

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 09 2013

DEPARTMENT OF  
WATER RESOURCES

## Notice of Change in Water Right Ownership

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

| Water Right/Claim No. | Split?                       | Water Right/Claim No. | Split?                       | Water Right/Claim No. | Split?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 24-10690              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 24-10691              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 24-10692              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 24-10693              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 24-4078               | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Raymond S. Petersen & Sons, Inc., a Wyoming Corporation  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): J. R. Simplot Company, a Nevada Corporation  
New owner(s) as listed on the conveyance document      Name connector      ☐ and      ☐ or      ☐ and/or
- |                     |                               |           |                   |
|---------------------|-------------------------------|-----------|-------------------|
| <u>P.O. Box 27</u>  | <u>Boise</u>                  | <u>ID</u> | <u>83707-0027</u> |
| Mailing address     | City                          | State     | ZIP               |
| <u>208-389-7359</u> | <u>vic.conrad@simplot.com</u> |           |                   |
| 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: December 28, 2011
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.

SUPPORT DATA

IN FILE # 24-4078

8. Signature: [Signature]      Sr. VP, Secretary & General Counsel      5 DEC 2013  
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 12-9-13      Receipt No. 0098043      Receipt Amt. \$125.00  
Approved by \_\_\_\_\_      Processed by [Signature]      Date 12-11-13

**Instrument # 188434**

CARIBOU COUNTY, IDAHO

12-28-2011 14:43:54 No. of Pages: 2

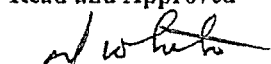
Recorded for: ALLIANCE TITLE - PRODUCTION CENTE

VEDA MASCARENAS Fee: \$13.00

Ex-Officio Recorder Deputy Janice Huskey

Index to: WARRANTY DEED

Read and Approved

  
J.R. Simplot

### WARRANTY DEED

ATEC Order No.:123603

#### FOR VALUE RECEIVED

Raymond S. Petersen and Sons, Inc., a Wyoming Corporation, who also acquired title as R. S. Petersen and Sons, Inc.

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

J.R. Simplot Company, a Nevada Corporation

whose current address is

999 Main Street, Ste 1300 PO Box 27  
Boise, ID 83707

the grantee(s), the following described premises, in Caribou County, Idaho, TO WIT:

Township 8 South, Range 46 East of the Boise Meridian, Caribou County, Idaho.

Section 27: South 1/2 of the Southwest 1/4; and the South 1/2 of the Northwest 1/4 of the Southwest 1/4

Section 28: West 1/2 of the Southwest 1/4; Southeast 1/4 of the Southwest 1/4; South 1/2 of the Southeast 1/4; and the South 1/2 of the Northeast 1/4 of the Southeast 1/4.

Section 29: Southeast 1/4; and the East 1/2 of the Southwest 1/4

Section 32: East 1/2; and the East 1/2 of the West 1/2

Section 33: East 1/2; Southwest 1/4; West 1/2 of the Northwest 1/4; and the Northeast 1/4 of the Northwest 1/4

Section 34: West 1/2 of the Northwest 1/4; Northeast 1/4 of the Northwest 1/4; East 1/2 of the Southwest 1/4; West 1/2 of the Southeast 1/4; and the Southeast 1/4 of the Southeast 1/4

Township 9 South, Range 46 East of the Boise Meridian, Caribou County, Idaho.

Section 3: Northeast 1/4; East 1/2 of the Northwest 1/4; and the Northwest 1/4 of the Northwest 1/4

Section 4: Lots 1, 2, 3, 4 and the South 1/2 of the North 1/2

Section 5: All

Section 6: Southeast 1/4 of the Southeast 1/4

Section 7: East 1/2 of the East 1/2

Section 8: All; except the Southeast 1/4 of the Southeast 1/4

Section 17: West 1/2

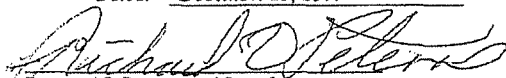
Section 18: North 1/2 (660 feet) of the Northeast 1/4 of the Northeast 1/4

Section 20: North 1/2 of the Northwest 1/4; and the West 1/2 of the Northeast 1/4

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

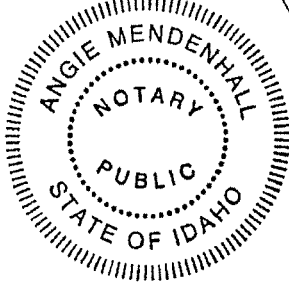
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

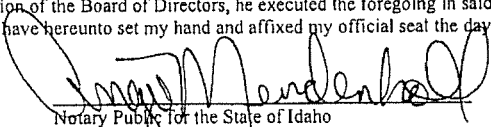
Dated: December 23, 2011

  
Raymond S. Petersen and Sons, Inc.  
By: Richard D. Petersen, President

State of Idaho        }  
                              }ss.  
County of Caribou     }

On this 28th day of December, in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **Richard Petersen** known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation name. 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 the State of Idaho  
Residing at: Grace  
Commission Expires: 01-20-12

THIS INSTRUMENT FILED FOR RECORD  
BY ALLIANCE TITLE & ESCROW CORP. AS AN  
ACCOMMODATION ONLY. IT HAS NOT BEEN  
EXAMINED AS TO ITS EXECUTION OR AS TO  
ITS EFFECT UPON THE TITLE.

## WARRANTY DEED

FOR VALUE RECEIVED,

**TitleOne Exchange Company, an Idaho corporation**

The Grantor, does hereby grant, bargain sell and convey unto

**J. R. Simplot Company, a Nevada Corporation**

the Grantee, whose address is 999 Main Street, Suite 1300, Boise, Idaho 83702, the following described premises, in Caribou County, Idaho, TO WIT:

See Exhibit "A" for legal Description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 25, 2006

TitleOne Exchange Company

By: [Signature]  
Vice-President

**Instrument # 176181**

CARIBOU COUNTY

2006-07-26

12:57:22 No. of Pages: 2

Recorded for: ALLIANCE TITLE

EDIE BUSH

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Fees: 6.00

BA Stamatman

STATE OF IDAHO)

County of Ada)

On this 25th day of July, 2006, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Randy Rabehl, known or identified to me to be the Vice-President of the corporation that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation and that such corporation executed it.

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:

Residing at Meridian, Idaho  
Commission Expires: 9/29/11

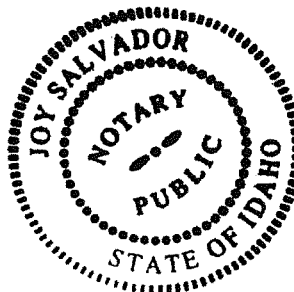


EXHIBIT "A"

Caribou County, Idaho: Township 9 South, Range 46 East of the Boise Meridian:

Section 3: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ .

Section 4: S $\frac{1}{2}$ .

Section 8: SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

Section 9: All.

Section 10: NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ .

Section 15: All.

Section 17: E $\frac{1}{2}$ .

Section 20: E $\frac{1}{2}$ NE $\frac{1}{4}$ .

Section 21: N $\frac{1}{2}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ .

Section 22: All, EXCEPT THEREFROM, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

EXCEPT THEREFROM, A Tract of land in the E $\frac{1}{2}$  of Section 15, and that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 22, Township and Range, aforesaid, lying and being situate Southeasterly of the Crow Creek County Road and Northeasterly of the following described line:

Beginning at a point South 00°27'56" West, 486.84 feet from the Southeast Corner of said Section 15; thence North 41°02'13" West, 3147.44 feet to an intersection with the centerline of said County Road; and may be secondarily described as follows:

Beginning at the intersection of the East line of the NE $\frac{1}{4}$  of said Section 15 with the centerline of the Crow Creek County Road, South 00°03'00" West, 395.00 feet from the Northeast Corner of said Section 15;

thence coursing said centerline as follows:

thence South 36°56'39" West, 23.35 feet to a spike at the beginning of a circular curve to the left;

thence Southwesterly, 206.73 feet, along the arc of said curve through a central angle of 19°44'29" with a radius of 600.00 feet and a chord bearing South 26°04'24" West, 205.71 feet, to a spike at the end of said curve;

thence South 16°12'10" West, 231.45 feet to a spike at the beginning of a circular curve to the left;

thence Southwesterly, 73.08 feet, along the arc of said curve through a central angle of 13°57'28" with a radius of 300.00 feet and a chord bearing South 09°13'26" West, 72.90 feet, to a spike at the end of said curve;

thence South 02°14'42" West, 183.53 feet to a spike at the beginning of a circular curve to the right;

thence Southwesterly, 178.96 feet, along the arc of said curve through a central angle of 41°00'56" with a radius of 250.00 feet and a chord bearing South 22°45'10" West, 175.17 feet, to a spike at the end of said curve;

thence South 43°15'38" West, 1903.69 feet, to a spike at the beginning of a circular curve to the left;

thence Southwesterly, 247.86 feet, along the arc of said curve through a central angle of 23°40'09" with a radius of 600.00 feet and a chord bearing South 31°25'34" West, 246.10 feet, to a spike at the end of said curve;

thence South 19°35'29" West, 237.26 feet to a spike at the beginning of a circular curve to the right;

thence Southwesterly, 299.29 feet, along the arc of said curve through a central angle of 34°17'46" with a radius of 500.00 feet and a chord bearing South 36°44'22" West, 294.84 feet, to a spike at the end of said curve;

thence South 53°53'15" West, 185.16 feet to a spike, and leave said centerline;

thence South 41°02'13" East, 3147.44 feet to a point on the East line of the NE $\frac{1}{4}$  of said Section 22;

thence North 00°27'56" East, 486.84 feet, along said East line to the Northeast Corner of said Section 22;

thence North 00°27'59" East, 2630.83 feet, along the East line of the SE $\frac{1}{4}$  of said Section 15, to the Northeast Corner, thereof;

thence North 00°03'00" East, 2264.62 feet along the East line of the NE $\frac{1}{4}$  of said Section 15, to the spike of beginning.

ALSO, EXCEPT THEREFROM, any portion thereof lying within the right of way of County Roads.