

Use of this right with the rights listed below is limited to the irrigation of a combined total of 35 acres in a single irrigation season. Combined Right Nos.: 63-32283 and 63-32285.

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: BASIS OF CLAIM - License

This right is a split from former right 63-3418 .

The following rights are also diverted through point of diversion described above: 63-32282, 63-32283, 63-32284, 63-32285 and 63-32286.

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	)	Water Rights: 63-3418 (Split)
	)	63-32281, 63-32282
Case No. 39576	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE
_____	)	PROCEEDING

IDWR has completed the following administrative proceeding:

- ☐ Address change
- XX Substitution of Party
- ☐ IC § 42-222 transfer
- | | |
|---|--|
| ☐ Point of diversion | ☐ Place of use |
| ☐ Period of use | ☐ Nature of use |
| ☐ Split of water right | ☐ Change in ownership |
| ☐ Other | |
- ☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: April 28, 2006



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 28, 2006, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

3. Copies to all parties to the subcase:

J R Simplot Co.
999 Main St. Ste. 1300
PO Box 27
Boise ID 83707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

State of Idaho
Governors Housing Committee
650 W. State St.
PO Box 83720
Boise ID 83720

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile


Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

April 28, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

VIC CONRAD
J R SIMPLOT CO
PO BOX 27
BOISE ID 83707-0027

Re: Original Notice of Claim to a Water Right Nos. 63-3418, 63-9335, 63-10314
Renumbered to Notice of Claim to a Water Right Nos. 63-32281, 63-32283, 63-32285

Dear Claimant:

We have received and processed a Change of Ownership for a portion of your Claims to a Water Right as referenced above. This change of ownership resulted in a split of the original claims.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by issuing a new water right number to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim numbers reflect your remaining portion of the original claims after the change of ownership. Enclosed is a copy of these new water rights for your records. Please refer to your new claim numbers when corresponding with our office.

Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

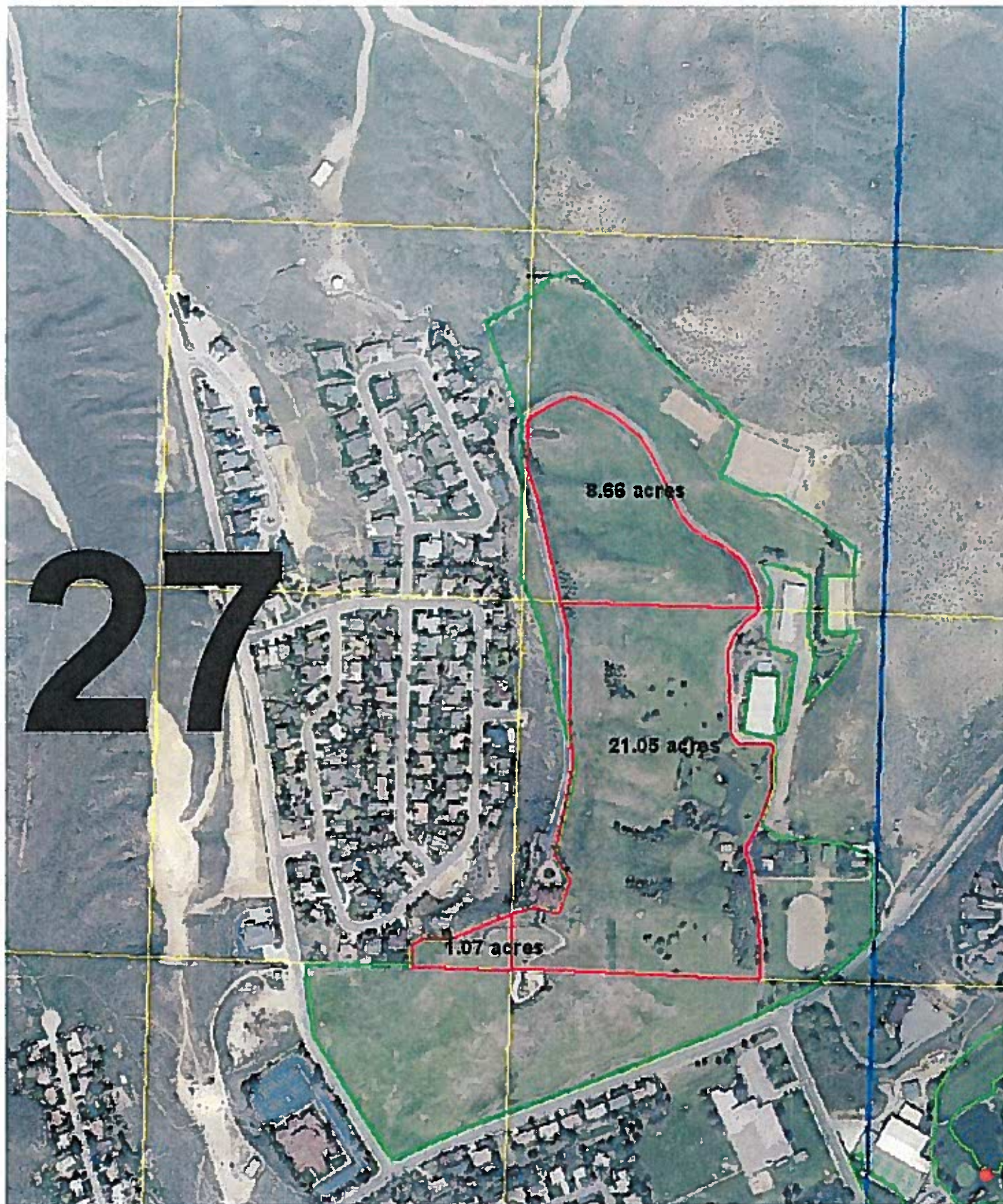
If you have any questions concerning this ownership change, or the enclosed information, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH: lh
Enclosures



63-3418, 63-9335 AND 63-10314
PORTION IN RED TO BE CONVEYED TO STATE OF IDAHO.
TOTAL ACRES = 30.78



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

RECEIVED

DEC 20 2005

WATER RESOURCES
WESTERN REGION

December 19, 2005

Vicky Music
Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-2190

Re: Governor's House – Change of Water Rights

Dear Vicky:

Enclosed is the executed Notice of Change in Water Right Ownership related to the real property recently donated to the State for a governor's house (Simplot Donation). I believe you are expecting this pursuant to a recent conversation with Vic Conrad, of the Simplot Company. The documents referenced in the Notice of Change are also included.

From my conversation with Vic, I understand that the preliminary recommendation affecting these rights was to be issued on December 12, 2005. That will be sent to the Simplot Company and Vic will send me a copy. I also understand that during the 120 day objection period, you will do the split and that the decree will come to both the State and to the Simplot Company and will reflect the separate ownership (with new numbers to each of the State and to the Simplot Company).

If my understanding is incorrect in any regard, please let me know. Also, I note that it is my understanding we are included within the fee waiver. I thank you again for all your help to date and for your continued assistance.

Happy holidays.

Very truly yours,


JOANNA L. GUILFOY

Enclosures

cc: Vic Conrad (w/encl. – notice)



J.R. SIMPLOT COMPANY ONE CAPITAL CENTER 999 MAIN STREET SUITE 1300
P.O. BOX 27 BOISE, IDAHO 83707-0027 (208) 336-2110 FAX (208) 369-7515

CORPORATE HEADQUARTERS

RECEIVED

JUL 13 2005

WATER RESOURCES
WESTERN REGION

July 13, 2005

Hand Delivery

Vicky Music
State of Idaho
Department of Water Resources
2735 Airport Way
Boise, ID 83705

Re: IDWR Water Right Nos. 63-3418, 63-9335, 63-10314, 63-10299

Dear Vicky:

In connection with the IDWR's preliminary recommendations in preparing the Director's Report in the SRBA for Basin 63 Reporting Area 2, enclosed are notices of error for each of these rights. The corrections requested are minor and a brief summary of the enclosed notices is below:

1. Notices of Error for water right nos. 63-3418, 63-9335 and 63-10314: These rights describe a common place of use to allow for the irrigation of a combined total of 66 acres. A small irrigated area within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27 T.4N R.2E was inadvertently omitted from the shape file boundary shown on the 1987 NAPP image prepared by Ron Howerton. The enclosed notices for each of these water rights seeks to modify the shape file boundary to include this small irrigated area.
2. Notice of Error for water right no. 63-10299: This notice is filed to correct the current ownership of this water right. Together with the notice, I have also enclosed a Notice of Change of Water Right Ownership with the deeds to verify the current ownership.

Please contact me should you have any questions about the enclosed notices.

Sincerely,

Vic Conrad
Land, Water & Asset Recovery

Enclosure

c: N. Voermans with enclosures

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

Ident. Number 63-32281
Date Received: 9/8/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

J R SIMPLOT CO Phone: (208)336-2110
C/O RON GRAVES
999 MAIN ST STE 1300
PO BOX 27
BOISE ID USA 83707

2. Date of Priority: 10/07/1964

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	02E	27	NW NE	ADA	
04N	02E	27	SE NE	ADA	
04N	02E	27	NE SE	ADA	

5. Description of diverting works:

SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	0.053	7.46

7. Total Quantity Appropriated is:
0.053 C.F.S. and/or 7.46 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
04N	02E	27	SW	NE		IRRIGATION	1.3
			SW	SE		IRRIGATION	9.3
			SE	SE		IRRIGATION	6.8
			SE	NE		IRRIGATION	10.34
			NE	SE		IRRIGATION	7.26
						Section Acres	35
						Total Acres	35

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:

14. Remarks:

3 WELLS, PUMPS, PIPES AND LINED DITCHES, POND, 3 PUMPS FROM POND, PIPE AND SPRINKLERS

This right is a split from former right 63-3418.

15. Basis of Claim: License

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

RECEIVED

DEC 20 2005

WATER RESOURCES
WESTERN REGION

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
See Exhibit D in attached copy					
of Donation Agreement (also					
Exhibit B to attached copy of					
Bargain and Sale Deed)					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) J.R. Simplot Company
- 999 Main St., Ste 1300, P.O. Box 27, Boise, ID 83702
4. New Owner/Claimant(s) State of Idaho, for the benefit of the Governor's
- Name Connector (Check one): [] and, [] or, [] and/or
- Housing
Committee
- New Mailing Address 650 W. State St., P.O. Box 83720
- City, State and ZIP Code Boise, ID 83720-0003
- New Telephone Number (208) 334-1824
5. Date you acquired the property November 1, 2005

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

Water Right and/or Adjudication Claim Number See Exhibit D in attached copy of Donation Agreement (also Exhibit B to attached copy of Bargain and Sale Deed)

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)


Senator Brad Little, Chairman

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

For Office Use Only

Received by _____ Date _____ Fee N/A
 Receipted by _____ Date _____ Receipt No. _____
 Processed by h21 AJ Date 4-24-06 WR _____ Date _____



36960 ST/KF

DONATION BARGAIN AND SALE DEED

GRANTOR, **J.R. SIMPLOT COMPANY**, a Nevada corporation, as successor by merger to **Simplot Industries, Inc.**, a Utah corporation, formerly known as **Ruby Company**, a Utah corporation, as the Donor herein, whose principal address is 999 Main Street, Suite 1300, Boise ID 83702, for Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and donate unto **STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2)**, whose principal address is 650 W. State Street, Room 100, P. O. Box 83720 Boise, ID 83720-0003, as the GRANTEE and Donee hereunder, and to Grantee's successors and assigns forever, all of the following described real estate located in Ada County, State of Idaho, hereafter referred to as "Donated Property":

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and those portions of Idaho Department of Water Resources water right numbers 63-3418, 63-9335 and 63-10314 as described on Exhibit B attached hereto, and SUBJECT TO such rights, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

This conveyance is made further subject to the following reservations, covenants and restrictions, which shall run with the land and shall extend to and be binding upon the Grantee, its successors and assigns:

1. Grantor expressly reserves an easement for ingress and egress, over, under and across the Donated Property for access to the existing irrigation wells, pumps, motors, control panels, valves and any other irrigation system appurtenances for the purposes of operating, maintaining, repairing and replacing the irrigation system used to irrigate the Donated Property and other land owned by Grantor and Claremont Realty Company, their successors and assigns, adjacent thereto and more particularly described on Exhibit C attached hereto and made a part hereof.
2. Grantee, its successors and assigns shall be obligated, at their sole cost and expense, to permanently display the United States Flag at the residence located on the Donated Property. The flag shall be
 - a. no less than 30 feet x 50 feet in size,
 - b. lit during evening and the night hours, and
 - c. displayed in a clean condition in good repair.

Nothing herein shall prevent Grantee from also flying the State of Idaho Flag or other appropriate flags in addition to displaying the United States Flag.

3. Grantor, for itself and its assigns (which assigns shall be limited to any or all of the children of J. R. Simplot or their children, or to any entity in which the Grantor, the children of J. R. Simplot or their children have a 100 percent ownership or beneficial interest), reserves the right of first refusal to purchase the Donated Property and all improvements now or hereafter situated thereon on the same terms and conditions of any bona fide offer from a third party to purchase said property for a non-public purpose. Grantor shall have (60) days from receipt of a copy of the bona fide third party offer to notify the Grantee in writing of its decision to either purchase or not purchase said property pursuant to this right of first refusal. On the date of any purchase by Grantor pursuant to this right of first refusal, the Grantee shall convey title to said property to Grantor pursuant to the following terms and conditions:

- a. Except for those matters that appear in the official real property records of Ada County which do not render title to said property unmarketable, Grantee shall convey to Grantor good and marketable title to said property, free and clear of liens and encumbrances upon receipt of the purchase price.
- b. The purchase price Grantor shall pay to Grantee for said property shall be equal to the purchase price contained in the bona fide third party offer described above less \$2,110,000 (the appraised value of the Donated Property and all improvements situated thereon as of the date of this Donation Bargain and Sale Deed).

Should Grantor or its assigns choose not to purchase said property pursuant to this right of first refusal, Grantor or its assigns, as appropriate, shall promptly execute and deliver to Grantee a Quitclaim Deed releasing its right of first refusal, which shall be recorded in the records of Ada County, Idaho.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto caused this deed to be executed in its corporate name as of the 1st day of November, 2005.

J.R. SIMPLOT COMPANY

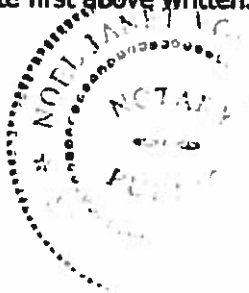
By 
Lawrence S. Hlobik, President & CEO

ATTEST:

By 
Terry T. Uhling, Secretary

STATE OF IDAHO)
) ss.
County of ADA)

On this 26 day of October, 2005, before me, a Notary Public in and for said State, personally appeared Lawrence S. Hlobik and Terry T. Uhling, known to me to be the President & CEO and Secretary, respectively of J.R. Simplot Company, the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Noel Janet Vannoy
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/29/08

Exhibit A
(Donated Property Description)

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South 28°16'31" East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of 32°50'29" and a chord distance of 124.38 feet which bears South 44°41'45" East;

Thence South 61°06'59" East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of 3°37'10" and a chord distance of 58.88 feet which bears South 59°18'24" East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of 31°52'14" and a chord distance of 118.16 feet which bears South 41°33'42" East;

Thence South 25°37'35" East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of 37°14'54" and a chord distance of 77.43 feet which bears South 07°00'08" East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of 35°19'03" and a chord distance of 33.37 feet which bears South 29°16'51" West;

Thence South 46°56'22" West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of 49°33'49" and a chord distance of 108.98 feet which bears South 22°09'28" West;

Thence South 02°37'27" East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of 82°32'47" and a chord distance of 92.35 feet which bears South 43°53'50" East;

Thence South 85°10'14" East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°17'38" and a chord distance of 28.36 feet which bears South 40°01'25" East;

Thence South 05°07'24" West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of $37^{\circ}50'30''$ and a chord distance of 100.92 feet which bears South $24^{\circ}02'39''$ West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of $55^{\circ}02'04''$ and a chord distance of 110.88 feet which bears South $15^{\circ}26'52''$ West;

Thence South $12^{\circ}04'10''$ East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of $07^{\circ}36'38''$ and a chord distance of 216.35 feet which bears South $08^{\circ}15'51''$ East;

Thence South $04^{\circ}27'32''$ East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of $11^{\circ}22'54''$ and a chord distance of 45.61 feet which bears South $01^{\circ}13'54''$ West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North $89^{\circ}25'26''$ West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North $00^{\circ}24'27''$ East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1, Block 1, El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records.

Exhibit B

Those portions of IDWR Water Right Nos. 63-3418, 63-9335 and 63-10314 conveyed to the State (46.97%) and those portions of IDWR Water right nos. 63-3418, 63-9335 and 63-10314 reserved in the J. R. Simplot Company (53.03%) not conveyed to the State are set forth below:

Table 1

IDWR Water Right Number	Total quantity (cfs), and no. of irrigated acres under original water right	The quantity and number of irrigated acres to be conveyed to the State	The quantity and number of irrigated acres to be reserved by J. R. Simplot Company
*63-3418	Quantity = 0.10 cfs No. of acres = 3	Quantity = 0.047 cfs No. of acres = 1.41	Quantity = 0.053 cfs No. of Acres = 1.59
*63-9335	Quantity = 0.82 cfs No. of acres = 40	Quantity = 0.385 cfs No. of acres = 18.79	Quantity = 0.435 cfs No. of acres = 21.21
*63-10314	Quantity = 0.20 cfs No. of acres = 23	Quantity = 0.094 cfs No. of acres = 10.80	Quantity = 0.106 cfs No. of acres = 12.20

*A condition of approval on these water rights limits the combined total quantity to no more than 0.91 cfs. Due to this limitation the State shall be limited to no more than 0.427 cfs (46.97% x 0.91cfs) when exercising its combined rights described above. Under this limitation, J. R. Simplot Company shall reserve the right to divert up to 0.483 cfs (53.07% x 0.91cfs) when exercising its combined rights described above.

The following is a description of the place of use claimed in the Snake River Basin Adjudication ("SRBA") for IDWR water right nos. 63-3418, 63-9335 and 63-10314, the place of use conveyed to the State and the place of use reserved by the J. R. Simplot Company

Table 2

Legal description of 40 acre subdivision (quarter quarter section) All are within Section 27 T4N R2E B.M.	Total number of acres irrigated within this 40 acre subdivision claimed in the SRBA	The no. of irrigated acres within this 40 acre subdivision to be conveyed to the State	The no. of irrigated acres within this 40 acre subdivision reserved by the J. R. Simplot Company which shall not be conveyed to the State
SW¼NE¼	1.3	0*	1.3
SE¼NE¼	19.0	8.66	10.34
NE¼SE¼	28.0	20.74	7.26
NW¼SE¼	1.6	1.6	0
SW¼SE¼	9.3	0*	9.3
SE¼SE¼	6.8	0*	6.8
Total	66 acres	31 acres	35 acres

*State does not receive any irrigated land with water rights within these 40 acre subdivisions.

Exhibit C
(Adjacent Lands Owned by J.R. Simplot Company & Claremont Realty Company)

Those lands more particularly described below, EXCEPTING THEREFROM the Donated Property described on Exhibit A herein:

Parcel 1

J.R. Simplot Company (APN: S0627131207)

A parcel of land located in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap which marks the center $\frac{1}{4}$ corner of Section 27, Township 4 North, Range 2 East, Boise Meridian; thence South $89^{\circ}40'36''$ East 1320.11 feet along the $\frac{1}{4}$ section line to an iron pin marking the East $\frac{1}{16}$ corner of said Section 27; thence North $0^{\circ}12'52''$ West 352.04 feet along the $\frac{1}{16}^{\text{th}}$ line to a point being the Real Point of Beginning; thence
North $27^{\circ}00'00''$ West 259.81 feet to a point; thence
North $63^{\circ}00'00''$ East 100.00 feet to a point; thence
North $27^{\circ}00'00''$ West 444.05 feet to a point; thence
North $53^{\circ}36'04''$ West 40.00 feet to a point; thence
South $36^{\circ}23'56''$ West 38.37 feet to a point; thence
South $78^{\circ}57'26''$ West 548.64 feet to a point; thence
North $22^{\circ}00'00''$ West 441.03 feet to an iron pin on the $\frac{1}{16}^{\text{th}}$ line between the North $\frac{1}{16}$ corner and the Northeast $\frac{1}{16}$ corner of said Section 27; thence
South $89^{\circ}46'31''$ East 985.51 feet along that $\frac{1}{16}^{\text{th}}$ line to an iron pin marking the Northeast $\frac{1}{16}$ corner of said Section 27; thence
South $0^{\circ}12'52''$ East 965.38 feet along the $\frac{1}{16}^{\text{th}}$ line to the Real Point of Beginning.

EXCEPTING THEREFROM the following described property:

A parcel of land lying in the Southwest quarter of the Northeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the center $\frac{1}{4}$ line of said Section 27; thence
North $0^{\circ}14'45''$ West 1315.08 feet along the center $\frac{1}{4}$ line to an iron pin being the North $\frac{1}{16}$ corner of said Section 27; thence South $89^{\circ}46'31''$ East 685.26 feet along the $\frac{1}{16}$ line to a point; thence South $0^{\circ}13'29''$ West 150.00 feet to the Real Point of Beginning; thence continuing
South $0^{\circ}13'29''$ West 100.00 feet to a point; thence
North $89^{\circ}46'31''$ West 100.00 feet to a point; thence
North $0^{\circ}13'29''$ East 100.00 feet to a point; thence
South $89^{\circ}46'31''$ East 100.00 feet to the Real Point of Beginning.

Parcel 2

J.R. Simplot Company (APN: S0627141810 and S0627417500)

The Southeast quarter of the Northeast quarter; and that part of the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, in Ada County, Idaho, more particularly described as follows:

Beginning at a point 40 rods North of the Southeast corner of said Northeast quarter of the Southeast quarter, running thence 9 rods West; thence 40 rods South; thence 71 rods West; thence 80 rods North; thence 80 rods East; thence 40 rods South to the point of beginning. EXCEPT any portion lying within the right-of-way of Bogus Basin Road.

ALSO EXCEPTING THEREFROM a parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the Northwesternly right-of-way line of Bogus Basin Road as shown on project plans S-3789(1), sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwesternly right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 3

J.R. Simplot Company (APN: S0627438840)

That certain tract located in Section 27, Township 4 North, Range 2 East, B.M., Ada County, Idaho, more particularly described as follows:

That portion of the Southeast quarter of the Southeast quarter of said Section 27, lying North of the Northerly boundary of Bogus Basin Road right of way, and that portion of the Southwest quarter of the Southeast quarter of said Section 27, lying Northerly of the above described North boundary of said Bogus Basin Road and Easterly of a line 30 feet East from the center line of Peaceful Cove Road (now Cartwright Road).

Parcel 4

J.R. Simplot Company (APN: S0627417320)

A parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the

Northwesterly right-of-way line of Bogus Basin Road as shown on project plans S-3789(1), sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwesterly right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 5

Claremont Realty (APN: S0627417280)

Beginning at the Southeast corner of the Northeast quarter of the Southeast quarter (NE1/4 SE1/4) of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho; running thence Forty (40) rods North; thence Nine (9) rods West; thence Forty (40) rods South; thence Nine (9) rods East to the point of beginning.

EXCEPT commencing at the section corner common to Sections 26, 27, 34 and 35, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho; thence North $11^{\circ} 53' \frac{1}{2}'$ West, 1001.66 feet; thence North $25^{\circ} 39'$ West, 229.47 feet; thence North $54^{\circ} 41' 22''$ East, 227.31 feet to an iron pin; which is the real point of beginning; thence East 114.65 feet to an iron pin; thence North $0^{\circ} 14' 36''$ East, 105.92 feet to an iron pin; thence along the Northeasterly right-of-way boundary of Bogus Basin Road on a curve to the right, a distance of 155.84 feet to an iron pin to the real point of beginning, said curve having a central angle of $6^{\circ} 07' 36''$, a radius of 1457.40 feet and a long chord bearing South $47^{\circ} 09' 12''$ West, a distance of 155.77 feet.

DONATION AGREEMENT FOR GOVERNOR'S RESIDENCE

THIS DONATION AGREEMENT FOR GOVERNOR'S RESIDENCE ("Agreement") is effective as of the 1st day of November, 2005, between **J. R. SIMPLOT COMPANY**, a Nevada corporation, **J. R. SIMPLOT AS TRUSTEE OF THE J. R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST**, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County as no. 3T-788 ("Simplot Trust") and **ESTHER B. SIMPLOT**, as the Spouse of J. R. Simplot all of 999 Main Street, Suite 1300, Boise, Idaho 83702 (collectively sometimes referred to as "Donor" or "Simplot"), **CLAREMONT REALTY COMPANY**, an Idaho corporation of 999 Main Street, Suite 1300, Boise, Idaho 83702 ("Claremont") and the **STATE OF IDAHO** for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose mailing address is 650 W. State Street, Room 100, P. O. Box 83720 Boise, ID 83720-0003 ("Donee" or "State").

WITNESSETH

1. **Property.** In consideration of the mutual promises, covenants, and agreements hereinafter contained, Simplot agrees to donate, convey and assign to the State for use as the Idaho Governor's residence, and the State agrees to accept from Simplot, upon the terms and conditions hereinafter set forth, approximately 38 acres of improved real property, various irrigation and landscaping improvements appurtenant thereto and portions of certain water rights owned by J. R. Simplot Company. The real property and water rights are located in Ada County, Idaho, and are legally described in **Exhibit A** and **Exhibit D**, respectively, attached hereto and incorporated by reference herein. The Simplot Trust and Esther B. Simplot shall donate to the State a 7,370 square foot home with two indoor garages totaling an additional 1,151 square feet owned by them and situated on said real property. The real property, water rights and home to be donated hereunder shall be hereinafter referred to as the "Property". Portions of the water rights listed and described on **Exhibit D** are appurtenant to certain adjacent land that is owned by J. R. Simplot Company and Claremont which is not included in the donation herein described. Water rights appurtenant to the J. R. Simplot Company and Claremont land not included in the donation shall be specifically reserved and shall be retained by J. R. Simplot Company and Claremont and shall not be conveyed to the State.

In addition to the Property described above, J. R. Simplot Company shall grant the State a nonexclusive forty-foot wide ingress and egress easement ("Roadway Easement") along the existing roadway that provides access to the above described home. The form of the Roadway Easement is contained on **Exhibit B** attached hereto and incorporated by reference herein.

J. R. Simplot Company shall also grant the State a nonexclusive easement for access to and for use of an existing landscaped area which includes an outdoor concrete pond and waterfall feature ("Pond Easement"), which are part of the system used to irrigate the Property and are situated southerly of the home. J. R. Simplot Company

agrees that notwithstanding the fact that the Pond Easement is nonexclusive, other than the J. R. Simplot Company or its successor in interest to the ownership of the land on which the Pond Easement is situated, no other such easement shall be granted to third parties. The form of Pond Easement is contained on **Exhibit C** attached hereto and incorporated by reference herein.

J. R. Simplot Company and Claremont shall grant respectively to the State nonexclusive easements across the J. R. Simplot Company and Claremont properties in mutually agreeable locations that provide reasonable access to the two points of diversion described under Idaho Department of Water Resources ("IDWR") water right nos. 63-3418, 63-9335, 63-10314, which points of diversion are not located on the Property to be donated hereunder. These easements shall be known as the Access Easement – Irrigation Wells (J. R. Simplot Company Property) and the Access Easement – Irrigation Well (Claremont Realty Company Property) respectively. The form of the Access Easement – Irrigation Wells (J. R. Simplot Company Property) and its location are contained in **Exhibit F** attached hereto and incorporated herein by reference. The form of the Access Easement – Irrigation Well (Claremont Realty Company Property) and its location are contained in **Exhibit G** attached hereto and incorporated herein by reference.

2. **Acceptance of Contract.** The signature by J. R. Simplot Company, the Simplot Trust, Esther B. Simplot, Claremont and the State hereon shall bind the parties to the terms hereof and shall constitute an Agreement by Simplot to donate the Property to the State and the State's acceptance of the donated Property upon the terms and conditions hereof.

3. **Closing.** The date for closing the donation of the Property and the completion of the conveyances contemplated herein (the "Closing") shall be no later than December 31, 2005. Closing shall be held at 10:00 a.m., at Title One, 12592 W. Explorer Drive, Boise, ID 83713, attn: Ken Franklin telephone (208) 323-4888; fax (208) 424-0049 ("Escrow Agent"), or at such other time, date or place as the parties may mutually agree. Escrow agent is hereby authorized and instructed to act in accordance with the provisions of this Agreement which, together with Escrow Agent's standard general provisions, shall constitute Escrow Agent's instructions. In the event of any conflict between the terms of this Agreement and the terms of Escrow Agent's standard general provisions, the terms of this Agreement shall control.

4. **Conveyance of Property.** J. R. Simplot Company shall deliver to the State at Closing a Donation Bargain and Sale Deed in the form contained in **Exhibit H** attached hereto and incorporated herein by reference, for the real property and its appurtenances in recordable form conveying fee simple title to the real property to the State. J. R. Simplot Company shall also deliver to the State the Roadway Easement and the Pond Easement described in paragraph 1 above. The Simplot Trust and Esther B. Simplot shall deliver to the State at closing a Quitclaim Deed and Bill of Sale conveying good and marketable title to the home to the State. The form of Quitclaim Deed is contained in **Exhibit I** and the form of the Bill of Sale is contained in **Exhibit J**, both of which are attached hereto and incorporated herein by reference. The Property shall be

conveyed by Simplot to the State free and clear of all liens, encumbrances, covenants, conditions, restrictions and easements subject, however, to the following permitted exceptions:

- (a) Current tax and assessments which are a lien not yet delinquent;
- (b) Applicable laws, regulations, zoning and land use regulations and ordinances, whether federal, state or local;
- (c) Easements, rights-of-way, reservations, covenants and restrictions of record as of the date of this Agreement; and
- (d) Matters, if any, which would be disclosed by an ALTA/ACSM survey of the Property.
- (e) The continued right of J. R. Simplot Company and Claremont, and their successors and assigns, to access the existing irrigation wells, pumps, motors, control panels, valves and any other irrigation system appurtenances for the purposes of operating, maintaining, repairing, and replacing the irrigation system used to irrigate the Property and other land owned by J. R. Simplot Company, Claremont and their successors and assigns adjacent to the Property.
- (f) The Donation Bargain and Sale Deed shall contain a covenant providing for the display of the United States Flag in accordance with Paragraph 16 below.

5. **Evidence of Title.** The State shall have the right, but not the obligation, to obtain at the State's expense, a current preliminary title report on the Property and supporting documents of record from Title One. The State shall have five (5) business days from the date of this Agreement to deliver to Simplot a notice setting forth any defects in title, other than the permitted exceptions, which render title unmarketable; otherwise, the State shall be conclusively presumed to have approved the title to the Property. Simplot, in Simplot's sole discretion, shall have until Closing to cure any such defects identified in the State's notice which would, in accordance with standards commonly accepted in the Idaho land title industry, cause title to be unmarketable. If said defects are not cured prior to closing, the State's remedy shall be to either rescind this Agreement or to waive such defects by notice in writing given to Simplot. The State shall bear the cost of all premiums on any title insurance policies it chooses to obtain as well as any cancellation fees should this transaction fail to close.

6. **Prorations at Closing, Removal of Real Property from Tax Rolls.** Real estate and personal property taxes and assessments shall be prorated as follows:

a. Simplot shall be responsible for paying when due the real and personal property taxes and assessments owing to the applicable state, county and local authorities for the period up to Closing.

b. The State shall be responsible for any real and personal property taxes and assessments owing to the applicable state, county and local authorities for the tax year commencing on or after Closing.

The State covenants and agrees that immediately after Closing, it shall provide the Assessor of Ada County with written notice to remove the real and personal property donated hereunder from the respective tax roles effective as of Closing.

7. **Possession.** Simplot shall deliver possession of the Property to the State at the time of Closing free of tenancies and rights of possession (other than easements and rights-of-way of record and Simplot's access and use rights relating to the irrigation system as per Paragraph 4, above and Paragraph 14, below).

8. **State's Right of Early Possession and Use.** Immediately after full execution hereof, the State, at its sole option, may take possession of and use the Property subject to the terms and conditions of this paragraph 8. If the State exercises its rights of early possession, the State shall provide Simplot with written notice no less than 5 days before taking such early possession. After taking early possession, the State may remodel the home, install security devices and make such other improvements to the Property as it deems necessary and appropriate at the State's sole risk and expense. Should the donation contemplated hereunder fail to be completed due to an act or omission by Simplot, the State's improvements shall be deemed part of the Property and shall be owned by Simplot provided, however, Simplot shall compensate the State for all costs expended in connection with the design, engineering, purchase and installation of such improvements. In the event the donation contemplated hereunder fails due to an act or omission of the State, the State's improvements shall be deemed part of the Property and shall be owned by Simplot and no additional compensation shall be paid by Simplot to the State.

9. **Mutual Indemnification.** Upon the State's taking early possession of the Property in accordance with paragraph 8 above, or upon the State's entry upon the Property in order to perform inspections or other activities in accordance with paragraph 10 below, and in any event after Closing, in addition to any other remedies available to Simplot or the State at law or in equity, the State and Simplot shall indemnify and hold one another harmless from, against and in respect of any and all losses, liabilities, claims, damages and expenses, including without limitation court costs and reasonable attorneys fees arising as a result of their respective activities of their officers, agents, contractors, employees and invitees on the Property and any adjacent property owned by J. R. Simplot Company and Claremont both prior to and following the Closing date. This indemnification shall survive the Closing and continue indefinitely thereafter. If requested, the State, Simplot and Claremont shall provide evidence of insurance coverage

supporting their respective indemnification obligations naming each other as additional insureds.

10. **Inspection Period.** Simplot has provided the State with access to the Property. Simplot shall continue to provide access to the State until Closing. Because Simplot has provided and will continue to provide the State access to the Property to allow the State and any contractor or consultant on the State's behalf to inspect the Property, the soil, water and subsurface, and all improvements, fixtures, electrical, mechanical and other systems thereon in order to determine the condition of the same, irrespective of whether the State actually has fully availed itself of the opportunity to inspect the Property, except for the State's rights under Paragraph 5 above, which shall not be affected by the provisions of this Paragraph 10, at the Closing, the State shall be conclusively presumed to have satisfied itself as to the usefulness and the legal limitations of the Property, as to its need of repairs, as to the nature of neighboring properties, as to applicable zoning and land use regulations, as to its structural soundness, as to the condition of any buildings, improvements, fixtures, machinery and equipment and any plumbing, electrical, heating, or mechanical systems, as to soil, water and subsurface conditions, as to what can be done by way of alterations, and as to the possible existence and the effect of restrictions, easements, rights-of-way, ordinances, laws and rules and regulations of the public authorities, whether federal, state or local.

11. **Property Conveyed to the State "As-Is".** The State takes the Property in its present condition, "AS IS," without reliance upon any representation, warranty, opinion or statement of Simplot, or any agent of Simplot, not contained in this Agreement and, further, the State affirmatively represents that neither the State nor anyone on behalf of Simplot has expressly or impliedly made or given any such representation, warranty, opinion or statement to the State or anyone on the State's behalf not specifically provided in this Agreement. This representation by the State shall survive Closing.

12. **Environmental Matters.** Simplot makes no representation or warranty and undertakes no liability, obligation or responsibility to the State from, arising out of, or relating to any conditions or activities at or involving the Property under any Environmental Law, for any release or violation which occurred prior to the date Simplot took title to the Property.

13. **Water Rights.** At closing, Simplot shall convey those portions of Idaho Department of Water Resources ("IDWR") water right numbers 63-3418, 63-9335 and 63-10314, as further described on **Exhibit D**, which the parties agree represent a mutually acceptable allocation of said water rights.

14. **Grounds Keeping, Landscaping and Roadway Maintenance.** Simplot, Claremont and the State agree that that the most efficient and practical way to maintain the extensive landscaping on the approximately 38 acre donation parcel and on the balance of the property retained by Simplot/Claremont is for Simplot/Claremont to continue the current grounds keeping, maintenance and landscaping operations and to retain their current operations and maintenance personnel. Operating, grounds keeping

and landscaping expenses shall be allocated among the State and Simplot (Simplot's allocation shall include that portion of the allocation attributable to Claremont) in the same percentages as set forth in Paragraph 15 below.

Simplot, Claremont and the State, and their successors and assigns shall have full access to all maintenance buildings, storage facilities and other improvements utilized in connection with maintaining the grounds, landscaping and roadway until they mutually agree otherwise. The parties agree that this covenant shall survive Closing.

15. **Allocation of Irrigation System, Grounds Keeping and Roadway Expenditures.** After the State takes early possession or after Closing, whichever occurs first, the parties shall be responsible for the costs of operating, maintaining, repairing and replacing the irrigation system in a condition and configuration that is substantially in its present configuration, on the following allocation:

State:	46.97%
Simplot and Claremont:	53.03%

These costs shall include all labor, materials, electrical use charges, equipment replacement, well repairs, and any other expenditures that become necessary to operate, maintain, repair and replace the irrigation system substantially in its present condition and configuration. Pursuant thereto, the State, Simplot and Claremont agree to enter into a maintenance agreement in the form of **Exhibit K** attached hereto and incorporated herein by reference. The parties agree that the maintenance agreement shall not be recorded unless otherwise mutually agreed.

The parties shall also be responsible for the expenditures necessary to operate, repair, maintain and replace the landscaping and grounds comprising both the donated Property and the property retained by Simplot/Claremont adjacent thereto, which together are described on **Exhibit E**, and the roadway constructed within the Roadway Easement parcel described on **Exhibit B** attached hereto, all substantially in their present configuration and condition, in accordance with the allocation set forth above in this paragraph. Notwithstanding the foregoing, building improvements, homes and storage and maintenance structures shall be the responsibility of the party owning the underlying land and shall be maintained at the sole risk and expense of the owning party.

J. R. Simplot Company, Claremont and the State shall all have full access to all points of diversion identified under water right nos. 63-3418, 63-9335 and 63-10314.

16. **United States Flag Covenant.** As additional consideration for this donation, the State at its expense, agrees that it shall continue to display the United States Flag at the residence to be conveyed hereunder. The flag shall be, 1) no less than 30 ft. x 50 ft., 2) be lit during evening and the night hours and 3) displayed in a clean condition. Nothing herein shall prevent the State from also flying the State of Idaho Flag or other appropriate flags in addition to displaying the United States Flag.

17. Right of First Refusal to Acquire the Property if State Intends to Sell the Property For A Non-Public Purpose. At any time after Closing, the State shall not sell the Property or any portion thereof, to any third party who intends to use the Property for a non-public purpose without providing J. R. Simplot Company and its assigns (which assigns shall be limited to any or all of the children of J. R. Simplot or their children, or to any entity in which the J. R. Simplot Company, the children of J. R. Simplot or their children have a 100 percent ownership or beneficial interest) with the right of first refusal to purchase the Property on the same terms and conditions of any such bona fide third party offer. J. R. Simplot Company or its assigns shall have (60) days from receipt of a copy of the bona fide third party offer to notify the State in writing of its decision to either purchase or not purchase the Property pursuant to the right of first refusal set forth in this Section 17. On the date of any purchase by J. R. Simplot Company or its assigns pursuant to the right of first refusal, the State shall convey title to the Property to J. R. Simplot Company or its assigns pursuant to the following terms and conditions:

a. Except for those matters that appear in the official real property records of Ada County which do not render the Property unmarketable, the State shall convey good and marketable title to the Property, free and clear of liens and encumbrances, to J. R. Simplot Company or its assigns upon receipt of the purchase price.

b. The purchase price J. R. Simplot Company or its assigns shall pay for the Property shall be the difference between the amount of the bona fide third party offer described in this paragraph 17, less the present appraised market value of the Property, which is \$2,110,000 as established by a qualified independent appraiser in connection with the Closing of this donation and having a date of value on or about November 1, 2005. Simplot shall be responsible for the entire cost of the appraisal to be conducted prior to Closing of this donation, and shall provide a copy of said appraisal to the State.

18. Representations And Warranties.

a. Simplot's representations and warranties. Simplot represents and warrants to the State as follows:

- (i) J. R. Simplot Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and has the full power and authority to execute and deliver this Agreement and all documents now or hereafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement. This Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary action on the part of J. R. Simplot Company, the Simplot Trust and Esther B. Simplot.
- (ii) Simplot has not received any actual (as opposed to constructive) notice of any material violation of any laws or regulations adopted prior to this date by any federal, state or municipal department having jurisdiction, against

or affecting the Property which have not been fully remedied and discharged of record.

- (iii) To Simplot's knowledge there are no threatened suits (including arbitration), actions, investigations, or other proceedings with respect to the Property (1) for condemnation, (2) alleging any material violation of any applicable laws or regulations, or (3) which could result in a lien on or lis pendens affecting all or part of the Property which will not be satisfied or discharged by the time of Closing

b. The State's representations and warranties. The State represents and warrants to Simplot as follows:

- (i) The State has the full power and authority to execute and deliver this Agreement and all documents now or hereafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement. This Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary action on the part of the State.

19. Notices. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and either hand delivered or sent by facsimile or prepaid overnight courier or United States mail, addressed as follows:

To J. R. Simplot Company: J.R. Simplot Company
Attn: Corporate Secretary
999 Main Street, Suite #1300
P. O. Box 27
Boise, ID 83702
Telephone: (208) 336-2110
Fax: (208) 389-7464

To the State: Governor's Housing Committee
State of Idaho Department of Administration
650 W. State Street
Room 100
Boise, ID 83720-0003
Fax: (208-)334-2307

To Simplot Trust
and/or Esther B.
Simplot:

J. R. Simplot Self-Declaration of Revocable Trust
and/or Esther B. Simplot
Attn: Ronald N. Graves
999 Main Street, Suite #1300
P. O. Box 27
Boise, ID 83702
Telephone: (208) 336-2110
Fax: (208) 389-7464

To Claremont:

C/O J.R. Simplot Company
Attn: Corporate Secretary
999 Main Street, Suite #1300
P. O. Box 27
Boise, ID 83702
Telephone: (208) 336-2110
Fax: (208) 389-7464

20. **Benefit.** This Agreement shall be binding upon and inure to the benefit of Simplot and the State and their respective successors and assigns.

21. **Expenses.** Except as otherwise provided herein, the parties shall be liable for expenses as follows:

a. **Real Estate Transfer Tax.** Simplot shall pay any real estate transfer tax due by Simplot as a result of this transaction under applicable state law.

b. **Recording Fees.** The State shall pay any and all recording fees on the deeds required by this transaction.

c. **Title Insurance.** The State shall pay the cost of premium for any title insurance coverage in accordance with Paragraph 5, above.

d. **Sales Tax.** The State shall pay any applicable sales tax due, as a result of the transfer of any personal property in connection herewith.

e. **Escrow/Closing Fee.** The State shall pay all of the Escrow Agent's reasonable and customary fees for closing this transaction.

f. **Other Fees and Expenses.** As to all other costs and expenses not otherwise allocated in this Agreement, each party shall pay its respective expenses incurred in connection with or arising out of the exercise of their respective rights or obligations under this Agreement.

22. **Material Damage Or Condemnation Prior To Close Of Escrow.** Simplot will bear the risk of condemnation up to the Closing of this transaction. If the State takes early possession or otherwise enters the Property for testing, inspection or

other activities, the State shall be responsible for damage to the Property, and any portion thereof, up to Closing from any and all causes whatsoever except any damage caused by Simplot or Simplot's representatives, employees, independent contractors or agents.

23. **Brokers' Fees.** No broker's or agent's commission or fee will be paid by the State or Simplot. Both the State and Simplot warrant to one another that it has not dealt with any broker or other person in connection with the donation of the Property in any manner that could give rise to a claim for commission or similar fees.

Simplot will hold the State harmless from and against any claims for brokers' commissions or finders' fees or any other fees made by any person or entity based upon a claimed contract, obligation or agreement between any such person or entity and Simplot.

The State will hold Simplot harmless from and against any claims for brokers' commissions or finders' fees or any other fees made by any person or entity based upon a claimed contract, obligation or agreement between any such person or entity and the State.

24. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect as if this Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Agreement and the deletion of such portion of this Agreement will not substantially impair the respective benefits or expectations of the parties to this Agreement

25. **Additional Acts And Documents, Non-Foreign Status Of Simplot.** Each party hereto agrees to do all such things and take all such action, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Agreement, either before, at, or after Closing. Simplot hereby certifies that Simplot is not a "foreign person" for purposes of U.S. income taxation as that term is defined in the Internal Revenue Code and Income Tax Regulations and agrees to execute and tender a Non-Foreign Simplot Certificate as a part of the Closing if so requested.

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

27. **Attorneys' Fees.** In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

28. **Non-Assignability of Agreement.** This Agreement and all rights hereunder may not be assigned by any party hereto.

29. **Complete Agreement.** No verbal statements or conversations between the parties hereto or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or effect upon this Agreement or any portion thereof, it being understood that this written Agreement evidences the complete agreement between the parties hereto. Specifically, the parties agree that this Agreement shall supersede all prior contracts, agreements and arrangements between the parties concerning the sale of the subject property. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

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

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

- a. Extend the time for the performance of any of the obligations of the other.
- b. Waive any representations by the other contained in this Agreement and performance of any obligations by the other.
- c. Waive compliance by the other with any of the covenants contained in this Agreement.
- d. Waive the fulfillment of any condition that is precedent to the performance, by the party so waiving, of any of its obligations under this Agreement.

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

32. **Exhibits.** All exhibits referred to herein are incorporated in this Agreement as if set forth at length herein.

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

34. **Governing Law.** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Idaho, and suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in the court with proper jurisdiction in Ada County, Idaho and

for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court.

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

36. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be transmitted by telefacsimile, and shall be effective upon receipt. The parties agree to execute three "hard copy" originals of this Agreement as soon as practicable, which shall be distributed to the State, J. R. Simplot Company, the Simplot Trust and Esther B. Simplot, for their permanent files.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year and at the place indicated by their respective signatures, each of which shall be deemed an original and all of which shall evidence but one agreement.

Donor:

Executed at Boise, Idaho
On October 26, 2005

J. R. SIMPLOT COMPANY, a
Nevada corporation

By 
Lawrence S. Hlobik, President and CEO

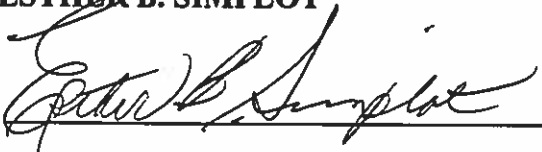
Executed at Boise, Idaho
On October 26, 2005

**J.R. SIMPLOT SELF-DECLARATION
OF REVOCABLE TRUST**

By 
J. R. Simplot, Trustee

Executed at Boise, Idaho
On October 27, 2005

ESTHER B. SIMPLOT



Clarement:

Executed at Boise, Idaho
On October 27, 2005

CLAREMONT REALTY COMPANY, an
Idaho corporation

By Michael L. Simplot
Michael L. Simplot, President

Executed at Boise, Idaho
On October 25, 2005

Donee:

STATE OF IDAHO for the benefit of the
Governor's Housing Committee pursuant
to Idaho Code § 67-455A(2)

By [Signature]
Its: Chairman

Exhibit A
Donated Property Description

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of $21^{\circ}56'58''$ and a chord distance of 49.50 feet which bears South $39^{\circ}15'00''$ East;

Thence South $28^{\circ}16'31''$ East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of $32^{\circ}50'29''$ and a chord distance of 124.38 feet which bears South $44^{\circ}41'45''$ East;

Thence South $61^{\circ}06'59''$ East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of $3^{\circ}37'10''$ and a chord distance of 58.88 feet which bears South $59^{\circ}18'24''$ East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of $31^{\circ}52'14''$ and a chord distance of 118.16 feet which bears South $41^{\circ}33'42''$ East;

Thence South $25^{\circ}37'35''$ East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of $37^{\circ}14'54''$ and a chord distance of 77.43 feet which bears South $07^{\circ}00'08''$ East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of $35^{\circ}19'03''$ and a chord distance of 33.37 feet which bears South $29^{\circ}16'51''$ West;

Thence South $46^{\circ}56'22''$ West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of $49^{\circ}33'49''$ and a chord distance of 108.98 feet which bears South $22^{\circ}09'28''$ West;

Thence South $02^{\circ}37'27''$ East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of $82^{\circ}32'47''$ and a chord distance of 92.35 feet which bears South $43^{\circ}53'50''$ East;

Thence South $85^{\circ}10'14''$ East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ}17'38''$ and a chord distance of 28.36 feet which bears South $40^{\circ}01'25''$ East;

Thence South 05°07'24" West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of 37°50'30" and a chord distance of 100.92 feet which bears South 24°02'39" West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 55°02'04" and a chord distance of 110.88 feet which bears South 15°26'52" West;

Thence South 12°04'10" East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of 07°36'38" and a chord distance of 216.35 feet which bears South 08°15'51" East;

Thence South 04°27'32" East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 11°22'54" and a chord distance of 45.61 feet which bears South 01°13'54" West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North 89°25'26" West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North 00°24'27" East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1 in Block 1 of El Pe'lar Estates No. 4 Subdivision, according to the official plat thereof, filed in Book 52 of Plats at Pages 4545 and 4546, official records of Ada County, Idaho.

Exhibit B
Driveway Easement and Agreement

THIS INDENTURE, made this ____ day of _____, 2005, by and between J. R. Simplot Company, a Nevada corporation of 999 Main Street, Suite 1300, Boise, ID 83702 ("Simplot") and the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose mailing address is 650 W. State Street, Room 100, PO Box 83720, Boise, ID 83720-0003 ("State").

RECITALS

- a. Simplot is the owner of certain land situated within Section 27, Township 4 North, Range 27 East, Boise Meridian, Ada County, Idaho.
- b. Simplot has donated approximately 38 acres of said land to the State, and the J. R. Simplot Self-Declaration of Revocable Trust and Esther B. Simplot have donated a residence situated thereon to the State. The donated land containing the donated residence is more particularly described on Exhibit A attached hereto. The residence and the approximately 38 acres of land are hereafter referred together as the "Governor's Residence".
- c. In connection with the above-described donations, Simplot has agreed herein to grant the State a non-exclusive forty-foot wide driveway easement for ingress and egress by the State over and across a portion of Simplot's real property that is not included in the donated land.

NOW THEREFORE,

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Simplot by these presents does grant, bargain, sell and convey to the State, a non-exclusive perpetual driveway easement approximately 40 feet wide being and lying within the parcel described on Exhibit B attached hereto. Said easement is granted solely for the purpose of ingress and egress to the Governor's Residence in its current configuration and as it may be expanded or improved from time to time as the State deems necessary, including but not limited to installation and maintenance of utilities. Any widening of the easement shall be at the State's sole risk and expense and shall be subject to Simplot's consent, which shall not be unreasonably withheld.

Simplot shall have the right to use the land and improvements within the easement for any purpose, including but not limited to access to Simplot's real property, so long as Simplot shall not unreasonably hinder, conflict or interfere with the State's rights hereunder.

Pursuant to and consistent with that certain Donation Agreement for Governor's Residence effective as of _____ day of _____, 2005, the State covenants to be responsible for 46.97% of the costs to maintain the road surface, drainage and other features of the easement in good repair in substantially its present condition and configuration, and to prevent unreasonable damage that could result from its use to the adjacent land of Simplot its successors and assigns. During any period of construction that becomes necessary to repair, maintain, replace or improve the driveway easement granted hereunder, Simplot grants to the State the right of ingress and egress over the Simplot's real property as is reasonably necessary to exercise the State's rights hereunder.

Furthermore, the State shall indemnify and hold Simplot harmless from and against any and all loss, damage or injury to persons or property which may result from the State's operation and use of the driveway; provided, however, that said loss, damage or injury does not arise out of or result from the negligence or willful acts of Simplot, its agents or employees.

This easement shall constitute a covenant running with the land and shall benefit and burden the State, Simplot and their respective successors and assigns.

IN WITNESS WHEREOF, the said parties have caused this indenture to be executed the day and year herein first above written.

J. R. Simplot Company

By _____

**STATE OF IDAHO for the benefit of the
Governor's Housing Committee pursuant to
Idaho Code § 67-455A(2)**

By _____

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2) and on oath stated he/she was authorized to execute this instrument on behalf of the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2).

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for the J. R. Simplot Company and on oath stated he/she was authorized to execute this instrument on behalf of the J. R. Simplot Company.

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

Exhibit A
(Legal Description of Governor's Residence Parcel)

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South $28^{\circ}16'31''$ East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of $32^{\circ}50'29''$ and a chord distance of 124.38 feet which bears South $44^{\circ}41'45''$ East;

Thence South $61^{\circ}06'59''$ East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of $3^{\circ}37'10''$ and a chord distance of 58.88 feet which bears South $59^{\circ}18'24''$ East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of $31^{\circ}52'14''$ and a chord distance of 118.16 feet which bears South $41^{\circ}33'42''$ East;

Thence South $25^{\circ}37'35''$ East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of $37^{\circ}14'54''$ and a chord distance of 77.43 feet which bears South $07^{\circ}00'08''$ East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of $35^{\circ}19'03''$ and a chord distance of 33.37 feet which bears South $29^{\circ}16'51''$ West;

Thence South $46^{\circ}56'22''$ West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of $49^{\circ}33'49''$ and a chord distance of 108.98 feet which bears South $22^{\circ}09'28''$ West;

Thence South $02^{\circ}37'27''$ East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of $82^{\circ}32'47''$ and a chord distance of 92.35 feet which bears South $43^{\circ}53'50''$ East;

Thence South $85^{\circ}10'14''$ East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ}17'38''$ and a chord distance of 28.36 feet which bears South $40^{\circ}01'25''$ East;

Thence South $05^{\circ}07'24''$ West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of $37^{\circ}50'30''$ and a chord distance of 100.92 feet which bears South $24^{\circ}02'39''$ West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of $55^{\circ}02'04''$ and a chord distance of 110.88 feet which bears South $15^{\circ}26'52''$ West;

Thence South $12^{\circ}04'10''$ East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of $07^{\circ}36'38''$ and a chord distance of 216.35 feet which bears South $08^{\circ}15'51''$ East;

Thence South $04^{\circ}27'32''$ East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of $11^{\circ}22'54''$ and a chord distance of 45.61 feet which bears South $01^{\circ}13'54''$ West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North $89^{\circ}25'26''$ West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North $00^{\circ}24'27''$ East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1, Block 1, El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records.

Exhibit B
(Legal Description of Driveway Easement)

Date: December 20, 2004

Revised: March 16, 2005

DRIVEWAY EASEMENT DESCRIPTION

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet (formerly described as North 89°44'13" West, 1320.61 feet) on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27;

Thence North 00°27'00" East, 653.80 feet (formerly described as North 00°12'51" West, 653.80 feet) on the north-south 1/16 th section line of the NE 1/4 of said Section 27 to a point on a curve on the centerline of West Simplot Lane, an existing private drive, said point being the **REAL POINT OF BEGINNING** of the centerline of a 40.00 foot wide road, being 20.00 feet on each side of the following described centerline;

Thence 54.80 feet on the arc of a curve to the right, said curve having a radius of 197.04 feet, a central angle of 15°56'08" and a chord distance of 54.63 feet which bears North 52°16'38" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 148.58 feet on the arc of a curve to the right, said curve having a radius of 155.00 feet, a central angle of 54°55'26" and a chord distance of 142.96 feet which bears North 87°42'25" East to a point of compound curve;

Thence 212.68 feet on the arc of a curve to the right, said curve having a radius of 834.27 feet, a central angle of 14°36'23" and a chord distance of 212.10 feet which bears South 57°31'40" East to a point of compound curve;

Thence 57.46 feet on the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 21°56'58" and a chord distance of 57.11 feet which bears South 39°15'00" East;

Thence South 28°16'31" East, 253.73 feet to a point of curve;

Thence 114.64 feet on the arc of a curve to the left, said curve having a radius of 200.00 feet, a central angle of $32^{\circ}50'29''$ and a chord distance of 113.07 feet which bears South $44^{\circ}41'45''$ East;

Thence South $61^{\circ}06'59''$ East, 63.58 feet to a point of curve;

Thence 60.15 feet on the arc of a curve to the right, said curve having a radius of 952.14 feet, a central angle of $03^{\circ}37'10''$ and a chord distance of 60.14 feet which bears South $59^{\circ}18'24''$ East to a point of compound curve;

Thence 130.82 feet on the arc of a curve to the right, said curve having a radius of 235.18 feet, a central angle of $31^{\circ}52'14''$ and a chord distance of 129.14 feet which bears South $41^{\circ}33'42''$ East;

Thence South $25^{\circ}37'35''$ East, 28.17 feet to a point of curve;

Thence 91.82 feet on the arc of a curve to the right, said curve having a radius of 141.23 feet, a central angle of $37^{\circ}14'54''$ and a chord distance of 90.21 feet which bears South $07^{\circ}00'08''$ East to a point of curve;

Thence 46.23 feet on the arc of a curve to the right, said curve having a radius of 75.000 feet, a central angle of $35^{\circ}19'03''$ and a chord distance of 45.50 feet which bears South $29^{\circ}16'51''$ West;

Thence South $46^{\circ}56'22''$ West, 65.95 feet to a point of curve;

Thence 95.15 feet on the arc of a curve to the left, said curve having a radius of 110.00 feet, a central angle of $49^{\circ}33'49''$ and a chord distance of 92.22 feet which bears South $22^{\circ}09'28''$ West;

Thence South $02^{\circ}37'27''$ East, 249.96 feet to a point of curve;

Thence 72.03 feet on the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of $82^{\circ}32'47''$ and a chord distance of 65.97 feet which bears South $43^{\circ}53'50''$ East;

Thence South $85^{\circ}10'14''$ East, 79.02 feet to a point of curve;

Thence 63.04 feet on the arc of a curve to the right, said curve having a radius of 40.00 feet, a central angle of $90^{\circ}17'38''$ and a chord distance of 56.71 feet which bears South $40^{\circ}01'25''$ East;

Thence South $05^{\circ}07'24''$ West, 179.00 feet to a point of curve;

Thence 115.99 feet on the arc of a curve to the right, said curve having a radius of 175.62 feet, a central angle of $37^{\circ}50'30''$ and a chord distance of 113.89 feet which bears South $24^{\circ}02'39''$ West to a point of reverse curve;

Thence 96.05 feet on the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 55°02'04" and a chord distance of 92.40 feet which bears South 15°26'52" West;

Thence South 12°04'10" East, 62.51 feet to a point of curve;

Thence 219.16 feet on the arc of a curve to the right, said curve having a radius of 1650.00 feet, a central angle of 07°36'38" and a chord distance of 219.00 feet which bears South 08°15'51" East;

Thence South 04°27'32" East, 113.23 feet to a point of curve;

Thence 124.41 feet on the arc of a curve to the right, said curve having a radius of 250.00 feet, a central angle of 28°30'46" and a chord distance of 123.13 feet which bears South 09°47'51" West;

Thence South 24°03'14" West, 41.19 feet to a point of curve;

Thence 21.10 feet on the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 48°20'53" and a chord distance of 20.48 feet which bears South 00°07'12" East;

Thence South 24°17'42" East, 5.53 feet plus or minus to a point on the northerly right-of-way line of North Bogus Basin Road, said point being the **POINT OF TERMINUS** of this 40.00 foot wide road centerline (from which point the 1/4 section corner common to said sections 26 and 27 bears North 17°01'46" East, 1517.51 feet distant). The side lines of this road are to be extended or shortened to create a continuous 40.00 foot wide strip of land. Said parcel contains 2.69 acres more or less.

ALSO INCLUDING:

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet (formerly described as North 89°44'13" West, 1320.61 feet) on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27;

Thence North 00°27'00" East, 653.80 feet (formerly described as North 00°12'51" West) on the north-south 1/16 th section line of the NE 1/4 of said Section 27, said line also being the

easterly boundary line of El Pe'lar Estates No. 1 and El Pe'lar Estates No. 5 Subdivisions, as same are shown on the Plats thereof recorded in Book 39 of Plats at Page 3284 and Book 57 of Plats at Page 5251 of Ada County Records, to a point on a curve on the centerline of West Simplot Lane, an existing private drive, said point being the **REAL POINT OF BEGINNING** of the centerline of a 40.00 foot wide road, being 20.00 feet on each side of the following described centerline;

Thence continuing North $00^{\circ}27'00''$ East, 27.55 feet (formerly described as North $00^{\circ}12'51''$ West) on said 1/16 th section line to a point on a curve on the northerly right-of-way line of said West Simplot Lane;

Thence 51.91 feet on the arc of a curve to the left, said curve having a radius of 217.05 feet, a central angle of $13^{\circ}42'16''$ and a chord distance of 51.79 feet which bears South $42^{\circ}42'31''$ West on the northerly right-of-way line of said West Simplot Lane to a point on the easterly boundary line of Lot 28, Block 4 of said El Pe'lar Estates No. 5 Subdivision;

Thence on the easterly boundary line of said El Pe'lar Estates No. 5 Subdivision for the following courses and distances:

Thence South $26^{\circ}23'02''$ East, 15.63 feet (formerly described as South $27^{\circ}00'00''$ East) to the southeast corner of said Lot 28;

Thence South $63^{\circ}36'58''$ West, 100.17 feet (formerly described as South $63^{\circ}00'00''$ West, 100.00 feet) to an angle point in said Lot 28;

Thence South $26^{\circ}21'45''$ East, 259.73 feet (formerly described as South $27^{\circ}00'00''$ East, 259.81 feet) to a point on the north-south 1/16 th section line of said NE 1/4, said point also being the easterly lot corner common to Lots 25 and 26 of said El Pe'lar Estates No. 5 (from which point the center-east 1/16 th section corner of said Section 27 bears South $00^{\circ}27'00''$ West, 352.04 feet (formerly described as South $00^{\circ}12'51''$ East, 352.04 feet);

Thence leaving the easterly boundary line of said El Pe'lar Estates No. 5 Subdivision and from said easterly lot corner of Lots 25 and 26, North $00^{\circ}27'00''$ East, 301.76 feet (formerly described as North $00^{\circ}12'51''$ West) on said north-south 1/16 th section line to the real point of beginning. Said parcel contains 0.41 acres more or less.

Exhibit C

POND EASEMENT

Effective as of the _____ day of _____, 2005, for good and valuable consideration, J. R. Simplot Company, a Nevada corporation, ("Grantor"), whose address is 999 Main Street, Suite 1300, Boise, Idaho 83702, does hereby grant, sell and convey to the State of Idaho for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose address is 650 W. State Street, Room 100, PO Box 83720, Boise, ID 83720-0003 ("Grantee"), its successors and assigns, a non-exclusive easement ("Easement") to use an existing outdoor concrete pond and waterfall together with its related controls, pumps, motors and other appurtenances. The Easement is situated within a portion of Grantor's land located within the SE¼SE¼ Section 27 Township 4 North, Range 2 East Boise Meridian, Ada County, Idaho.

A surveyed description of the Easement parcel is described in Exhibit A attached hereto and made a part of this agreement.

Pursuant to and consistent with that certain Donation Agreement for Governor's Residence effective as of the _____ day of _____, 2005, the Grantee agrees to be responsible for 46.97% of the costs to maintain the pond, waterfall and the related controls, pumps, motors and other appurtenances. Furthermore, the Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage or injury to persons or property which may result from the Grantee's use of the pond and waterfall; provided, however, that said loss, damage or injury does not arise out of or result from the negligence or willful acts of Grantor, its agents or employees.

This Easement shall be deemed to be a covenant running with the land and shall be binding upon both the Grantor and Grantee, their heirs, legal representatives and successors in title.

Grantor shall have the right to use the land and the improvements within the Easement in connection with Grantor's irrigation system on adjacent land for storage and pumping of irrigation water and for other reasonable uses so long as Grantor shall not hinder, conflict or interfere with Grantee's rights granted hereunder. Grantor agrees that notwithstanding the fact that this Easement is non-exclusive, other than the Grantor or its successor in interest to the ownership of the land on which the Easement is situated, no other party shall be granted Grantor's use rights described herein, either by easement, license or similar means.

The terms, conditions and provisions of this agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Pond Easement this _____ day of _____, 2005.

GRANTOR:
J.R. Simplot Company

Its:

GRANTEE:
State of Idaho for the benefit of the Governor's
Housing Committee pursuant to
Idaho Code § 67-455A(2)

Its:

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2) and on oath stated he/she was authorized to execute this instrument on behalf of the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2).

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for the J. R. Simplot Company and on oath stated he/she was authorized to execute this instrument on behalf of the J. R. Simplot Company.

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

Exhibit A

**POND & WATERFALL EASEMENT
DESCRIPTION
(REVISED)**

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet (formerly described as North 89°44'13" West, 1320.61 feet) on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27;

Thence South 00°24'27" West, 1327.57 feet (formerly described as South 00°19'24" East) on the north-south 1/16 th section line of the SE 1/4 of said Section 27 to the southeast 1/16 th section corner of said Section 27, said point being the **REAL POINT OF BEGINNING**;

Thence South 89°25'26" East, 180.00 feet on the east-west 1/16 th section line of said SE 1/4;

Thence leaving said 1/16 th section line, South 00°24'27" West, 140.00 feet;

Thence North 89°25'26" West, 180.00 feet;

Thence North 00°24'27" East, 140.00 feet to the real point of beginning.

Exhibit D

Those portions of IDWR Water Right Nos. 63-3418, 63-9335 and 63-10314 to be conveyed to the State (46.97%) and those portions of IDWR Water right nos. 63-3418, 63-9335 and 63-10314 to be reserved in the J. R. Simplot Company (53.03%) not conveyed to the State are set forth below:

Table 1

IDWR Water Right Number	Total quantity (cfs), and no. of irrigated acres under original water right	The quantity and number of irrigated acres to be conveyed to the State	The quantity and number of irrigated acres to be reserved by J. R. Simplot Company
*63-3418	Quantity = 0.10 cfs No. of acres = 3	Quantity = 0.047 cfs No. of acres = 1.41	Quantity = 0.053 cfs No. of Acres = 1.59
*63-9335	Quantity = 0.82 cfs No. of acres = 40	Quantity = 0.375 cfs No. of acres = 18.79	Quantity = 0.435 cfs No. of acres = 21.21
*63-10314	Quantity = 0.20 cfs No. of acres = 23	Quantity = 0.094 cfs No. of acres = 10.80	Quantity = 0.106 cfs No. of acres = 12.20

*A condition of approval on these water rights limits the combined total quantity to no more than 0.91 cfs. Due to this limitation the State shall be limited to no more than 0.427 cfs (46.97% x 0.91cfs) when exercising its combined rights described above. Under this limitation, J. R. Simplot Company shall reserve the right to divert up to 0.483 cfs (53.07% x 0.91cfs) when exercising its combined rights described above.

The following is a description of the place of use claimed in the Snake River Basin Adjudication ("SRBA") for IDWR water right nos. 63-3418, 63-9335 and 63-10314, the place of use to be conveyed to the State and the place of use to be reserved by the J. R. Simplot Company

Table 2

Legal description of 40 acre subdivision (quarter quarter section) All are within Section 27 T4N R2E B.M.	Total number of acres irrigated within this 40 acre subdivision claimed in the SRBA	The no. of irrigated acres within this 40 acre subdivision to be conveyed to the State	The no. of irrigated acres within this 40 acre subdivision to be reserved by the J. R. Simplot Company which shall not be conveyed to the State
SW¼NE¼	1.3	0*	1.3
SE¼NE¼	19.0	8.66	10.34
NE¼SE¼	28.0	20.74	7.26
NW¼SE¼	1.6	1.6	0
SW¼SE¼	9.3	0*	9.3
SE¼SE¼	6.8	0*	6.8
Total	66 acres	31 acres	35 acres

*State does not receive any irrigated land with water rights within these 40 acre subdivisions.

Exhibit E

Legal Description of Combined Ownership of the State, Simplot and Claremont for purpose of allocating common maintenance, repair and replacement expenses.

Parcel 1

(APN: S0627131207)

A parcel of land located in the Southwest ¼ of the Northeast ¼ of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap which marks the center ¼ corner of Section 27, Township 4 North, Range 2 East, Boise Meridian; thence South 89°40'36" East 1320.11 feet along the ¼ section line to an iron pin marking the East 1/16 corner of said Section 27; thence North 0°12'52" West 352.04 feet along the 1/16th line to a point being the Real Point of Beginning; thence North 27°00'00" West 259.81 feet to a point; thence North 63°00'00" East 100.00 feet to a point; thence North 27°00'00" West 444.05 feet to a point; thence North 53°36'04" West 40.00 feet to a point; thence South 36°23'56" West 38.37 feet to a point; thence South 78°57'26" West 548.64 feet to a point; thence North 22°00'00" West 441.03 feet to an iron pin on the 1/16th line between the North 1/16 corner and the Northeast 1/16 corner of said Section 27; thence South 89°46'31" East 985.51 feet along that 1/16th line to an iron pin marking the Northeast 1/16 corner of said Section 27; thence South 0°12'52" East 965.38 feet along the 1/16th line to the Real Point of Beginning.

EXCEPTING THEREFROM the following described property:

A parcel of land lying in the Southwest quarter of the Northeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the center ¼ line of said Section 27; thence North 0°14'45" West 1315.08 feet along the center ¼ line to an iron pin being the North 1/16 corner of said Section 27; thence South 89°46'31" East 685.26 feet along the 1/16 line to a point; thence South 0°13'29" West 150.00 feet to the Real Point of Beginning; thence continuing South 0°13'29" West 100.00 feet to a point; thence North 89°46'31" West 100.00 feet to a point; thence North 0°13'29" East 100.00 feet to a point; thence South 89°46'31" East 100.00 feet to the Real Point of Beginning.

Parcel 2

(APN: S0627141810 and S0627417500)

The Southeast quarter of the Northeast quarter; and that part of the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, in Ada County, Idaho, more particularly described as follows:

Beginning at a point 40 rods North of the Southeast corner of said Northeast quarter of the Southeast quarter, running thence 9 rods West; thence 40 rods South; thence 71 rods West; thence 80 rods North; thence 80 rods East; thence 40 rods South to the point of beginning. EXCEPT any portion lying within the right-of-way of Bogus Basin Road.

ALSO EXCEPTING THEREFROM a parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the Northwestern right-of-way line of Bogus Basin Road as shown on project plans S-3789(1), sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwestern right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 3

(APN: R2348780090)

Lot 1 in Block 1 of El Pe'lar Estates No. 4 Subdivision, according to the official plat thereof, filed in Book 52 of Plats at pages 4545 and 4546 official records of Ada County, Idaho.

Parcel 4

(APN: S0627438840)

That certain tract located in Section 27, Township 4 North, Range 2 East, B.M., Ada County, Idaho, more particularly described as follows:

That portion of the Southeast quarter of the Southeast quarter of said Section 27, lying North of the Northerly boundary of Bogus Basin Road right of way, and that portion of the Southwest quarter of the Southeast quarter of said Section 27, lying Northerly of the above described North boundary of said Bogus Basin Road and Easterly of a line 30 feet East from the center line of Peaceful Cove Road (now Cartwright Road).

Parcel 5

(APN: S0627417320)

A parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the Northwestern right-of-way line of Bogus Basin Road as shown on project plans S-3789(1), sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwestern right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 6

(APN: S0627417280)

Beginning at the Southeast corner of the Northeast quarter of the Southeast quarter (NE1/4 SE1/4) of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho; running thence Forty (40) rods North; thence Nine (9) rods West; thence Forty (40) rods South; thence Nine (9) rods East to the point of beginning.

EXCEPT commencing at the section corner common to Sections 26, 27, 34 and 35, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho; thence North $11^{\circ} 53' \frac{1}{2}'$ West, 1001.66 feet; thence North $25^{\circ} 39'$ West, 229.47 feet; thence North $54^{\circ} 41' 22''$ East, 227.31 feet to an iron pin; which is the real point of beginning; thence East 114.65 feet to an iron pin; thence North $0^{\circ} 14' 36''$ East, 105.92 feet to an iron pin; thence along the Northeasterly right-of-way boundary of Bogus Basin Road on a curve to the right, a distance of 155.84 feet to an iron pin to the real point of beginning, said curve having a central angle of $6^{\circ} 07' 36''$, a radius of 1457.40 feet and a long chord bearing South $47^{\circ} 09' 12''$ West, a distance of 155.77 feet.

Exhibit F

ACCESS EASEMENT -- IRRIGATION WELLS (J. R. Simplot Company Property)

Effective as of the _____ day of _____, 2005, for good and valuable consideration, J. R. Simplot Company, a Nevada corporation, ("Grantor"), whose address is 999 Main Street, Suite 1300, Boise, Idaho 83702, does hereby grant, sell and convey to the State of Idaho for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose address is 650 W. State Street, Room 100, PO Box 83720, Boise, ID 83720-0003 ("Grantee"), its successors and assigns, a non-exclusive twenty-foot wide access easement along an existing unimproved dirt roadway for the purpose of using, maintaining, operating, repairing and replacing an existing well and the related controls, pumps, motors and other appurtenances ("Corral Well") situated on Grantor's real property located within the SE¼NE¼ of Section 27 T.4N R.2E and to access a second irrigation well situated on adjacent land presently owned by Claremont Realty Company ("Claremont"). The Corral Well is used to irrigate portions of the land described on Exhibit A attached hereto which is owned by the Grantee pursuant to and consistent with that certain Donation Agreement for Governor's Residence effective as of the _____ day of _____, 2005 ("Donation Agreement").

Furthermore, Grantor also does hereby grant, sell and convey to the Grantee a non-exclusive twenty-foot wide access easement along an extension of the same existing unimproved dirt roadway across the land of Grantor situated within portions of Section 27 T4N R2E Section 27, for the purpose of accessing a second irrigation well located on adjacent land presently land by Claremont. The second irrigation well is located within the NW¼NE¼ of Section 27 T4N R2E ("Claremont Well") and is also used together with the Corral Well to irrigate the land described in Exhibit A attached hereto. The Claremont Well is not located on the property of Grantor. The easement rights granted hereunder as they relate to the Claremont Well are for access across the land of Grantor only to reach the boundary of the adjacent Claremont land, and for no other purpose.

The location of the access easement routes are hereinafter referred to as the Easement. The location of the Easement and Corral Well are more accurately shown on Exhibit B attached hereto.

Pursuant to the Donation Agreement and as a condition of the rights granted hereunder, the Grantee agrees to be responsible for 46.97% of the costs to maintain the Easement and the Corral Well together with its related controls, pumps, motors and other appurtenances in substantially their present condition and configuration. Furthermore, the Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage or injury to persons or property which may result from the Grantee's use of the Easement and Corral Well; provided, however, that said loss, damage or injury does not arise out of or result from the negligence or willful acts of Grantor, its agents or employees.

This Easement shall be deemed to be a covenant running with the land and shall be binding upon both the Grantor and Grantee, their heirs, legal representatives and successors in title.

Subject to Grantee's rights hereunder, Grantor shall have the right to use the land and the improvements within the Easement route for any purpose so long as Grantor shall not unreasonably hinder, conflict or interfere with Grantee's rights granted hereunder. Grantor reserves the right to realign or relocate the Easement or portions of the Easement. Should Grantor exercise its rights of realignment, Grantor shall be responsible for any costs of relocation and of providing a new description of the revised Easement. The scheduling of such realignment shall be subject to good faith mutual agreement of the parties. Grantor shall use good faith efforts to determine the route of the new alignment in such a way as to avoid any unreasonable hardship on Grantee.

The terms, conditions and provisions of this agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Access Easement Irrigation Wells this ____ day of _____, 2005.

GRANTOR:
J.R. Simplot Company

GRANTEE:
State of Idaho for the benefit of the
Governor's Housing Committee pursuant
to Idaho Code § 67-455A(2)

Its: _____

Its: _____

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2) and on oath stated he/she was authorized to execute this instrument on behalf of the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2).

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for the J. R. Simplot Company and on oath stated he/she was authorized to execute this instrument on behalf of the J. R. Simplot Company.

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

Exhibit A
(Donated Property Description)

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South 28°16'31" East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of 32°50'29" and a chord distance of 124.38 feet which bears South 44°41'45" East;

Thence South 61°06'59" East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of 3°37'10" and a chord distance of 58.88 feet which bears South 59°18'24" East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of 31°52'14" and a chord distance of 118.16 feet which bears South 41°33'42" East;

Thence South 25°37'35" East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of 37°14'54" and a chord distance of 77.43 feet which bears South 07°00'08" East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of 35°19'03" and a chord distance of 33.37 feet which bears South 29°16'51" West;

Thence South 46°56'22" West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of 49°33'49" and a chord distance of 108.98 feet which bears South 22°09'28" West;

Thence South 02°37'27" East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of 82°32'47" and a chord distance of 92.35 feet which bears South 43°53'50" East;

Thence South 85°10'14" East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°17'38" and a chord distance of 28.36 feet which bears South 40°01'25" East;

Thence South 05°07'24" West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of $37^{\circ}50'30''$ and a chord distance of 100.92 feet which bears South $24^{\circ}02'39''$ West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of $55^{\circ}02'04''$ and a chord distance of 110.88 feet which bears South $15^{\circ}26'52''$ West;

Thence South $12^{\circ}04'10''$ East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of $07^{\circ}36'38''$ and a chord distance of 216.35 feet which bears South $08^{\circ}15'51''$ East;

Thence South $04^{\circ}27'32''$ East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of $11^{\circ}22'54''$ and a chord distance of 45.61 feet which bears South $01^{\circ}13'54''$ West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North $89^{\circ}25'26''$ West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North $00^{\circ}24'27''$ East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1, Block 1, El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records.

Exhibit B
Location of Easement Route and J.R. Simplot Company Well within
Section 27, Township 4 North, Range 2 East, B.M.,
Ada County, Idaho

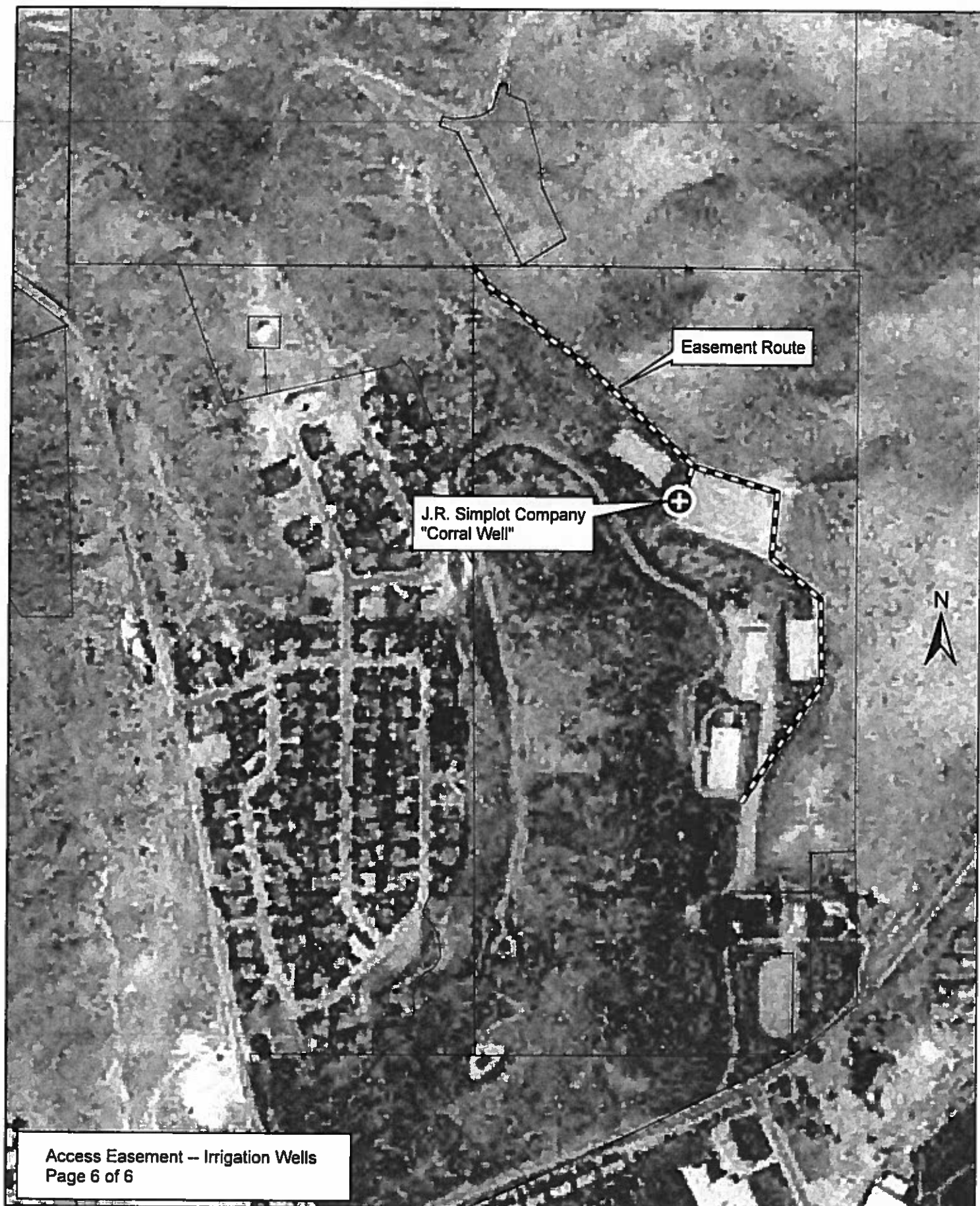


Exhibit G

ACCESS EASEMENT – IRRIGATION WELL (Claremont Realty Company Property)

Effective as of the _____ day of _____, 2005, for good and valuable consideration, Claremont Realty Company, an Idaho corporation, ("Grantor"), whose address is 999 Main Street, Suite 1300, Boise, Idaho 83702, does hereby grant, sell and convey to the State of Idaho for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose address is 650 W. State Street, Room 100, PO Box 83720, Boise, ID 83720-0003 ("Grantee"), its successors and assigns, a non-exclusive twenty-foot wide access easement along an existing unimproved dirt roadway for the purpose of using, maintaining, operating, repairing and replacing an existing well and the related controls, pumps, underground pipeline, motors and other appurtenances ("Claremont Well"). Said Claremont Well and roadway are situated on Grantor's real property located within the NW¼NE¼ of Section 27 T.4N R.2E. The Claremont Well is used to irrigate portions of the land described on Exhibit A attached hereto which is owned by the Grantee pursuant to and consistent with that certain Donation Agreement for Governor's Residence effective as of the _____ day of _____, 2005 ("Donation Agreement").

The location of the access easement route is hereinafter referred to as the Easement. The location of the Easement and Claremont Well are more accurately shown on Exhibit B attached hereto.

Pursuant to the Donation Agreement and as a condition of the rights granted hereunder, the Grantee agrees to be responsible for 46.97% of the costs to maintain the Easement and the Claremont Well together with its related controls, pumps, motors and other appurtenances, in substantially their present configuration and condition. Furthermore, the Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage or injury to persons or property which may result from the Grantee's use of the Easement and Claremont Well; provided, however, that said loss, damage or injury does not arise out of or result from the negligence or willful acts of Grantor, its agents or employees.

This Easement shall be deemed to be a covenant running with the land and shall be binding upon both the Grantor and Grantee, their heirs, legal representatives and successors in title.

Subject to Grantee's rights granted hereunder, Grantor shall have the right to use the land and the improvements within the Easement route for any purpose so long as Grantor shall not unreasonably hinder, conflict or interfere with Grantee's rights granted hereunder. Grantor reserves the right to realign or relocate the Easement or portions of the Easement. Should Grantor exercise its rights of realignment, Grantor shall be responsible for any costs of relocation and of providing a new description of the revised Easement. The scheduling of such realignment shall be subject to good faith mutual agreement of the parties. Grantor shall use good faith efforts to determine the route of the new alignment in such a way as to avoid any unreasonable hardship on Grantee.

The terms, conditions and provisions of this agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Access Easement Irrigation Well this _____ day of _____, 2005.

GRANTOR:
Claremont Realty Company

Its:

GRANTEE:

State of Idaho for the benefit of the Governor's
Housing Committee pursuant to
Idaho Code § 67-455A(2)

Its:

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2) and on oath stated he/she was authorized to execute this instrument on behalf of the STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2).

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

STATE OF IDAHO,)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me known to be the _____ for Claremont Realty Company and on oath stated he/she was authorized to execute this instrument on behalf of Claremont Realty Company.

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

Notary Public in and for the State of Idaho
Residing at: _____, ID
My commission expires:

Exhibit A
(Donated Property Description)

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South $28^{\circ}16'31''$ East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of $32^{\circ}50'29''$ and a chord distance of 124.38 feet which bears South $44^{\circ}41'45''$ East;

Thence South $61^{\circ}06'59''$ East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of $3^{\circ}37'10''$ and a chord distance of 58.88 feet which bears South $59^{\circ}18'24''$ East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of $31^{\circ}52'14''$ and a chord distance of 118.16 feet which bears South $41^{\circ}33'42''$ East;

Thence South $25^{\circ}37'35''$ East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of $37^{\circ}14'54''$ and a chord distance of 77.43 feet which bears South $07^{\circ}00'08''$ East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of $35^{\circ}19'03''$ and a chord distance of 33.37 feet which bears South $29^{\circ}16'51''$ West;

Thence South $46^{\circ}56'22''$ West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of $49^{\circ}33'49''$ and a chord distance of 108.98 feet which bears South $22^{\circ}09'28''$ West;

Thence South $02^{\circ}37'27''$ East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of $82^{\circ}32'47''$ and a chord distance of 92.35 feet which bears South $43^{\circ}53'50''$ East;

Thence South $85^{\circ}10'14''$ East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ}17'38''$ and a chord distance of 28.36 feet which bears South $40^{\circ}01'25''$ East;

Thence South $05^{\circ}07'24''$ West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of 37°50'30" and a chord distance of 100.92 feet which bears South 24°02'39" West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 55°02'04" and a chord distance of 110.88 feet which bears South 15°26'52" West;

Thence South 12°04'10" East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of 07°36'38" and a chord distance of 216.35 feet which bears South 08°15'51" East;

Thence South 04°27'32" East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 11°22'54" and a chord distance of 45.61 feet which bears South 01°13'54" West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North 89°25'26" West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North 00°24'27" East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1, Block 1, El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records.

Exhibit B
Location of Easement Route and Claremont Well within
Section 27, Township 4 North, Range 2 East, B.M.,
Ada County, Idaho



Exhibit H

DONATION BARGAIN AND SALE DEED

GRANTOR, J.R. SIMPLOT COMPANY, a Nevada corporation, as successor by merger to Simplot Industries, Inc., a Utah corporation, formerly known as Ruby Company, a Utah corporation, as the Donor herein, whose principal address is 999 Main Street, Suite 1300, Boise ID 83702, for Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and donate unto STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose principal address is 650 W. State Street, Room 100, P. O. Box 83720 Boise, ID 83720-0003, as the GRANTEE and Donee hereunder, and to Grantee's successors and assigns forever, all of the following described real estate located in Ada County, State of Idaho, hereafter referred to as "Donated Property":

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and those portions of Idaho Department of Water Resources water right numbers 63-3418, 63-9335 and 63-10314 as described on Exhibit B attached hereto, and SUBJECT TO such rights, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

This conveyance is made further subject to the following reservations, covenants and restrictions, which shall run with the land and shall extend to and be binding upon the Grantee, its successors and assigns:

1. Grantor expressly reserves an easement for ingress and egress, over, under and across the Donated Property for access to the existing irrigation wells, pumps, motors, control panels, valves and any other irrigation system appurtenances for the purposes of operating, maintaining, repairing and replacing the irrigation system used to irrigate the Donated Property and other land owned by Grantor and Claremont Realty Company, their successors and assigns, adjacent thereto and more particularly described on Exhibit C attached hereto and made a part hereof.
2. Grantee, its successors and assigns shall be obligated, at their sole cost and expense, to permanently display the United States Flag at the residence located on the Donated Property. The flag shall be
 - a. no less than 30 feet x 50 feet in size,
 - b. lit during evening and the night hours, and
 - c. displayed in a clean condition in good repair.

Nothing herein shall prevent Grantee from also flying the State of Idaho Flag or other appropriate flags in addition to displaying the United States Flag.

3. Grantor, for itself and its assigns (which assigns shall be limited to any or all of the children of J. R. Simplot or their children, or to any entity in which the Grantor, the children of J. R. Simplot or their children have a 100 percent ownership or beneficial interest), reserves the right of first refusal to purchase the Donated Property and all

improvements now or hereafter situated thereon on the same terms and conditions of any bona fide offer from a third party to purchase said property for a non-public purpose. Grantor shall have (60) days from receipt of a copy of the bona fide third party offer to notify the Grantee in writing of its decision to either purchase or not purchase said property pursuant to this right of first refusal. On the date of any purchase by Grantor pursuant to this right of first refusal, the Grantee shall convey title to said property to Grantor pursuant to the following terms and conditions:

- a. Except for those matters that appear in the official real property records of Ada County which do not render title to said property unmarketable, Grantee shall convey to Grantor good and marketable title to said property, free and clear of liens and encumbrances upon receipt of the purchase price.
- b. The purchase price Grantor shall pay to Grantee for said property shall be equal to the purchase price contained in the bona fide third party offer described above less \$2,110,000 (the appraised value of the Donated Property and all improvements situated thereon as of the date of this Donation Bargain and Sale Deed).

Should Grantor or its assigns choose not to purchase said property pursuant to this right of first refusal, Grantor or its assigns, as appropriate, shall promptly execute and deliver to Grantee a Quitclaim Deed releasing its right of first refusal, which shall be recorded in the records of Ada County, Idaho.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto caused this deed to be executed in its corporate name this ____ day of _____, 2005.

J.R. SIMPLOT COMPANY

By _____
Lawrence S. Hlobik, President & CEO

ATTEST:

By _____
Terry T. Uhling, Secretary

STATE OF IDAHO)
) ss.
County of ADA)

On this _____ day of _____, 2005, before me, a Notary Public in and for said State, personally appeared Lawrence S. Hlobik and Terry T. Uhling, known to me to be the President & CEO and Secretary, respectively of J.R. Simplot Company, the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

Exhibit A
(Donated Property Description)

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South $28^{\circ}16'31''$ East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of $32^{\circ}50'29''$ and a chord distance of 124.38 feet which bears South $44^{\circ}41'45''$ East;

Thence South $61^{\circ}06'59''$ East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of $3^{\circ}37'10''$ and a chord distance of 58.88 feet which bears South $59^{\circ}18'24''$ East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of $31^{\circ}52'14''$ and a chord distance of 118.16 feet which bears South $41^{\circ}33'42''$ East;

Thence South $25^{\circ}37'35''$ East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of $37^{\circ}14'54''$ and a chord distance of 77.43 feet which bears South $07^{\circ}00'08''$ East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of $35^{\circ}19'03''$ and a chord distance of 33.37 feet which bears South $29^{\circ}16'51''$ West;

Thence South $46^{\circ}56'22''$ West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of $49^{\circ}33'49''$ and a chord distance of 108.98 feet which bears South $22^{\circ}09'28''$ West;

Thence South $02^{\circ}37'27''$ East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of $82^{\circ}32'47''$ and a chord distance of 92.35 feet which bears South $43^{\circ}53'50''$ East;

Thence South $85^{\circ}10'14''$ East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ}17'38''$ and a chord distance of 28.36 feet which bears South $40^{\circ}01'25''$ East;

Thence South $05^{\circ}07'24''$ West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of 37°50'30" and a chord distance of 100.92 feet which bears South 24°02'39" West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 55°02'04" and a chord distance of 110.88 feet which bears South 15°26'52" West;

Thence South 12°04'10" East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of 07°36'38" and a chord distance of 216.35 feet which bears South 08°15'51" East;

Thence South 04°27'32" East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 11°22'54" and a chord distance of 45.61 feet which bears South 01°13'54" West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North 89°25'26" West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North 00°24'27" East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1, Block 1, El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records.

Exhibit B

Those portions of IDWR Water Right Nos. 63-3418, 63-9335 and 63-10314 conveyed to the State (46.97%) and those portions of IDWR Water right nos. 63-3418, 63-9335 and 63-10314 reserved in the J. R. Simplot Company (53.03%) not conveyed to the State are set forth below:

Table 1

IDWR Water Right Number	Total quantity (cfs), and no. of irrigated acres under original water right	The quantity and number of irrigated acres to be conveyed to the State	The quantity and number of irrigated acres to be reserved by J. R. Simplot Company
*63-3418	Quantity = 0.10 cfs No. of acres = 3	Quantity = 0.047 cfs No. of acres = 1.41	Quantity = 0.053 cfs No. of Acres = 1.59
*63-9335	Quantity = 0.82 cfs No. of acres = 40	Quantity = 0.385 cfs No. of acres = 18.79	Quantity = 0.435 cfs No. of acres = 21.21
*63-10314	Quantity = 0.20 cfs No. of acres = 23	Quantity = 0.094 cfs No. of acres = 10.80	Quantity = 0.106 cfs No. of acres = 12.20

*A condition of approval on these water rights limits the combined total quantity to no more than 0.91 cfs. Due to this limitation the State shall be limited to no more than 0.427 cfs (46.97% x 0.91cfs) when exercising its combined rights described above. Under this limitation, J. R. Simplot Company shall reserve the right to divert up to 0.483 cfs (53.07% x 0.91cfs) when exercising its combined rights described above.

The following is a description of the place of use claimed in the Snake River Basin Adjudication ("SRBA") for IDWR water right nos. 63-3418, 63-9335 and 63-10314, the place of use conveyed to the State and the place of use reserved by the J. R. Simplot Company

Table 2

Legal description of 40 acre subdivision (quarter quarter section) All are within Section 27 T4N R2E B.M.	Total number of acres irrigated within this 40 acre subdivision claimed in the SRBA	The no. of irrigated acres within this 40 acre subdivision to be conveyed to the State	The no. of irrigated acres within this 40 acre subdivision reserved by the J. R. Simplot Company which shall not be conveyed to the State
SW¼NE¼	1.3	0*	1.3
SE¼NE¼	19.0	8.66	10.34
NE¼SE¼	28.0	20.74	7.26
NW¼SE¼	1.6	1.6	0
SW¼SE¼	9.3	0*	9.3
SE¼SE¼	6.8	0*	6.8

Total 66 acres 31 acres 35 acres

*State does not receive any irrigated land with water rights within these 40 acre subdivisions.

Exhibit C
(Adjacent Lands Owned by J.R. Simplot Company & Claremont Realty Company)

Those lands more particularly described below, EXCEPTING THEREFROM the Donated Property described on Exhibit A herein:

Parcel 1

J.R. Simplot Company (APN: S0627131207)

A parcel of land located in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap which marks the center $\frac{1}{4}$ corner of Section 27, Township 4 North, Range 2 East, Boise Meridian; thence South $89^{\circ}40'36''$ East 1320.11 feet along the $\frac{1}{4}$ section line to an iron pin marking the East $\frac{1}{16}$ corner of said Section 27; thence North $0^{\circ}12'52''$ West 352.04 feet along the $\frac{1}{16}^{\text{th}}$ line to a point being the Real Point of Beginning; thence North $27^{\circ}00'00''$ West 259.81 feet to a point; thence North $63^{\circ}00'00''$ East 100.00 feet to a point; thence North $27^{\circ}00'00''$ West 444.05 feet to a point; thence North $53^{\circ}36'04''$ West 40.00 feet to a point; thence South $36^{\circ}23'56''$ West 38.37 feet to a point; thence South $78^{\circ}57'26''$ West 548.64 feet to a point; thence North $22^{\circ}00'00''$ West 441.03 feet to an iron pin on the $\frac{1}{16}^{\text{th}}$ line between the North $\frac{1}{16}$ corner and the Northeast $\frac{1}{16}$ corner of said Section 27; thence South $89^{\circ}46'31''$ East 985.51 feet along that $\frac{1}{16}^{\text{th}}$ line to an iron pin marking the Northeast $\frac{1}{16}$ corner of said Section 27; thence South $0^{\circ}12'52''$ East 965.38 feet along the $\frac{1}{16}^{\text{th}}$ line to the Real Point of Beginning.

EXCEPTING THEREFROM the following described property:

A parcel of land lying in the Southwest quarter of the Northeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the center $\frac{1}{4}$ line of said Section 27; thence North $0^{\circ}14'45''$ West 1315.08 feet along the center $\frac{1}{4}$ line to an iron pin being the North $\frac{1}{16}$ corner of said Section 27; thence South $89^{\circ}46'31''$ East 685.26 feet along the $\frac{1}{16}$ line to a point; thence South $0^{\circ}13'29''$ West 150.00 feet to the Real Point of Beginning; thence continuing South $0^{\circ}13'29''$ West 100.00 feet to a point; thence North $89^{\circ}46'31''$ West 100.00 feet to a point; thence North $0^{\circ}13'29''$ East 100.00 feet to a point; thence South $89^{\circ}46'31''$ East 100.00 feet to the Real Point of Beginning.

Parcel 2

J.R. Simplot Company (APN: S0627141810 and S0627417500)

The Southeast quarter of the Northeast quarter; and that part of the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, in Ada County, Idaho, more particularly described as follows:

Beginning at a point 40 rods North of the Southeast corner of said Northeast quarter of the Southeast quarter, running thence 9 rods West; thence 40 rods South; thence 71 rods West; thence 80 rods North; thence 80 rods East; thence 40 rods South to the point of beginning. EXCEPT any portion lying within the right-of-way of Bogus Basin Road.

ALSO EXCEPTING THEREFROM a parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the Northwestern right-of-way line of Bogus Basin Road as shown on project plans S-3789(1), sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwestern right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 3

J.R. Simplot Company (APN: S0627438840)

That certain tract located in Section 27, Township 4 North, Range 2 East, B.M., Ada County, Idaho, more particularly described as follows:

That portion of the Southeast quarter of the Southeast quarter of said Section 27, lying North of the Northerly boundary of Bogus Basin Road right of way, and that portion of the Southwest quarter of the Southeast quarter of said Section 27, lying Northerly of the above described North boundary of said Bogus Basin Road and Easterly of a line 30 feet East from the center line of Peaceful Cove Road (now Cartwright Road).

Parcel 4

J.R. Simplot Company (APN: S0627417320)

A parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the Northwestern right-of-way line of Bogus Basin Road as shown on project plans S-3789(1),
GOVERNOR'S RESIDENCE DONATION AGREEMENT- 55

sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwesterly right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 5

Claremont Realty (APN: S0627417280)

Beginning at the Southeast corner of the Northeast quarter of the Southeast quarter (NE1/4 SE1/4) of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho; running thence Forty (40) rods North; thence Nine (9) rods West; thence Forty (40) rods South; thence Nine (9) rods East to the point of beginning.

EXCEPT commencing at the section corner common to Sections 26, 27, 34 and 35, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho; thence North $11^{\circ} 53' \frac{1}{2}"$ West, 1001.66 feet; thence North $25^{\circ} 39'$ West, 229.47 feet; thence North $54^{\circ} 41' 22"$ East, 227.31 feet to an iron pin; which is the real point of beginning; thence East 114.65 feet to an iron pin; thence North $0^{\circ} 14' 36"$ East, 105.92 feet to an iron pin; thence along the Northeasterly right-of-way boundary of Bogus Basin Road on a curve to the right, a distance of 155.84 feet to an iron pin to the real point of beginning, said curve having a central angle of $6^{\circ} 07' 36"$, a radius of 1457.40 feet and a long chord bearing South $47^{\circ} 09' 12"$ West, a distance of 155.77 feet.

Exhibit I

QUITCLAIM DEED

J.R. SIMPLOT, individually and as Trustee of the J.R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County as no. 3T-788; and ESTHER B. SIMPLOT, as the spouse of J.R. Simplot, GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, DONATE and forever QUITCLAIM, unto STATE OF IDAHO for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose principal address is 650 W. State Street, Room 100, P.O. Box 83720 Boise, ID 83720-0003, GRANTEE, and to Grantee's successors and assigns forever, all of the following described real property situated in the County of Ada, State of Idaho, to-wit:

See Exhibit A attached hereto and made a part hereof.

TOGETHER with all improvements, tenements, hereditaments and appurtenances thereto belonging.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument this _____ day of _____, 2005.

J.R. SIMPLOT SELF-DECLARATION OF
REVOCABLE TRUST, established by written
instrument dated December 21, 1989, and registered
in the Fourth Judicial District of the State of Idaho,
Ada County as no. 3T-788

By: J.R. Simplot, Trustee

J.R. Simplot, individually

Esther B. Simplot

STATE OF IDAHO }
 } ss.
COUNTY OF ADA }

On this _____ day of _____, 2005, before me, the undersigned, personally appeared J.R. Simplot, to me known to be the individual who executed the foregoing instrument as Trustee of the J.R. Simplot Self-Declaration of Revocable Trust, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County, as No. 3T-788, for the uses and purposes therein mentioned, and on oath stated he was authorized to execute this instrument.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Idaho
Residing at:
Commission expires:

STATE OF IDAHO }
 } ss.
COUNTY OF ADA }

On this _____ day of _____, 2005, before me, the undersigned, personally appeared J.R. Simplot, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Idaho
Residing at:
Commission expires:

STATE OF IDAHO }
 } ss.
COUNTY OF ADA }

On this _____ day of _____, 2005, before me, the undersigned, personally appeared Esther B. Simplot, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Idaho
Residing at:
Commission expires:

Exhibit A
(Donated Property Description)

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South 28°16'31" East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of 32°50'29" and a chord distance of 124.38 feet which bears South 44°41'45" East;

Thence South 61°06'59" East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of 3°37'10" and a chord distance of 58.88 feet which bears South 59°18'24" East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of 31°52'14" and a chord distance of 118.16 feet which bears South 41°33'42" East;

Thence South 25°37'35" East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of 37°14'54" and a chord distance of 77.43 feet which bears South 07°00'08" East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of 35°19'03" and a chord distance of 33.37 feet which bears South 29°16'51" West;

Thence South 46°56'22" West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of 49°33'49" and a chord distance of 108.98 feet which bears South 22°09'28" West;

Thence South 02°37'27" East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of 82°32'47" and a chord distance of 92.35 feet which bears South 43°53'50" East;

Thence South 85°10'14" East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°17'38" and a chord distance of 28.36 feet which bears South 40°01'25" East;

Thence South 05°07'24" West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of 37°50'30" and a chord distance of 100.92 feet which bears South 24°02'39" West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 55°02'04" and a chord distance of 110.88 feet which bears South 15°26'52" West;

Thence South 12°04'10" East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of 07°36'38" and a chord distance of 216.35 feet which bears South 08°15'51" East;

Thence South 04°27'32" East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 11°22'54" and a chord distance of 45.61 feet which bears South 01°13'54" West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North 89°25'26" West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North 00°24'27" East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Together with any and all interest Grantor may have in that certain unrecorded Lease entered into as of October 1, 1980 between Simplot Industries, Inc. a Utah corporation as "Lessor" and J. R. Simplot and Esther B. Simplot, husband and wife as "Lessee", which was subsequently renewed on October 1, 1990 and which Grantor hereby acknowledges was terminated as of September 1, 2005

Parcel B

Lot 1 in Block 1 of El Pe'lar Estates No. 4 Subdivision, according to the official plat thereof, filed in Book 52 of Plats at Pages 4545 and 4546, official records of Ada County, Idaho.

Exhibit J

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **J.R. SIMPLOT**, individually and as Trustee of the **J.R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST**, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County as no. 3T-788; and **ESTHER B. SIMPLOT**, as the spouse of J.R. Simplot ("Simplot") hereby transfers, assigns, conveys and donates to **STATE OF IDAHO** for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), ("State") all right, title and interest in and to the following described Personal Property:

A 7,370 square foot home with two indoor garages totaling an additional 1,151 square feet, located on real property described on Exhibit A attached hereto and made a part hereof.

Simplot represents and warrants to the State that the Personal Property is free and clear of all liens and encumbrances.

Except as stated above, the Personal Property is being conveyed "AS IS, WHERE IS" with no representations or warranties, express or implied, as to its condition, compliance with law, suitability for a particular purpose, or any other matter whatsoever.

IN WITNESS WHEREOF, Simplot has executed this Bill of Sale as of _____, 2005.

J.R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County as no. 3T-788

By: J.R. Simplot, Trustee

J.R. Simplot, individually

Esther B. Simplot

STATE OF IDAHO }
 } ss.
COUNTY OF ADA }

On this _____ day of _____, 2005, before me, the undersigned, personally appeared J.R. Simplot, to me known to be the individual who executed the foregoing instrument individually and as Trustee of the J.R. Simplot Self-Declaration of Revocable Trust, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County, as No. 3T-788, for the uses and purposes therein mentioned, and on oath stated he was authorized to execute this instrument.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Idaho
Residing at:
Commission expires:

STATE OF IDAHO }
 } ss.
COUNTY OF ADA }

On this _____ day of _____, 2005, before me, the undersigned, personally appeared Esther B. Simplot, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Idaho
Residing at:
Commission expires:

Exhibit A
(Donated Property Description)

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South $28^{\circ}16'31''$ East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of $32^{\circ}50'29''$ and a chord distance of 124.38 feet which bears South $44^{\circ}41'45''$ East;

Thence South $61^{\circ}06'59''$ East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of $3^{\circ}37'10''$ and a chord distance of 58.88 feet which bears South $59^{\circ}18'24''$ East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of $31^{\circ}52'14''$ and a chord distance of 118.16 feet which bears South $41^{\circ}33'42''$ East;

Thence South $25^{\circ}37'35''$ East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of $37^{\circ}14'54''$ and a chord distance of 77.43 feet which bears South $07^{\circ}00'08''$ East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of $35^{\circ}19'03''$ and a chord distance of 33.37 feet which bears South $29^{\circ}16'51''$ West;

Thence South $46^{\circ}56'22''$ West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of $49^{\circ}33'49''$ and a chord distance of 108.98 feet which bears South $22^{\circ}09'28''$ West;

Thence South $02^{\circ}37'27''$ East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of $82^{\circ}32'47''$ and a chord distance of 92.35 feet which bears South $43^{\circ}53'50''$ East;

Thence South $85^{\circ}10'14''$ East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ}17'38''$ and a chord distance of 28.36 feet which bears South $40^{\circ}01'25''$ East;

Thence South $05^{\circ}07'24''$ West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of 37°50'30" and a chord distance of 100.92 feet which bears South 24°02'39" West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 55°02'04" and a chord distance of 110.88 feet which bears South 15°26'52" West;

Thence South 12°04'10" East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of 07°36'38" and a chord distance of 216.35 feet which bears South 08°15'51" East;

Thence South 04°27'32" East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 11°22'54" and a chord distance of 45.61 feet which bears South 01°13'54" West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North 89°25'26" West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North 00°24'27" East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1 in Block 1 of El Pe'lar Estates No. 4 Subdivision, according to the official plat thereof, filed in Book 52 of Plats at Pages 4545 and 4546, official records of Ada County, Idaho.

Exhibit K

GROUND'S KEEPING, LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE AGREEMENT

Effective as of the ____ day of _____, 2005, for good and valuable consideration, J. R. Simplot Company, a Nevada corporation, ("Simplot"), whose address is 999 Main Street, Suite 1300, Boise, Idaho 83702, Claremont Realty Company, an Idaho corporation ("Claremont"), whose address is 999 Main Street, Suite 1300, Boise, Idaho 83702, and the State of Idaho for the benefit of the Governor's Housing Committee pursuant to Idaho Code § 67-455A(2), whose address is 650 W. State Street, Room 100, PO Box 83720, Boise, ID 83720-0003 ("State"), hereby agree as follows:

RECITALS

1. Simplot and Claremont are the owners of certain land situated within Section 27, Township 4 North, Range 27 East, Boise Meridian, Ada County, Idaho more particularly described on Exhibit A attached hereto.
2. Simplot has donated approximately 38 acres of its land to the State, and the J. R. Simplot Self-Declaration of Revocable Trust and Esther B. Simplot have donated a residence situated thereon to the State. The donated land containing the donated residence is more particularly described on Exhibit B attached hereto. The residence and the approximately 38 acres of land are hereafter referred together as the "Governor's Residence".
3. In connection with the above-described donations, the State, Simplot and Claremont (which owns land adjacent to the Simplot land) have agreed to maintain the grounds and landscaping located on the Governor's Residence, the Simplot land and the Claremont land as follows:

Simplot, Claremont and the State agree that the most efficient and practical way to maintain the extensive landscaping and irrigation system improvements situated on the Governor's Residence parcel and on the Simplot land and the Claremont land is for Simplot/Claremont (which have to date cooperatively managed the irrigation system, grounds keeping and landscaping) to continue the current irrigation system, grounds keeping, maintenance and landscaping operations and to retain the current operations and maintenance personnel. Operating, grounds keeping, irrigation system maintenance and landscaping expenses shall be allocated among the State and Simplot (Simplot's allocation shall include that portion of the allocation attributable to Claremont) in the percentages set forth below. These costs shall include all labor, materials, electrical use charges, equipment replacement, well repairs, and any other expenditures that become necessary to operate, maintain, repair and replace the irrigation system, grounds keeping and landscaping:

State:	46.97%
Simplot and Claremont:	53.03%

Until the parties mutually agree otherwise or until Simplot conveys its interest in the Simplot land to a third party, Simplot employees shall perform the irrigation system maintenance, grounds keeping and landscape maintenance operations contemplated hereunder, all substantially in their present configuration and condition. All Simplot operations and maintenance personnel shall be under the direction and control of Simplot. Except in cases of emergency, any and all directions requested by Claremont or the State shall be made through Simplot.

Simplot, Claremont and the State, and their successors and assigns shall have full access to all maintenance buildings, storage facilities and other improvements utilized in connection with, maintaining the irrigation system, grounds and landscaping until they mutually agree otherwise.

The parties shall be responsible for the expenditures necessary to operate, repair, maintain and replace the irrigation system, landscaping and grounds consisting of the Governor's Residence, the Simplot land and the Claremont land all substantially in their present configuration and condition, in accordance with the allocation set forth above. Notwithstanding the foregoing, building improvements, homes, storage and maintenance structures and new or additional landscaping shall be the responsibility of the party owning the underlying land and shall be installed and maintained at the sole risk and expense of the owning party.

The parties hereby hold each other harmless from and against any and all loss, damage or injury to persons or property which may result from the respective party's use or maintenance of the grounds; provided, however, that said loss, damage or injury does not arise out of or result from the negligence or willful acts of any party, its agents or employees.

This agreement shall extend to and be binding upon all parties to this Agreement, their heirs, legal representatives and successors in title. Any modification and/or termination of this agreement must be agreed to in writing by all parties.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2005.

J.R. Simplot Company

Claremont Realty Company

By:
Its:

By:
Its:

State of Idaho for the benefit of the
Governor's Housing Committee pursuant to Idaho Code § 67-455A(2)

By:
Its:

Exhibit A
(Lands Owned by J.R. Simplot Company & Claremont Realty Company)

Those lands more particularly described below, EXCEPTING THEREFROM the Governor's Residence described on Exhibit B herein:

Parcel 1

J.R. Simplot Company (APN: S0627131207)

A parcel of land located in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap which marks the center $\frac{1}{4}$ corner of Section 27, Township 4 North, Range 2 East, Boise Meridian; thence South $89^{\circ}40'36''$ East 1320.11 feet along the $\frac{1}{4}$ section line to an iron pin marking the East $\frac{1}{16}$ corner of said Section 27; thence North $0^{\circ}12'52''$ West 352.04 feet along the $\frac{1}{16}^{\text{th}}$ line to a point being the Real Point of Beginning; thence North $27^{\circ}00'00''$ West 259.81 feet to a point; thence North $63^{\circ}00'00''$ East 100.00 feet to a point; thence North $27^{\circ}00'00''$ West 444.05 feet to a point; thence North $53^{\circ}36'04''$ West 40.00 feet to a point; thence South $36^{\circ}23'56''$ West 38.37 feet to a point; thence South $78^{\circ}57'26''$ West 548.64 feet to a point; thence North $22^{\circ}00'00''$ West 441.03 feet to an iron pin on the $\frac{1}{16}^{\text{th}}$ line between the North $\frac{1}{16}$ corner and the Northeast $\frac{1}{16}$ corner of said Section 27; thence South $89^{\circ}46'31''$ East 985.51 feet along that $\frac{1}{16}^{\text{th}}$ line to an iron pin marking the Northeast $\frac{1}{16}$ corner of said Section 27; thence South $0^{\circ}12'52''$ East 965.38 feet along the $\frac{1}{16}^{\text{th}}$ line to the Real Point of Beginning.

EXCEPTING THEREFROM the following described property:

A parcel of land lying in the Southwest quarter of the Northeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the center $\frac{1}{4}$ line of said Section 27; thence North $0^{\circ}14'45''$ West 1315.08 feet along the center $\frac{1}{4}$ line to an iron pin being the North $\frac{1}{16}$ corner of said Section 27; thence South $89^{\circ}46'31''$ East 685.26 feet along the $\frac{1}{16}$ line to a point; thence South $0^{\circ}13'29''$ West 150.00 feet to the Real Point of Beginning; thence continuing South $0^{\circ}13'29''$ West 100.00 feet to a point; thence North $89^{\circ}46'31''$ West 100.00 feet to a point; thence North $0^{\circ}13'29''$ East 100.00 feet to a point; thence South $89^{\circ}46'31''$ East 100.00 feet to the Real Point of Beginning.

Parcel 2

J.R. Simplot Company (APN: S0627141810 and S0627417500)

The Southeast quarter of the Northeast quarter; and that part of the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East, Boise Meridian, in Ada County, Idaho, more particularly described as follows:

Beginning at a point 40 rods North of the Southeast corner of said Northeast quarter of the Southeast quarter, running thence 9 rods West; thence 40 rods South; thence 71 rods West; thence 80 rods North; thence 80 rods East; thence 40 rods South to the point of beginning. EXCEPT any portion lying within the right-of-way of Bogus Basin Road.

ALSO EXCEPTING THEREFROM a parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the Northwestern right-of-way line of Bogus Basin Road as shown on project plans S-3789(1), sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwestern right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 3

J.R. Simplot Company (APN: S0627438840)

That certain tract located in Section 27, Township 4 North, Range 2 East, B.M., Ada County, Idaho, more particularly described as follows:

That portion of the Southeast quarter of the Southeast quarter of said Section 27, lying North of the Northerly boundary of Bogus Basin Road right of way, and that portion of the Southwest quarter of the Southeast quarter of said Section 27, lying Northerly of the above described North boundary of said Bogus Basin Road and Easterly of a line 30 feet East from the center line of Peaceful Cove Road (now Cartwright Road).

Parcel 4

J.R. Simplot Company (APN: S0627417320)

A parcel of land in the Northeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said NE1/4 SE1/4 of Section 27, T. 4 N., R. 2 E., B.M.; thence West 198.50 feet to a point; thence North 31.90 feet to a point on the Northwestern right-of-way line of Bogus Basin Road as shown on project plans S-3789(1),
GOVERNOR'S RESIDENCE DONATION AGREEMENT- 70

sheet number 4, now on file with the Idaho State Highway Department and Ada County, said point being THE TRUE POINT OF BEGINNING; thence continuing North 288.10 feet to a point; thence West 113.72 feet to a point; thence North 184.22 feet to a point; thence East 163.72 feet to a point; thence South 431.50 feet to a point on the Northwestern right-of-way line of Bogus Basin Road; thence along said right-of-way line on a curve to the right 64.55 feet, said curve having a radius of 1382.40 feet and a chord bearing South 50 degrees 46' 18" West 64.55 feet to the TRUE POINT OF BEGINNING.

Parcel 5

Claremont Realty (APN: S0627417280)

Beginning at the Southeast corner of the Northeast quarter of the Southeast quarter (NE1/4 SE1/4) of Section 27, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho; running thence Forty (40) rods North; thence Nine (9) rods West; thence Forty (40) rods South; thence Nine (9) rods East to the point of beginning.

EXCEPT commencing at the section corner common to Sections 26, 27, 34 and 35, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho; thence North $11^{\circ} 53' \frac{1}{2}"$ West, 1001.66 feet; thence North $25^{\circ} 39'$ West, 229.47 feet; thence North $54^{\circ} 41' 22"$ East, 227.31 feet to an iron pin; which is the real point of beginning; thence East 114.65 feet to an iron pin; thence North $0^{\circ} 14' 36"$ East, 105.92 feet to an iron pin; thence along the Northeasterly right-of-way boundary of Bogus Basin Road on a curve to the right, a distance of 155.84 feet to an iron pin to the real point of beginning, said curve having a central angle of $6^{\circ} 07' 36"$, a radius of 1457.40 feet and a long chord bearing South $47^{\circ} 09' 12"$ West, a distance of 155.77 feet.

EXHIBIT B
Legal Description for Governor's Residence

Parcel A

A parcel of land located in the E 1/2 of Section 27, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 2 E.;

Thence South 00°26'05" West, 2640.00 feet on the section line common to said Sections 26 and 27 to the 1/4 section corner common to said Sections 26 and 27;

Thence North 89°00'22" West, 1321.11 feet on the east-west mid-section line of said Section 27 to the center-east 1/16 th section corner of said Section 27, said point being on the easterly boundary line of El Pe'lar Estates No. 1, a Subdivision, as same is shown on the Plat thereof recorded in Book 39 of Plats at Page 3284 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence North 00°27'00" East, 622.90 feet on the north-south 1/16 th section line of the NE 1/4 of said Section 27 and the easterly boundary line of said El Pe'lar Estates No. 1, a portion of said line also being on the easterly boundary line of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 57 of Plats at Page 5251 of Ada County Records, to a point of curve on the southerly right-of-way line of West Simplot Lane, an existing private drive;

Thence on the southerly and westerly right-of-way line of West Simplot Lane, a Private Road, for the following courses and distances:

Thence 71.58 feet on the arc of a curve to the right, said curve having a radius of 177.04 feet, a central angle of 23°09'50" and a chord distance of 71.09 feet which bears North 48°39'47" East;

Thence North 60°14'43" East, 64.68 feet to a point of curve;

Thence 129.41 feet on the arc of a curve to the right, said curve having a radius of 135.00 feet, a central angle of 54°55'26" and a chord distance of 124.51 feet which bears North 87°42'25" East to a point of compound curve;

Thence 207.58 feet on the arc of a curve to the right, said curve having a radius of 814.27 feet, a central angle of 14°36'23" and a chord distance of 207.02 feet which bears South 57°31'40" East to a point of compound curve;

Thence 49.80 feet on the arc of a curve to the right, said curve having a radius of 130.00 feet, a central angle of 21°56'58" and a chord distance of 49.50 feet which bears South 39°15'00" East;

Thence South $28^{\circ}16'31''$ East, 253.73 feet to a point of curve;

Thence 126.10 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of $32^{\circ}50'29''$ and a chord distance of 124.38 feet which bears South $44^{\circ}41'45''$ East;

Thence South $61^{\circ}06'59''$ East, 63.58 feet to a point of curve;

Thence 58.89 feet on the arc of a curve to the right, said curve having a radius of 932.14 feet, a central angle of $3^{\circ}37'10''$ and a chord distance of 58.88 feet which bears South $59^{\circ}18'24''$ East to a point of compound curve;

Thence 119.70 feet on the arc of a curve to the right, said curve having a radius of 215.18 feet, a central angle of $31^{\circ}52'14''$ and a chord distance of 118.16 feet which bears South $41^{\circ}33'42''$ East;

Thence South $25^{\circ}37'35''$ East, 28.17 feet to a point of curve;

Thence 78.81 feet on the arc of a curve to the right, said curve having a radius of 121.23 feet, a central angle of $37^{\circ}14'54''$ and a chord distance of 77.43 feet which bears South $07^{\circ}00'08''$ East to a point of compound curve;

Thence 33.90 feet on the arc of a curve to the right, said curve having a radius of 55.00 feet, a central angle of $35^{\circ}19'03''$ and a chord distance of 33.37 feet which bears South $29^{\circ}16'51''$ West;

Thence South $46^{\circ}56'22''$ West, 65.95 feet to a point of curve;

Thence 112.46 feet on the arc of a curve to the left, said curve having a radius of 130.00 feet, a central angle of $49^{\circ}33'49''$ and a chord distance of 108.98 feet which bears South $22^{\circ}09'28''$ West;

Thence South $02^{\circ}37'27''$ East, 249.96 feet to a point of curve;

Thence 100.85 feet on the arc of a curve to the left, said curve having a radius of 70.000 feet, a central angle of $82^{\circ}32'47''$ and a chord distance of 92.35 feet which bears South $43^{\circ}53'50''$ East;

Thence South $85^{\circ}10'14''$ East, 79.02 feet to a point of curve;

Thence 31.52 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ}17'38''$ and a chord distance of 28.36 feet which bears South $40^{\circ}01'25''$ East;

Thence South $05^{\circ}07'24''$ West, 179.00 feet to a point of curve;

Thence 102.78 feet on the arc of a curve to the right, said curve having a radius of 155.62 feet, a central angle of $37^{\circ}50'30''$ and a chord distance of 100.92 feet which bears South $24^{\circ}02'39''$ West to a point of reverse curve;

Thence 115.26 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of $55^{\circ}02'04''$ and a chord distance of 110.88 feet which bears South $15^{\circ}26'52''$ West;

Thence South $12^{\circ}04'10''$ East, 62.51 feet to a point of curve;

Thence 216.51 feet on the arc of a curve to the right, said curve having a radius of 1630.00 feet, a central angle of $07^{\circ}36'38''$ and a chord distance of 216.35 feet which bears South $08^{\circ}15'51''$ East;

Thence South $04^{\circ}27'32''$ East, 113.23 feet to a point of curve;

Thence 45.69 feet on the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of $11^{\circ}22'54''$ and a chord distance of 45.61 feet which bears South $01^{\circ}13'54''$ West to a point on the east-west 1/16 th section line of the SE 1/4 of said Section 27;

Thence leaving the westerly right-of-way line of said West Simplot Lane, North $89^{\circ}25'26''$ West, 900.48 feet on the east-west 1/16 th section line of the SE 1/4 of said Section 27 to the south-east 1/16 th section corner of said Section 27, said point also being the southeast corner of El Pe'lar Estates No. 4 Subdivision, as same is shown on the Plat thereof recorded in Book 52 of Plats at Page 4545 of Ada County Records;

Thence North $00^{\circ}24'27''$ East, 1327.57 feet on the north-south 1/16 th section line of the SE 1/4 of said Section 27, which line is also on the easterly boundary line of said El Pe'lar Estates No. 4 Subdivision and said El Pe'lar Estates No. 1 to the real point of beginning. Said parcel contains 35.34 acres more or less.

Parcel B

Lot 1 in Block 1 of El Pe'lar Estates No. 4 Subdivision, according to the official plat thereof, filed in Book 52 of Plats at Pages 4545 and 4546, official records of Ada County, Idaho.

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

Ident. Number 63-3418
Date Received: 9/8/1989
Receipt No: C011416
Received By:

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

J R SIMPLOT CO Phone: (208) 336-2110
999 MAIN ST STE 1300
PO BOX 27
BOISE ID USA 83707

2. Date of Priority: 10/07/1964

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	02E	27	NW NE	ADA	
04N	02E	27	SE NE	ADA	
04N	02E	27	NE SE	ADA	

5. Description of diverting works:

SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	10/31	0.1	14.07

7. Total Quantity Appropriated is:

0.1 C.F.S. and/or 14.07 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	02E	27	SW	NE	IRRIGATION	1.3
			SE	NE	IRRIGATION	19.0
			NE	SE	IRRIGATION	28.0
			NW	SE	IRRIGATION	1.6
			SW	SE	IRRIGATION	9.3
			SE	SE	IRRIGATION	6.8

Section Acres 66

Total Acres 66

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:

14. Remarks:

3 WELLS, PUMPS, PIPES AND LINED DITCHES, PONDS, PIPE AND SPRINKLERS

15. Basis of Claim: License

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 0

For Organizations:

I do solemnly swear or affirm that I am the Senior Vice President, Secretary and General Counsel of J. R. Simplot Company, that I have signed the foregoing document in the space below as Senior Vice President, Secretary and General Counsel of J. R. Simplot Company and that the statements contained in the foregoing document are true and correct.

J. R. Simplot Company

By: _____

Terry T. Uhling

Senior Vice President, Secretary and General Counsel

Date: January 6, 2005

State of Idaho

County of ADA

)
) SS.

Subscribed and sworn (or affirmed) before me this 6th day

of January 2005

Noel [Signature]

Notary Public

Residing at Boise, Idaho

My commission Expires 10/29/08

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

Ident. Number 63-3418
Date Received: 9/8/1989
Receipt No: C011416
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

J R SIMPLOT CO Phone: (208) 336-2110
999 MAIN ST STE 1300
PO BOX 27
BOISE ID USA 83707

2. Date of Priority: 10/07/1964

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	02E	27	NW NE	ADA	
04N	02E	27	SE NE	ADA	
04N	02E	27	NE SE	ADA	

5. Description of diverting works:

SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	10/31	0.1	14.07

7. Total Quantity Appropriated is:

0.1 C.F.S. and/or 14.07 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	02E	27	NE	SE	IRRIGATION	3
						Section Acres 3
						Total Acres 3

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:

14. Remarks:

3 WELLS, PUMPS, PIPES AND LINED DITCHES, POND, 3 PUMPS FROM POND, PIPE AND SPRINKLERS

15. Basis of Claim: License

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: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of

Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of
Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this
of _____ 20__

Notary Public

Residing at _____

My commission Expires _____

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

Ident. Number: A63-03418
Date Received: 9/ 8/1989
Receipt No: C011416
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J. R. SIMPLOT COMPANY
Address: P.O. BOX 27
BOISE ID 83707

2. Date of Priority: OCT 7, 1964

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	02E	27	NW	NE			ADA
			SE	NE			ADA
			NE	SE			ADA

5. Description of diverting works:
SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.100		14.07

7. Total Quantity Appropriated is:
0.100 C.F.S. (and/or) 14.07 A.F.A.

8. Total consumptive use is 10.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02E	27	NE	SE		IRR	3.0

10. Place of Use: Continued

Section Acres 3.0

Total Acres 3.0

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:
63-09335, 63-10314

14. Remarks:

3 WELLS, PUMPS, PIPES AND LINED DITCHES, POND, 3 PUMPS FROM POND,
PIPE AND SPRINKLERS

15. Basis of Claim: LICENSE

Water Right Number: 32092

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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

Ident. Number: A63-03418

Date Received: 9/8/89

Receipt No: 0011416

Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J. R. SIMPLOT COMPANY
Address: P.O. BOX 27
BOISE, ID

83707

2. Date of Priority: OCT 07, 1964

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
04N	02E	27	NW 1/4 NE		ADA
			SE SW NE		ADA
			NE SE		ADA

5. Description of diverting works:
SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.100		14.07

7. Total Quantity Appropriated is:
0.100 C.F.S. (and/or)

14.07 A.F.A.

8. Total consumptive use is

10.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	02E	27	NE SE		IRR	3.0

Section Acres 3.0

A63-03418

Page 1

Date: 09/05/89

MICROFILMED

AUG 19 1992

10. Place of Use: Continued

Total Acres 3.0

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:
63-09335, 63-10314

14. Remarks:
3 WELLS, PUMPS, PIPES AND LINED DITCHES, POND, 3 PUMPS FROM POND,
PIPE AND SPRINKLERS

15. Basis of Claim: LICENSE
Water Right Number: 32092

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: One Map

For Organizations:

I do solemnly swear or affirm that I am Secretary of
J. R. Simplot Company Title
Organization, that I have signed the foregoing
document in the space below as Secretary of
J. R. Simplot Company Title
Organization and that the statements contained in the
foregoing document are true and correct.

James A. Lower
Signature of Authorized Agent

Secretary, J. R. Simplot Company

Title and Organization

9-7-89

Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of September 19 89

Vicki A. Lower
Notary Public

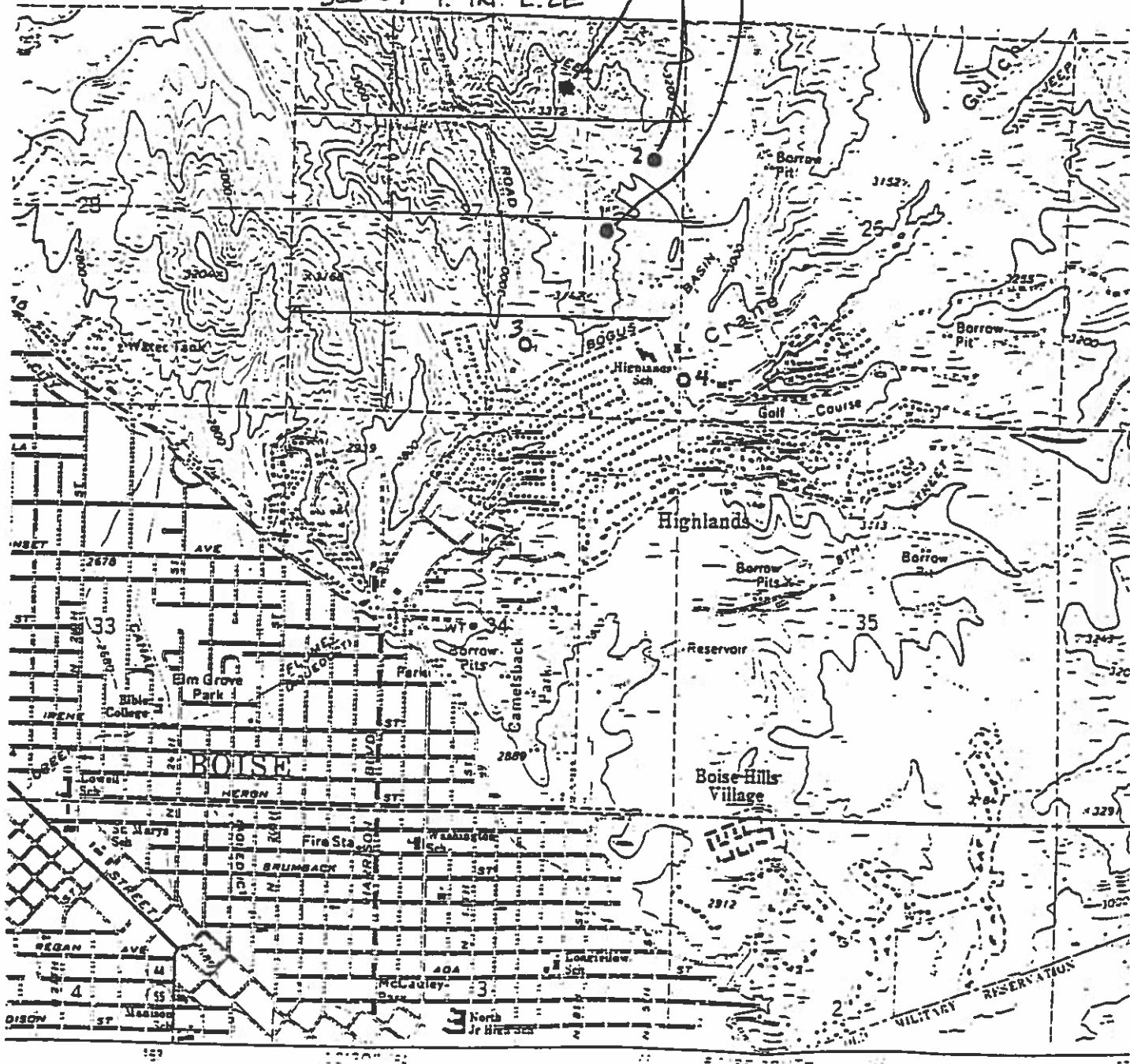
Seal

Residing at _____ Meridian

My Commission Expires 11-06-91

Points of Diversion

Sec. 27 T. 4N. R. 2E



MICROFILMED

AUG 19 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

W.O.

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 20, 1994

RECEIVED

MAY 20 1994

WATER RESOURCES
WESTERN REGION

HOLLY PEPE
LEGAL DEPARTMENT
J R SIMPLOT COMPANY
PO BOX 27
BOISE ID 83707-0027

RE: Snake River Basin Adjudication (SRBA)
Co-counsel for J. R. Simplot Company

Dear Ms. Pepe:

Our records were modified May 19, 1994, to reflect Terry Uhling and Gray Young as co-counsel for J. R. Simplot Company. Bruce Belzer was removed from the water right claim records on which he appeared as counsel.

Thank you for your assistance. If you have any questions, please contact me.

Sincerely,

Sally Sherman
Secretary, Adjudication Bureau
Department of Water Resources

SS:regions

MICROFILME

JUL 25 1994

CORPORATE HEADQUARTERS

RECEIVED

MAY 20 1994

WATER RESOURCES
WESTERN REGION

April 12, 1994

RECEIVED

APR 14 1994

Department of Water Resources

Donald V. Shaff
Manager, Adjudication Section
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720-9000

*Records modified 05-19-94
by Don Shaff. Sel. file
copy attached.
-Jal*

RE: Snake River Basin Adjudication
Case No. 39576 and Subcase Nos. 36-13320 & 57-02203A

Dear Mr. Shaff:

In response to your letter of March 24, 1994, please modify your records to reflect that Terry T. Uhling and Gray Young are co-counsel of record in the above referenced matter. Mr. Uhling and Mr. Young are in-house counsel for J. R. Simplot Company, and, therefore, would be apprised of all matters relating to the claims of Simplot and its related company subsidiaries and affiliates as a matter of course. The attached Exhibit A does represent all water rights we are aware of at this time to which the Notice applies.

For your information, I have also enclosed a copy of a letter and attached Notice of Withdrawal from Diana Delaney, Chief Deputy Clerk of the Snake River Basin Adjudication Clerk's Office, which indicates that Bruce Belzer never was recorded as being counsel for J. R. Simplot Company.

If you have any questions, feel free to call me at 389-7201.

Sincerely,



Holly Pepe
Legal Department

/hp
Enclosures
5517v

MICROFILMED

JUL 25 1994

DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
STATE OF IDAHO



RECEIVED
APR 14 1994
Department of Water Resources

DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
(208) 736-3011
FAX (208) 736-2121

SRBA CHAMBERS
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

April 6, 1994

Gray Young
Terry Uhling
J. R. Simplot Company
P.O. Box 27
Boise, ID 83707

*Records modified 05-19-94
by Don Shaff. Sel. file
copy attached. - Sel*

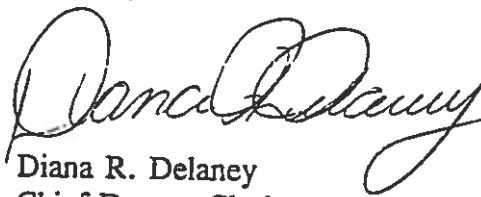
RE: Appearance of J. R. Simplot in Subcase Nos. 36-13320 and 57-02203A

Dear Mr. Young and Mr. Uhling:

Enclosed I am returning your *Notice of Withdrawal of Counsel* which was received by the court on April 5, 1994, and which stated that Bruce L. Belzer was withdrawing as counsel for J. R. Simplot Company in the above-referenced subcases.

After a search of the files for the above subcase, I am unable to locate any appearance by Bruce L. Belzer. However, on January 28, 1994, a *Notice and Entry of Appearance* was filed on behalf of J. R. Simplot in these subcases. That notice listed Gray Young and Terry Uhling as counsel for J. R. Simplot.

Sincerely,


Diana R. Delaney
Chief Deputy Clerk

DRD

Enclosure

cc: Chief, Natural Resources Division
U.S. Department of Justice

MICROFILMED
OCT 02 1996

RECEIVED

JAN 21 1992

Department of Water Resources

GRAY YOUNG
BRUCE BELZER
Attorneys at Law
J. R. Simplot Company Legal Department
999 Main Street, Suite 1300
P.O. Box 27
Boise, ID 83707
(208) 389-7318
(208) 389-7515 Telefacsimile

Attorneys for J. R. Simplot Company

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CASSIA

In Re the General Adjudication
of Rights to the Use of Water
From the Snake River Drainage
Basin Water System.

The State of Idaho, ex rel.
R. Keith Higginson in his
official capacity as Director
of the Idaho Department of
Water Resources,

Petitioner,

vs.

The United States;
The State of Idaho;
and All Claimants to the Use
of Water from the Snake River
Basin Water System,

Respondents.

ALICE FOSHA, HELEN FLINT, and
BEVERLY ADAMS, individuals,

Plaintiffs,

vs.

A. KENNETH DUNN, Director of the
Department of Water Resources
of the State of Idaho,

Twin Falls County
Civil Case No. 39576

and

Cassia County
Civil Case No. 13770-12-83

NOTICE OF APPEARANCE

*Don modified all thru
C.A.N. program.*

of 4-198

MICROFILMED
OCT 02 1996

Defendants.)

IN THE MATTER OF THE GENERAL)
DETERMINATION OF RIGHTS TO THE)
USE OF GROUNDWATER DIVERTED)
FROM SECTIONS 19, 20, 21, 28, 29,)
30, 31, 32, AND 33, T. 11 S.,)
R. 27 E., B.M.)

A. KENNETH DUNN, Director of the)
Department of Water Resources)
of the State of Idaho,)

Counterplaintiff,)

vs.)

ALICE FOSHA, HELEN FLINT, and)
BEVERLY ADAMS, individuals,)

Counterdefendants.)

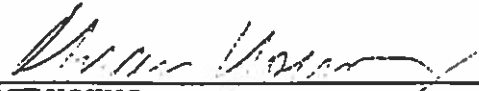
TO ALL PARTIES:

GRAY YOUNG, Assistant General Counsel, J. R. Simplot
Company, hereby enters his appearance as co-counsel on behalf
of J. R. Simplot Company in this action. All notices to
J. R. Simplot Company should be delivered to the following
address:

Gray Young
Bruce Belzer
J. R. Simplot Company
Legal Department
999 Main Street, Suite 1300
P.O. Box 27
Boise, ID 83707

DATED this 20th day of January, 1992.

By


GRAY YOUNG

Assistant General Counsel

4507v/1-20-92/1:42

MICROFILMED
OCT 02 1996

1 GRAY YOUNG, Assistant General Counsel
2 TERRY T. UHLING, Assistant General Counsel
3 Environmental & Regulatory Affairs
4 J. R. SIMPLOT COMPANY
5 P.O. Box 27
6 999 Main Street, Suite 1300
Boise, Idaho 83707
Telephone: (208) 389-7318
Fax: (208) 389-7515

7 Attorneys for J. R. Simplot Company

1994 APR - 21 12:52
DISTRICT COURT - SRDA
TWIN FALLS CO., IDAHO
FILED

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

12 In Re the General Adjudication)
13 of Rights to the Use of Water)
14 from the Snake River Basin)
Water System.)

Civil Case No. 39576

15 _____)
16 The State of Idaho, ex rel.)
17 R. Keith Higginson in his)
18 official capacity as director)
of the Idaho Department of)
Water Resources,)

19 Petitioner,)

20 v.)

NOTICE OF WITHDRAWAL
OF COUNSEL

21 _____)
22 The United States; the State of)
23 Idaho; and all claimants to the)
24 use of water from the Snake)
River Basin Water System,)

25 Defendants.)
26 _____)

1 **PLEASE TAKE NOTICE** that Bruce L. Belzer hereby withdraws as
2 counsel of record for J. R. Simplot Company in the above entitled matter
3 and the following listed subcases:
4

5 36-13320
6 57-02203A

7 DATED this 4~~th~~ day of April, 1994.

8 
9 Bruce L. Belzer
10 Assistant General Counsel for
11 J. R. Simplot Company
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CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of April, 1994, I caused to be served a true and correct copy of the foregoing by United States mail, postage prepaid, addressed to the following:

James Annest
Law Office of James Annest
1742 Overland Avenue
Burley, Idaho 83318

Richard F. Smith
P.O. Box 70
Rexburg, Idaho 83440

Josephine P. Beeman
MOFFATT, THOMAS, BARRETT,
ROCK & FIELDS
First Security Bank Building
911 West Idaho
P.O. Box 829
Boise, Idaho 83701

Brad A. Flinders
STUNZ, FONDA, NICHOLS, KIYUNA,
OKAI, HORTON & FLINDERS
P.O. Box 1565
Nyssa, Oregon 97913

Cliff S. Bentz
YTURRI, ROSE, BURNHAM,
BENTZ & HELFRICH
P.O. Box 450
Fruitland, Idaho 83619

Kent W. Foster
HOLDEN, KIDWELL, HAHN & CRAPO
330 Shoup Avenue
P.O. Box 50130
Idaho Falls, Idaho 83405

Randall C. Budge
RACINE, OLSON, NYE,
COOPER & BUDGE, CHARTERED
201 East Center, Suite 2A
P.O. Box 1391
Pocatello, Idaho 83204-1391

Randall C. Fredricks
COSHO, HUMPHREY, GREENER &
WELSH, P.A.
Carnegie Building
815 West Washington Street
Boise, Idaho 83702

Rebecca Craven
Deputy Counsel
Robert T. Anderson
Staff Attorney
Nez Perce Tribal Executive
Committee
Office of Legal Counsel
P.O. Box 305
Lapwai, Idaho 83540-0305

Raymond D. Givens
Jeffrey C. Fereday
Michael C. Creamer
Christopher H. Meyer
Roy L. Eiguren
GIVENS, PURSLEY, & HUNTLEY
277 North Sixth Street, Suite 200
P.O. Box 2720
Boise, Idaho 83701

1 Richard A. Cummings
2 MEULEMAN, MILLER, STROTHER &
3 CUMMINGS
4 960 Broadway, Suite 400
5 P.O. Box 955
6 Boise, Idaho 83701

Blair J. Grover
Grover Law office, Chartered
102 North Clark
P.O. Box 36
Rigby, Idaho 83442-0036

5 John D. Hansen
6 HANSEN, BEARD, ST. CLAIR,
7 PETERSON & SULLIVAN,
8 CHARTERED
9 683 North Capital Avenue
10 P.O. Box 51718
11 Idaho Falls, Idaho 83402-1718

Roger D. Ling
LING, NIELSEN & ROBINSON
615 H Street
P.O. Box 396
Rupert, Idaho 83350

10 HEPWORTH, NUNGESTER &
11 LEZAMIZ, CHARTERED
12 133 Shoshone Street North
13 P.O. Box 389
14 Twin Falls, Idaho 83303-0389

J. Dee May
MAY & MAY LAW OFFICES
516 Second Street East
P.O. Box 1846
Twin Falls, Idaho 83303

13 Cecil D. Hobdey
14 HOBDEY & HOBDEY
15 Attorneys at Law
16 125 Fifth Avenue West
17 P.O. Box 176
18 Gooding, Idaho 83330

Don A. Olowinski
Albert P. Barker
Richard B. Burleigh
HAWLEY, TROXELL, ENNIS & HAWLEY
877 West Main Street
P.O. Box 1617
Boise, Idaho 83701

18 Dana L. Hofstetter
19 Murray D. Feldman
20 HOLLAND & HART
21 West One Plaza, Suite 1400
22 101 South Capitol Boulevard
23 P.O. Box 2527
24 Boise, Idaho 83701

Bert L. Osborn
26 South Ninth Street
P.O. Box 158
Payette, Idaho 83661

23 William R. Hollifield
24 HOLLIFIELD AND TOLMAN
25 249 Third Avenue East
26 P.O. Box 66
27 Twin Falls, Idaho 83303-0066

David B. Lincoln
Scott L. Campbell
ELAM & BURKE
Key Financial Center, 10th Floor
702 West Idaho Street
P.O. Box 1539
Boise, Idaho 83701

1 United States Department of Justice
2 Environment & Natural Resources Division
3 550 West Forth Street, Box 33
4 Boise, Idaho 83724

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7 5500v
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that a true and correct copy of the foregoing NOTICE OF APPEARANCE was mailed this 20th day of January, 1992, in an envelope with sufficient first-class postage prepaid thereon to the following:

Idahome Farms, Inc.
1925 Oakley Avenue
Burley, ID 83318

Dennis Jay Harper
Star Route
Declo, ID 83323

Roland Allen Land &
Livestock
Star Route
Malta, ID 83342

Mark J. Taylor
Strong & Hanni
5th Floor, Boston Building
Salt Lake City, UT 84111
Attorney for Fosha, et al.

Leo A. Jardine
Jardine, Linebaugh,
Brown & Dunn
Suite 400
370 East South Temple
Salt Lake City, UT 84111
Attorney for Raft River Ranches, Inc.

A. Lynne Krogh-Hampe
Deputy Attorney General
Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706-2237


VICKI SPANGLER

MICROFILMED
OCT 02 1996