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Form 43-243/43-1409 (S) Rev. 03/13

AUG 07 2014

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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AUG 04 2014

Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
43-111	Yes ☐		Yes ☐		Yes ☐
43-2410	Yes ☐		Yes ☐		Yes ☐
43-11247	Yes ☐		Yes ☐		Yes ☐
43-10287	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Earl Gary Steed and Sonia B. Steed
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Pinnacle Great Plains Operating Company, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 10333 N. Meridian Street Indianapolis IN 46290
Mailing address City State ZIP
(317) 708-8981 adamg@halderman.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____.
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: Dave Martin Vice President 7-28-14
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 8/4/2014 Receipt No. E040121 Receipt Amt. \$100.-
Approved by _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 43-111

CASSIA COUNTY
Recorded for:
FIRST AMERICAN TITLE COMPANY
3:45:47 pm 07-31-2014
2014-003163
No. Pages: 3 Fee: \$16.00
JOSEPH W. LARSEN
County Clerk
Deputy: TPOLLARD

WARRANTY DEED

GRANTOR: Earl Gary Steed & Sonia B. Steed, husband and wife
2354 E. 2775 S.
Malta, Idaho 83342

GRANTEE: Pinnacle Great Plains Operating Company, LLC
10333 N. Meridian Street, Suite 425
Indianapolis, Indiana 46290

For value received, Grantor hereby conveys, grants, and warrants unto Grantee the property described in *Exhibit A* and all water rights appurtenant thereto (collectively the "Property"), together with all easements, fixtures, improvements, appurtenances, tenements, hereditaments, rents, issues, and profits that relate or pertain to the Property, to have and to hold the same unto Grantee and its successors and assigns forever.

Grantor covenants that it is the owner in fee simple of the Property, and that the Property is free and clear of any mortgages, liens, or other encumbrances except: (a) those of record in the real property records of Cassia County, Idaho; (b) current taxes, ordinances, and federal and state rights and reservations, including, without limitation, patents, oil, gas, and minerals; (c) conflicts in boundary lines, shortage in area, encroachments, or any other fact that a correct survey would disclose; (d) easements or claims of easement not shown by the public records; (e) use restrictions and building and zoning regulations and ordinances of any governmental unit. Subject to the foregoing exceptions, Grantor will warrant and defend the Property against any and all lawful claims whatsoever.

DATED this 31st day of July, 2014.

GRANTORS

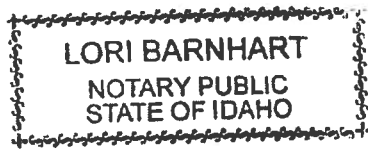
EARL GARY STEED by [Signature]
Earl Gary Steed AS ATTORNEY IN FACT

SONIA B. STEED by [Signature]
Sonia B. Steed AS ATTORNEY IN FACT

ACKNOWLEDGEMENT/ATTORNEY-IN-FACT

STATE OF Idaho)
SS.
COUNTY OF Cassia)

On this ~~Thirty-first~~ ^{31st} day of July, 2014, before me, a Notary Public in and for said State, personally appeared **Bruce Steed**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the attorney in fact of **Earl Gary Steed and Sonia B. Steed**, and acknowledged to me that he subscribed the name of **Earl Gary Steed and Sonia B. Steed** thereto as principal, and his own name as attorney in fact.





Notary Public of Idaho
Residing at: Twin Falls, ID
Commission Expires: 11-06-2018

EXHIBIT A

**DESCRIPTION OF REAL PROPERTY
LOCATED IN CASSIA COUNTY, IDAHO**

**TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 8: S $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$,

**EXCEPTING that portion deeded to the State of Idaho for highway
purposes,**

ALSO EXCEPTING the following described tract:

Beginning at the Southeast corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 8, said corner being North 63°48'02" West 2949.58 feet from the Southeast corner of said Section 8;
Thence South 89°40'04" West along the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8 for 55.32 feet to the Easterly right-of-way line of State Highway 81;
Thence along said right-of-way line North 42°25'50" West 855.37 feet;
Thence North 89°33'22" East 629.79 feet to the East line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 8;
Thence along said East line South 00°14'24" East 635.91 feet to the Point of Beginning.

Commonly known as: 2354 East 2775 South, Malta, ID 83342