

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 09 2013

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

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?
2-2246	Yes ☐		Yes ☐		Yes ☐
2-2197A	Yes ☐		Yes ☐		Yes ☐
2-2175A	Yes ☐		Yes ☐		Yes ☐
2-2294	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: TREE TOP RANCHES L.P.

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): J.R. SIMPLOT COMPANY

Name of each new owner as listed on the conveyance document

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

PO BOX 27

Mailing address

BOISE

City

208-336-2110

Telephone

ID 83707

State

ZIP

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 14, 2012

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.

SUPPORT DATA

IN FILE # 2-2175A

7. Signature: [Signature]

Signature of new owner/claimant
Terry T. Uhling

Senior Vice President, Secretary

Title, if applicable
and General Counsel

January 7, 2013

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by [Signature]

Date 1-9-13

Receipt No. CD96400

Receipt Amt. 100.00

Approved by [Signature]

Processed by [Signature]

Date 1/11/2013

2012-056121

RECORDED

12/14/2012 02:24 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=6 MBROWN

\$25.00

TYPE: DEED

TITLEONE BOISE

ELECTRONICALLY RECORDED

When recorded, return to:
J. R. Simplot Company
Attn: Corporate Secretary
P.O. Box 27
Boise, Idaho 83707

12214946

SPECIAL WARRANTY DEED

Special Warranty Deed made this 14th day of December, 2012, between **TREE TOP RANCHES L.P.**, an Idaho limited partnership ("Grantor") and **J. R. SIMPLOT COMPANY**, a Nevada corporation, whose address is 999 Main Street, Suite 1300, P.O. Box 27, Boise, Idaho 83707 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey and specially warrant unto Grantee and its successors and assigns forever, all the following described real property situated in the County of Canyon, State of Idaho:

See **Schedule I** attached hereto and incorporated herein by reference.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property (including any mineral rights owned by Grantor), as well in law as in equity, except as expressly provided otherwise herein.

Together with all water rights and other entitlements to receive water for beneficial use on the described real property, including without limitation, all rights represented by any contract decree, license, permit, permit application, claim or storage entitlement, water shares and canal shares, and those water rights identified in the records of the Idaho Department of Water Resources for beneficial use on the described real property, and all ditches, ditch rights, easements and rights-of-way associated with the delivery of such water rights;

Together with all of Grantor's right, title and interest as a tenant-in-common in the water delivery system known as "The Basin Land Project," including Grantor's undivided interest in any real and personal property of said project, and all of Grantor's privileges, rights and interests arising from that certain Tenancy-in-Common Agreement dated January 31, 1974 and recorded in the records of Canyon County, Idaho on March 4, 2007 as Instrument No. 724207, as amended by that certain Amendment to Tenancy in Common Agreement dated March 29, 2006 and recorded in the records of Canyon County, Idaho on December 28, 2007 as Instrument No. 2007083158; and

Together with the following water rights: SRBA Partial Decree dated April 15, 2011 for water right Nos. 02-02175A and 02-02197A; and SRBA Partial Decree dated December 1, 2010 for water right Nos. 02-02246 and 02-02294.

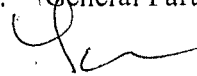
To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantor warrants that 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 matters, conditions, patent and latent defects, easements, restrictions, agreements and encumbrances of record or appearing on the land or that an ALTA survey or physical inspection would disclose as of the date of this instrument.

GRANTOR:

TREE TOP RANCHES, L.P.

BY: LDW, Inc.
ITS: General Partner

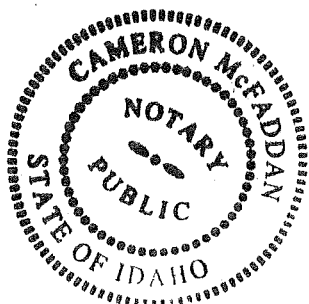


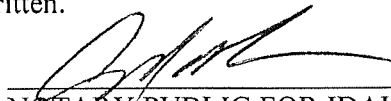
By: Larry D. Williams
Its: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of December, 2012 before me, Cameron McFadden a Notary Public in and for said State, personally appeared Larry D. Williams, known or identified to me to be the President of LDW, Inc., an Idaho corporation, the general partner of Tree Top Ranches L.P., an Idaho limited partnership, and the general partner who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that said corporation executed the same in said limited partnership 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 IDAHO
Residing at _____
My Commission Expires _____

Cameron McFadden
Residing: Boise, ID
Commission Expires: 10/9/18

SCHEDULE I
LEGAL DESCRIPTION
(Special Warranty Deed)

Parcel I:

Lots 1 and 2 and the East One-Half (E 1/2) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of Section 19, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Parcel II:

Lots 3 and 4 and East One-Half (E 1/2) of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) in Section 19, Township 1 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho.

Parcel III:

The Northwest Quarter (NW 1/4) of Section 20, Township 1 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho.

Parcel IV:

The West One-Half (W 1/2) of the Southeast Quarter (SE 1/4); and the Southwest Quarter (SW 1/4) of Section 28, Township 1 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho.

Excepting all oil, gas, and minerals upon, under or in said West One-Half (W 1/2) of the Southeast Quarter (SE 1/4); and the East One-Half (E 1/2) of the Southwest Quarter (SW 1/4), and the use of the surface thereof as may be necessary for exploring for and mining or otherwise extracting and carrying away the same.

Parcel V:

The Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); and West One-Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 29, Township 1 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho.

Excepting all oil, gas, and minerals upon, under or in said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), and the use of the surface thereof as may be necessary for exploring for and mining or otherwise extracting and carrying away the same.

Parcel VI:

The Southeast Quarter (SE 1/4) of Section 29, Township 1 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho.

Parcel VII:

The Northeast Quarter (NE 1/4); the East One-Half (E 1/2) of the Northwest Quarter (NW 1/4); and Lots 1 and 2 of Section 30, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Parcel VIII:

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Parcel IX:

The North One-Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 32, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Parcel X:

The North One-Half (N 1/2) of the Southwest Quarter (SW 1/4); and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Parcel XI:

The East One-Half (E 1/2), East One-Half (E 1/2) of the Southwest Quarter (SW 1/4); Northwest Quarter (NW 1/4); Section 33, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Excepting all oil, gas, and minerals upon, under or in said North One-Half (N 1/2) of the Southeast Quarter (SE 1/4); and the Northwest Quarter (NW 1/4), and the use of the surface thereof as may be necessary for exploring for and mining or otherwise extracting and carrying away the same.

Further Excepting Therefrom Road Right-of-Way.

Further Excepting Therefrom the following described parcel, to-wit:

Beginning at the West quarter corner line of said Section 33; thence East on the East and West centerline of said Section a distance of 2440 feet; thence North 47° West a distance of 1938.58 feet, more or less, to a point on the North line of the South One-Half of the Northwest quarter; thence South 89°27' West along said North boundary a distance of 1025.84 feet, more or less, to the West boundary of said Section 33; thence South 0° 9-1/2' East along the West boundary of said Section a distance of 1312.87 feet, more or less, to the Point of Beginning

Parcel XII:

The West 1,500 feet of the South One-Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 34, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

Excepting all oil, gas, and minerals upon, under or in said South One-Half (S 1/2) of the Southwest Quarter (SW 1/4), and the use of the surface thereof as may be necessary for exploring for and mining or otherwise extracting and carrying away the same.

Parcel XIII:

The Northeast Quarter (NE 1/4) of Section 24, Township 1 North, Range 3 West, of the Boise Meridian, Canyon County, Idaho, lying East of the Basin Land Company and Hat Butte Canals, Canyon County, Idaho.

Parcel XIV:

That portion of the Southeast Quarter (SE 1/4) of Section 24, Township 1 North, Range 3 West, of the Boise Meridian, Canyon County, Idaho, lying East of the Basin Land Company and Hat Butte Canals, Canyon County, Idaho.

Parcel XV:

The Northeast Quarter (NE 1/4) of Section 25, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho, lying East of the centerline of the Basin Land Company Canal as now situated.

Excepting Therefrom:

A part of the Northeast quarter of the Northeast quarter of Section 25, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Northeast quarter of the Northeast quarter; thence South 220.00 feet along the East boundary of said Northeast quarter of the Northeast quarter; thence South 89°52'55" West 220.00 feet parallel with the North boundary of said Northeast quarter of the Northeast quarter; thence North 220.00 feet parallel with the East boundary of said Northeast quarter of the Northeast quarter; thence North 89°52'55" East 220.00 feet along the North boundary of said Northeast quarter of the Northeast quarter to the Point of Beginning.

Parcel XVI:

Lots 1 and 2; and South One-Half (S 1/2) of the Northeast Quarter (NE 1/4) in Section 4, Township 1 South, Range 2 West, of the Boise Meridian, Canyon County, Idaho.

Excepting all oil, gas, and minerals upon, under or in said parcel, and the use of the surface thereof as may be necessary for exploring for and mining or otherwise extracting and carrying away the same.

Further Excepting Therefrom the following described parcel to-wit:

Beginning at the quarter corner between Sections 3 and 4 and thence running North along the common Section line a distance of 1000 feet; thence South 45° West a distance of 1414 feet, more or less; thence East 1000 feet, more or less, to the Point of Beginning.

Parcel XVII:

A non-exclusive easement for the installation, construction, maintenance, operation, repair, replacement, relocation and removal of a buried pipeline as created and defined in subparagraph (a) of paragraph (1) of Section II of Easement Agreement recorded November 24, 1964 as Instrument No. 557616 in Book 25 of Bonds and Agreements at Page 89, records of Canyon County, Idaho; and

a non-exclusive easement for the installation, construction, maintenance, operation, repair, replacement, relocation and removal of a canal and related equipment as created and defined in subparagraph (b) of paragraph (1) of Section II of Easement Agreement recorded November 24, 1964 as Instrument No. 557616 in Book 25 of Bonds and Agreements at Page 89, records of Canyon County, Idaho.

Parcel XVIII:

A non-exclusive easement for the installation, construction, maintenance, operation, repair, replacement, relocation and removal of a pipeline or canal as created and defined in subparagraph (a) of paragraph (1) of Section II of Easement Agreement recorded November 24, 1964 as Instrument No. 557617 in Book 25 of Bonds and Agreements at Page 98, records of Canyon County, Idaho; and

a non-exclusive easement for the construction, maintenance, repair and relocation of access and service roadways as created and defined in subparagraph (b) of paragraph (1) of Section II of Easement Agreement recorded November 24, 1964 as Instrument No. 557617 in Book 25 of Bonds and Agreements at Page 98, records of Canyon County, Idaho; and

a non-exclusive easement for ingress and egress as created and defined in subparagraph (a) and (b) of paragraph (1) of Section III of Easement Agreement recorded November 24, 1964 as Instrument No. 557617 in Book 25 of Bonds and Agreements at Page 98, records of Canyon County, Idaho.

2012-056122

RECORDED

12/14/2012 02:24 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 MBROWN

\$13.00

TYPE: DEED

TITLEONE BOISE

ELECTRONICALLY RECORDED

When recorded, return to:
J. R. Simplot Company
Attn: Corporate Secretary
P.O. Box 27
Boise, ID 83707

QUITCLAIM AND ASSIGNMENT OF RIGHT OF WAY

For the consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, **Tree Top Ranches L.P.**, an Idaho limited partnership ("Grantor"), does hereby forever quitclaim unto **J. R. Simplot Company**, a Nevada corporation whose current address is 999 Main Street, Suite 1300, Boise, Idaho 83707 (the "Grantee"), all right, title and interest which Grantor now has in that certain right of way more particularly described as US Department of Interior, Bureau of Land Management Right of Way No. 015161 dated June 15, 1964, and recorded on October 7, 1964 in the official records of Canyon County, Idaho as Instrument No. 555784

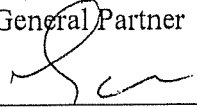
TO HAVE AND TO HOLD, all and singular the said right of way, together with all appurtenances, tenements, hereditaments, reversions, remainders, rents, issues, and profits, in anywise appertaining to said right of way herein described, as well in law as in equity, unto said Grantee and its heirs, personal representatives, executors and assigns forever.

WITNESS the hand of said Grantor this 14th day of December, 2012.

GRANTOR:

Tree Top Ranches L.P.

BY: LDW, Inc., an Idaho corporation,
Its General Partner


By: Larry D. Williams
Its: President

)

) SS.

COUNTY OF Ada

)

On this 14 day of December, 2012 before me, the undersigned, a Notary Public in and for said state, personally appeared Larry D. Williams, known or identified to me to be the President of LDW, Inc., an Idaho corporation, the corporation that executed the foregoing Quitclaim and Assignment of Right of Way or the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

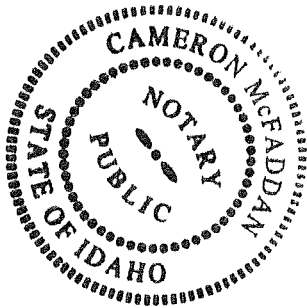
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above-written.


Notary Public for Idaho
Residing in _____
My commission expires: _____

Notary Public for Idaho

Residing in

My commission expires:



Cameron McFaddan
Residing: Boise, ID
Commission Expires: 10/9/18

2012-056123

RECORDED

12/14/2012 02:24 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 MBROWN \$13.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

When recorded, return to:
J. R. Simplot Company
Attn: Corporate Secretary
P.O. Box 27
Boise, ID 83707

QUITCLAIM AND ASSIGNMENT OF RIGHT OF WAY

For the consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, **Tree Top Ranches L.P.**, an Idaho limited partnership ("**Grantor**"), does hereby forever quitclaim unto **J.R. Simplot Company**, a Nevada corporation whose current address is 999 Main Street, Suite 1300, Boise, Idaho 83707 (the "**Grantee**"), all right, title and interest which Grantor now has in that certain right of way more particularly described as US Department of Interior, Bureau of Land Management Right of Way No. 015117 dated February 19, 1964, and recorded on October 7, 1964 in the official records of Canyon County, Idaho as Instrument No. 555783

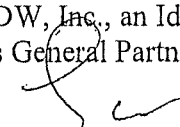
TO HAVE AND TO HOLD, all and singular the said right of way, together with all appurtenances, tenements, hereditaments, reversions, remainders, rents, issues, and profits, in anywise appertaining to said right of way herein described, as well in law as in equity, unto said Grantee and its heirs, personal representatives, executors and assigns forever.

WITNESS the hand of said Grantor this 14th day of December, 2012.

GRANTOR:

Tree Top Ranches L.P.

BY: LDW, Inc., an Idaho corporation,
Its General Partner

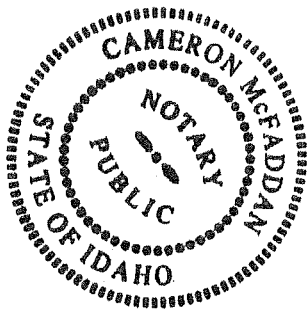


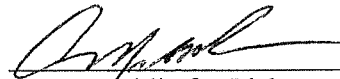
By: Larry D. Williams
Its: President

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 14 day of December, 2012 before me, the undersigned, a Notary Public in and for said state, personally appeared Larry D. Williams, known or identified to me to be the President of LDW, Inc., an Idaho corporation, the corporation that executed the foregoing Quitclaim and Assignment of Right of Way or the person who executed said instrument on behalf of said corporation, and acknowledged to me that such 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 in _____

My commission expires _____

Cameron McFadden

Residing: Boise, ID

Commission Expires: 10/9/18

Cameron McFadden
Residing: Boise, ID
Commission Expires: 10/9/18

When recorded, return to:
J. R. Simplot Company
Attn: Corporate Secretary
P.O. Box 27
Boise, Idaho 83707

2012-056124
RECORDED
12/14/2012 02:24 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 MBROWN \$13.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

QUITCLAIM DEED

For value received, Tree Top Ranches L.P., an Idaho limited partnership (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto J.R. Simplot Company, a Nevada corporation (the "Grantee"), whose current address is P.O. Box 27, Boise, Idaho 83707, the following described premises, located in Canyon County, Idaho, to-wit:

33-1N-2W NW NW¼ Less Tax 1 **MINERAL RIGHTS ONLY.** More particularly described as follows: Tax 1 - Beginning at a point on the East-West centerline of said Section 33 which point bears East a distance of 2,440.00 feet from the West one-quarter corner of said section; thence N 47° W a distance of 1,938.58 feet to a point on the north boundary of the SW¼ of the NW¼ of said section thence S 89°27' W along said north boundary a distance of 1,025.84 feet, more or less, to the west boundary of said Section 33; thence S 0°09½' E along the west boundary of said Section a distance of 1,312.87 feet, more or less, to the point of beginning.

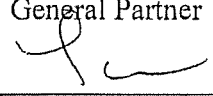
together with all and singular tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property;

together with their appurtenances.

Dated this 14th day of December, 2012.

TREE TOP RANCHES, L.P.

BY: LDW, Inc.
ITS: General Partner

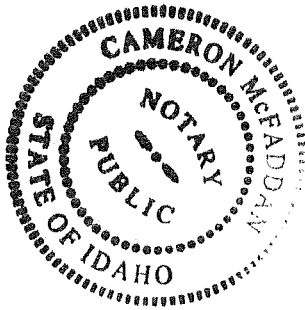


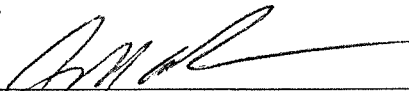
By: Larry D. Williams
Its: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of December, 2012 before me, Cameron McFadden, a Notary Public in and for said State, personally appeared Larry D. Williams, known or identified to me to be the President of LDW, Inc., an Idaho corporation, the general partner of Tree Top Ranches L.P., an Idaho limited partnership, and the general partner who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that said corporation executed the same in said limited partnership 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 IDAHO
Residing at _____
My Commission Expires _____

Cameron McFadden
Residing: Boise, ID
Commission Expires: 10/9/18