

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 11 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?
75-07634	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Auen Foundation, Ronald M. Auen, Trustee or its successor the
Name of current water right holder/claimant H.N. and Frances C. Berger

3. New Owner(s)/Claimant(s):

Board of Regents of the University of Idaho
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

875 Perimeter Dr MS 3168

Mailing address

Moscow ID 83844-3168

City

State

ZIP

208 885-6468

gerandb@uidaho.edu

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: March 14, 2006

6. 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.

7. Signature:

[Signature]
Signature of new owner/claimant

Vice President, Finance
Title, if applicable

1-31-13
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

2-11-13

Receipt No.

C096527

Receipt Amt.

25.00

Approved by

Processed by

Date

Recording Requested By and
When Recorded Return to:
Gerard Billington
University of Idaho
Moscow, ID 83844-3158

State of Idaho) SS No. 266778
County of Lemhi)
This instrument was filed for record at the request
of Lemhi Title
at 3:45 o'clock p.m. 3-27 2006
and duly filmed and indexed in the records of Lemhi
County Tari J. Norton
Ex-Officio Recorder
By Anna Eagle Deputy
Fee 57-
Return to Lemhi Title

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GIFT DEED

GRANTORS, the Auen Foundation, Ronald M. Auen, Trustee, a California charitable trust, whose current address is P.O. Box 13390, Palm Desert, CA 92255-3390, for and in consideration of the charitable and educational activities of the Grantee and the benefits conferred by its activities upon the people of the State of Idaho, the sufficiency of which consideration the Grantors expressly acknowledge, do hereby voluntarily give, grant, convey, and confirm unto the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, whose current address is Office of Finance and Administration, Administration Building Room 211, PO Box 443168, Moscow, ID 83844-3168, County of Latah, State of Idaho, as GRANTEE, that certain real estate situated in Lemhi County, Idaho, more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Property").

GRANTORS grant the Property to Grantee together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the version and reversions, remainder and remainders, rents, issues, water rights and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity, except as otherwise expressly reserved herein.

GRANTEE and its successors and assigns forever shall have and hold, all and singular the above described Property together with the appurtenances unto.

PROVIDED THAT if Grantee engages in any of the following activities:

1. Using the Property to carry on propaganda, or otherwise attempt to influence legislation (as defined by Section 4945 of the Internal Revenue Code (Code));
2. Using the Property to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive as defined in Section 4945 of the Code;
3. Making an individual grant or re-grant to another organization of all or a portion of the Property, except when the University no longer can utilize all or a portion of the Property for charitable purposes consistent with this Grant;
4. Using the Property to advance any purpose other than one specified in Section 170(c)(2)(B) of the Code;
5. Encumbering the Property, or permitting involuntary liens against the Property absent contest, including without limitation, mechanics' liens to encumber the Property;
6. Operating the Property as something other than the "Nancy M. Cummings Research, Extension and Education Center;" (Center) and/or for some purpose other than charitable scientific, literary, or educational purposes, as defined in Section 501(c)(3) of the Code, and/or violation of the mission of the Center which is to promote research, economic development and educational opportunities primarily for the residents of Lemhi and surrounding counties, and secondarily to the state of Idaho, the nation and the world;
7. Failing to maintain the University's status as a public charity qualified under Sections 501(c)(3) and 509(a)(1) of the Code or its successor provisions;

Grantor shall have the right to provide written notice to Grantee of its violation of a condition or restriction of use of the Property. If Grantee's violation of the condition or restriction is for any reason other than (a) strikes, lockouts or other labor difficulties, (b) fire or other casualty, (c) condemnation, (d) war, riot, or insurrection, (e) acts of God, (f) the requirements of any local, state or federal law, rule or regulation, (g) the preparation of the Property for educational or research purposes, or (h) temporary closure due to the restoration, reconstruction, expansion, alteration or remodeling of improvements; and if Grantee fails to remedy the violation within 180 days of receipt of notice of the violation, Grantor shall have the right to exercise a right of reversion.

Grantor may exercise its right of reversion after expiration of the 180 day period, by recording a Notice of Intent to Re-enter in the form set forth in Exhibit B attached hereto, and shall deliver such Notice to the University. Within forty-five (45) days of receipt of the Notice, the University shall execute and deliver a quit claim deed re-conveying the Property to Grantor transferring all of University's right, title and interest to the Property with the Property in its then "AS-IS" condition with no warranty or representation whatsoever, except for obligations imposed on the University by law.

In the event the Property reverts to Grantor, any and all trade fixtures, equipment and personal property of Grantee shall remain the property of Grantee. Grantee shall vacate the Property and

Grantee shall forever be released from further obligations and liabilities as to such Property accruing from and after such date. Notwithstanding anything herein to the contrary, this reversionary interest shall be enforceable only by Grantor or its successor entity, the H. N. and Frances C. Berger Foundation. In event Grantor or the H. N. and Frances C. Berger foundation ceases to exist, the Grantor's reversionary interest shall terminate and be of no further force or effect.

Grantor's reversionary interest shall terminate as to any portion of the Property that is granted or re-granted by Grantee to a third party in the event Grantee no longer can utilize that portion of the Property for the charitable purposes consistent with the Grant Agreement.

RESERVING unto Grantor a perpetual, non-exclusive easement for ingress and egress and for utilities over, under and across those portions of the Property described on Exhibit C attached hereto and made a part of (Easement) for the benefit of that certain real property described in Exhibit D attached hereto and made a part of (Benefitted Property). Provided that, (i) all utility lines and systems placed within the Easement shall be installed and maintained underground, (ii) all utility lines and systems placed within the Easement for the benefit of the Benefitted Property shall remain the property of the owner(s) of such Benefitted Property, (iii) Grantor, at Grantor's sole cost and expense, shall restore the surface of the Easement to its original specifications after any installation, maintenance or repair of any utility line or system within the Easement, and (iv) Grantee shall have the right to relocate on the Property the Easement, provided that any such relocation shall (a) be performed at Grantee's sole cost and expense, (b) not unreasonably interfere with or diminish ease of exercise of the ingress and egress rights and not unreasonably interfere with or diminish access to the easement for utility service provided by any utility lines or systems within the Easement, (c) not unreasonably and materially affect the owners of the Benefitted Property use of the Easement, and (d) upon such relocation Grantee shall grant an easement over the new Easement area for the benefit of the Benefitted Property upon the same terms and conditions of this grant. The Easement shall be a burden upon the Property and shall be non-exclusive and permanent. The Easement shall be binding upon Grantee and Grantee's heirs, successors, assigns and personal representatives, and upon any person or entity acquiring the Property, or any portion thereof or any interest therein, whether by operation by law or otherwise. The Easement shall be appurtenant to and for the benefit of the Benefitted Property, and each portion thereof, and shall run with the land. The Easement shall inure to the benefit of Grantor, Grantor's successors, assigns and personal representatives, and to any person or entity acquiring the Benefitted Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

GRANTOR makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under

Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument, and subject to the Grant Agreement between Grantee and Grantor, made on (date).

GRANTOR: Auen Foundation



Ronald M. Auen, Trustee

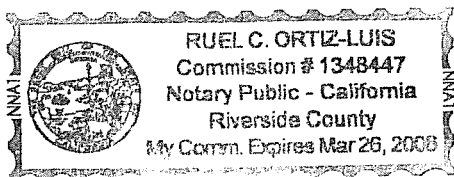
3-14-06
Date

STATE OF CALIFORNIA)
) ss.
County of RIVERSIDE)

On this 14 day of MARCH, ²⁰⁰⁶~~19~~, before me, the undersigned, a Notary Public in and for said state, personally appeared RONALD AUEN, known ~~or identified~~ to me to be the TRUSTEE the trust that executed the instrument or the person who executed the instrument on behalf of said trust, and acknowledged to me that such trust 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.

Ruel C. Ortiz-Luis
RUEL C. ORTIZ-LUIS



NOTARY PUBLIC for _____
Residing at _____
My commission expires: _____

266778

EXHIBIT A

Legal Description

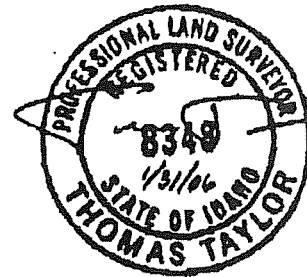
[To be attached]

266778

Taylor Mountain Surveying
301 Waller St.
Salmon, Idaho 83467
(208) 756-8321

AUEN-BURGER FOUNDATION - DESCRIPTION
T23NR22E292400

The West $\frac{1}{2}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, T23N, R 22E, Boise Meridian,
Lemhi County, Idaho.
Said parcel contains 355.18 acres more or less.



266778

Taylor Mountain Surveying
301 Waller St.
Salmon, Idaho 83467
(208) 756-8321

AVEN-BURGER FOUNDATION - DESCRIPTION
T23NR22E320602

The NE1/4, the E1/2SE1/4, a portion of the W1/2SE1/4, and a portion of the NW1/4 Section 32, T23N, R22E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Beginning at the NE Corner of said Section 32 run thence S00°05'32"W the Basis of Bearing of this description, 1316.76 feet to the North 1/16th Corner of Sections 32 and 33;

Thence S00°04'42"W, 1315.59 feet to the East 1/4 Corner of said Section 32;

Thence S00°04'03"W, 2630.84 feet to the SE Corner of said Section 32;

Thence N89°33'56"W, 1320.67 feet to the SW Corner E1/2SE1/4 said Section 32;

Thence N00°03'56"E along the westerly line of said E1/2SE1/4 Section 32,
1188.21 feet;

Thence leaving said westerly line N89°33'56"W, 3881.5 feet to a point on the easterly line right-of-way of Highway 93;

Thence along said right-of-way N00°07'01"E, 649.80 feet;

Thence leaving said right-of-way N82°06'35"E, 48.77 feet

Thence N36°25'21"E, 297.70 feet;

Thence N89°41'36"E, 610.87 feet;

Thence N00°07'01"E, 216.15 feet;

Thence N89°33'56"W, 835.43 feet to a point on the easterly line right-of-way of Highway 93;

Thence along said right-of-way the following courses;

N00°07'01"E, 332.17 feet; N00°00'37"W, 2641.36 feet to a point on the northerly line of said Section 32;

Thence leaving said right-of-way S89°19'53"E, 2563.01 feet to the North 1/4 Corner of said Section 32;

Thence S89°19'53"E, 1321.13 feet to the east 16th Corner of Sections 32 and 29;

Thence S89°22'20"E, 1321.46 feet to the Point of Beginning.

Continued on page 2, Page 1 of 2

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266778

Subject to an ingress, and egress easement 50 feet wide north of the following described line:

Commencing at the SE Corner of said Section 32;

Thence N89°33'56"W, 1320.67 feet to the SW Corner E1/2SE1/4 said Section 32;

Thence N00°03'56"E along the westerly line of said E1/2SE1/4 Section 32,
1188.21 feet;

Thence leaving said westerly line N89°33'56"W, 3881.5 feet to a point on the easterly line right-of-way of Highway 93;

Thence along said right-of-way N00°07'01"E, 1121.80 feet to the Point of Beginning;

Thence leaving said right-of-way S89°33'56"E, 885.43 feet to the Point of Terminus.

Said parcel contains 518.88 acres.



266778

Taylor Mountain Surveying
301 Waller St.
Salmon, Idaho 83467
(208) 756-8321

AUEN-BURGER FOUNDATION - DESCRIPTION
T23NR22E324801

A portion of the NW1/4 Section 32, T23N, R22E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 32 run thence S00°05'32"W the Basis of Bearing of this description, 1316.76 feet to the North 1/16th Corner of Sections 32 and 33;

Thence S00°04'42"W, 1315.59 feet to the East 1/4 Corner of said Section 32;

Thence S00°04'03"W, 2630.84 feet to the SE Corner of said Section 32;

Thence N89°33'56"W, 1320.67 feet to the SW Corner E1/2SE1/4 said Section 32;

Thence N00°03'56"E along the westerly line of said E1/2SE1/4 Section 32, 1188.21 feet;

Thence leaving said westerly line N89°33'56"W, 3881.5 feet to a point on the easterly line right-of-way of Highway 93;

Thence along said right-of-way N00°07'01"E, 649.80 feet to the Point of Beginning;

Thence continuing along said right-of-way N00°07'01"E, 472.00 feet;

Thence leaving said right-of-way S89°33'56"E, 835.43 feet;

Thence S00°07'01"W, 216.15 feet;

Thence S89°41'36"W, 610.87 feet;

Thence S36°25'21"W, 297.70 feet;

Thence S82°06'35"W, 48.77 feet to the Point of Beginning.

Together with an ingress, and egress easement 50 feet wide north of the following described line:

commencing at the SE Corner of said Section 32;

Thence N89°33'56"W, 1320.67 feet to the SW Corner E1/2SE1/4 said Section 32;

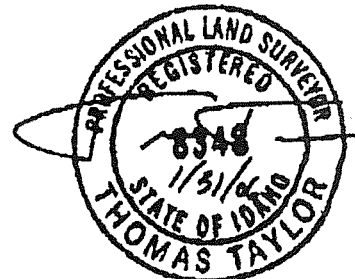
Thence N00°03'56"E along the westerly line of said E1/2SE1/4 Section 32, 1188.21 feet;

Thence leaving said westerly line N89°33'56"W, 3881.5 feet to a point on the easterly line right-of-way of Highway 93;

Thence along said right-of-way N00°07'01"E, 1121.80 feet to the Point of Beginning;

Thence leaving said right-of-way S89°33'56"E, 885.43 feet to the Point of Terminus.

Said parcel contains 5.00 acres.



Billington, Gerard

From: Foltz, John
Sent: Wednesday, January 30, 2013 2:03 PM
To: Billington, Gerard
Cc: Hall, John B.; Thill, Donn; Sodorff, Cherryl
Subject: FW: Water Permit - Cummings Research Center
Attachments: WaterPermitCummings1.30.13.pdf

Gerard:

Please see attached. John Hall suggested that I send this to you to handle, and to communicate with the ID Dept. of Water Resources to list us as the property/water rights owner. It also needs to be paid ☺
Thanks.

John

University of Idaho
College of Agricultural and Life Sciences

www.cals.uidaho.edu



John C. Foltz, Ph.D. Phone: 208-885-7984
Interim Dean FAX: 208-885-6654
e-mail: jfoltz@uidaho.edu Web site: www.uidaho.edu/~jfoltz
FAMOUS POTATOES

From: Ron Auen [<mailto:ron@hnberger.org>]
Sent: Wednesday, January 30, 2013 9:36 AM
To: Foltz, John
Cc: Catharine Reed; Sherrie Auen
Subject: Water Permit - Cummings Research Center

To
John Foltz's
Office: 208-885-6681
Cell: 208-310-6830
Email: jfoltz@uidaho.edu

Attached is a request for verification or change for water permits for the Cummings Research Center Ranch which still has listed Berger A Trust as the license holder.

I would suggest the Department of Water Resources be contacted for the change of license holder and approval or disapproval of the request in the attached letter.

Any questions, please do not hesitate to ask us.

Ronald M. Auen
President
H.N. Frances C. Berger Foundation
Phone ~ 760-341-5293