

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 18 2012

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?
36-2659	Yes ☐		Yes ☐		Yes ☐
36-7004	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: North Snake Ground Water District, et al. See Warranty Deed for complete list of owners.

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Clear Springs Foods, Inc.

Name of each new owner as listed on the conveyance document

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

PO Box 712

Mailing address

Buhl

ID

83316

City

State

ZIP

208-543-4316

larryc@clearsprings.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: 11/29/12

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 # 36-2659

7. Signature: [Signature] President/CEO Nov 30, 2012
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by HP Date 12/28/2012 Receipt No. C096368 Receipt Amt. \$50.00

Approved by Dues Processed by Dues Date 12/31/2012

Prepared by, and
after recording return to:

Clear Springs Foods, Inc.
P.O. Box 712
Buhl, Idaho 83316

444608-J

(Space above reserved for County Recorder's Use Only)

WARRANTY DEED

For value received, North Snake Ground Water District an undivided 35% interest as tenant-in-common, Magic Valley Ground Water District, an undivided 25% interest as tenant-in-common, American Falls-Aberdeen Ground Water District, an undivided 15% interest as tenant-in-common, and Bingham Ground Water District, an undivided 10% interest as tenant-in-common, and Southwest Irrigation District, an undivided 15% interest as tenant-in-common, whose address is in care of P.O. Box 1391, Pocatello, Idaho 83204-1391 (collectively "Grantors"), do hereby grant, sell and convey unto Clear Springs Foods, Inc., whose address is P.O. Box 712, Buhl, Idaho 83316 (hereinafter "Grantee") and their successors and assigns forever, the real property, improvements and water rights located in Gooding County, Idaho, as described in Exhibit "A" attached hereto and incorporated by this reference (the "Property").

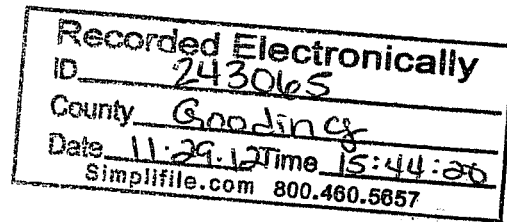
TOGETHER WITH all and singular the tenements, hereditaments, easements, rights and appurtenances thereto belonging or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits therefrom; and all estate, right, and interest in and to the Property, as well in law as in equity.

SUBJECT only to those matters set forth on Exhibit "B", attached hereto and incorporated by this reference ("Permitted Exceptions").

Grantors, for themselves and their successors and assigns, covenants and agrees with Grantees that Grantors are lawfully seized in fee simple of the Property herein conveyed; that they have good right to sell and convey the same in the manner set forth herein and the Property is free and clear of all liens, claims and encumbrances by and through and under Grantors, except for the Permitted Exceptions; that Grantors, their successors and assigns shall warrant and defend the same unto Grantees forever against the lawful claims and demands of all persons.

Prepared by, and
after recording return to:

Clear Springs Foods, Inc.
P.O. Box 712
Buhl, Idaho 83316



4441d08-J

(Space above reserved for County Recorder's Use Only)

WARRANTY DEED

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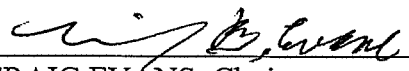
Grantors, for themselves and their successors and assigns, covenants and agrees with Grantees that Grantors are lawfully seized in fee simple of the Property herein conveyed; that they have good right to sell and convey the same in the manner set forth herein and the Property is free and clear of all liens, claims and encumbrances by and through and under Grantors, except for the Permitted Exceptions; that Grantors, their successors and assigns shall warrant and defend the same unto Grantees forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 20th
day of March, 2012.

AMERICAN FALLS-ABERDEEN GROUND
WATER DISTRICT

By: 
NICHOLAS BEHREND, Chairman

BINGHAM GROUND WATER DISTRICT

By: 
CRAIG EVANS, Chairman

MAGIC VALLEY GROUND WATER DISTRICT

By: 
ORLO H. MAUGHAN, Chairman

NORTH SNAKE GROUND WATER DISTRICT

By: 
LYNN CARLQUIST, Chairman

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 18th
day of November, 2012.

AMERICAN FALLS-ABERDEEN GROUND
WATER DISTRICT

By: _____
NICHOLAS BEHREND, Chairman

BINGHAM GROUND WATER DISTRICT

By: _____
CRAIG EVANS, Chairman

MAGIC VALLEY GROUND WATER DISTRICT

By: _____
ORLO H. MAUGHAN, Chairman

NORTH SNAKE GROUND WATER DISTRICT

By: _____
LYNN CARLQUIST, Chairman

SOUTHWEST IRRIGATION DISTRICT

By: Grant Wyatt
GRANT WYATT, Chairman

On March 20th, 2012, before me personally appeared **Nicholas Behrend**, personally known to me to be the Chairman of American Falls-Aberdeen Ground Water District whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted executed the instrument.

RANDALL C. BUDGE
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO)
 : SS
COUNTY OF BANNOCK)

On March 20th, 2012, before me personally appeared **Craig Evans**, personally known to me to be the Chairman of Bingham Ground Water District whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted executed the instrument.

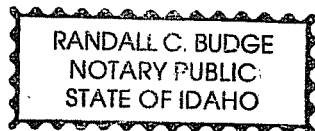
RANDALL C. BUDGE
NOTARY PUBLIC
STATE OF IDAHO

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STATE OF IDAHO)
 : SS
COUNTY OF BANNOCK)

On March 20th, 2012, before me personally appeared **Orlo H. Maughan**, personally known to me to be the Chairman of Magic Valley Ground Water District whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

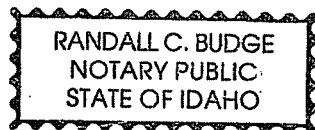


ReBudy
 NOTARY PUBLIC FOR IDAHO
 Residing at: Pocatello, Idaho
 My Commission Expires: 10/11/2012

STATE OF IDAHO)
 : SS
COUNTY OF BANNOCK)

On March 20th, 2012, before me personally appeared **Lynn Carlquist**, personally known to me to be the Chairman of North Snake Ground Water District whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



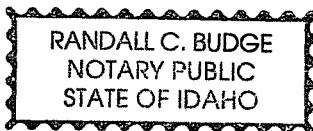
R. Budge

 NOTARY PUBLIC FOR IDAHO
 Residing at: Pocatello, Idaho
 My Commission Expires: 10/11/2012

STATE OF IDAHO)
 : SS
COUNTY OF BANNOCK)

On November 18th, 2012, before me personally appeared **Grant Wyatt**, personally known to me to be the Chairman of Southwest Irrigation District, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted executed the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, Idaho
My Commission Expires: 10/11/2012¹⁶

EXHIBIT "A"

CLEAR LAKES LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF GOVERNMENT LOT 12 OF SECTION 1, AND A PORTION OF GOVERNMENT LOTS 5, 6, 8, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 9 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, GOODING COUNTY IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 2, TOWNSHIP 9 SOUTH, RANGE 14 EAST, B.M., MARKED BY A 5/8 INCH REBAR WITH PLASTIC CAP STAMPED PELS 3260 AS DESCRIBED IN CORNER PERPETUATION INSTRUMENT NO. 105192, THENCE SOUTH $00^{\circ}59'29''$ WEST, ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 2, (BASIS OF BEARING PER CENTRAL MERIDIAN OF CENTRAL ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 2669.71 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 2, MARKED BY A 5/8 INCH REBAR WITH PLASTIC CAP STAMPED PELS 3260 AS DESCRIBED IN CORNER PERPETUATION INSTRUMENT NO. 105196; THENCE SOUTH $89^{\circ}21'07''$ EAST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 2, A DISTANCE OF 1232.95 FEET BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 125633, ALSO BEING THE **POINT OF BEGINNING**.

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 125633, FOR THE NEXT THREE (3) COURSES;

- (1) CONTINUING SOUTH $89^{\circ}21'07''$ EAST A DISTANCE OF 95.12 FEET;
- (2) NORTH $00^{\circ}54'21''$ EAST A DISTANCE OF 75.24 FEET;
- (3) NORTH $80^{\circ}46'55''$ EAST A DISTANCE OF 932.50 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 125633, COMMON TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 197431;

THENCE SOUTH $85^{\circ}29'04''$ EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 197431, A DISTANCE OF 134.03 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 197431;

THENCE IN A SOUTHEASTERLY DIRECTION FOR THE NEXT EIGHT (8) COURSES ON THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN SAID DEED INSTRUMENT NO. 197431 AND DEED INSTRUMENT NO. 79691 AND THE WESTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO.'S 89238 AND 104634;

- (1) SOUTH 21°12'32" EAST A DISTANCE OF 97.30 FEET;
- (2) SOUTH 42°43'17" EAST A DISTANCE OF 153.38 FEET;
- (3) SOUTH 51°30'54" EAST A DISTANCE OF 214.44 FEET;
- (4) SOUTH 58°06'57" EAST A DISTANCE OF 179.61 FEET;
- (5) SOUTH 55°32'52" EAST A DISTANCE OF 167.26 FEET;
- (6) SOUTH 53°17'37" EAST A DISTANCE OF 83.05 FEET;
- (7) SOUTH 74°05'32" EAST A DISTANCE OF 110.81 FEET;
- (8) SOUTH 06°52'35" EAST A DISTANCE OF 129.28 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 79691, ALSO BEING A POINT ON THE NORTHERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 199356;

THENCE IN A WESTERLY DIRECTION FOR THE NEXT FOUR (4) COURSES, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 199356, AND THE SOUTHERLY BOUNDARY LINE OF SAID PARCELS OF LAND DESCRIBED IN DEED INSTRUMENT NO.'S 79691, 197431 AND 125633;

- (1) SOUTH 83°58'21" WEST A DISTANCE OF 1195.54 FEET;
- (2) NORTH 81°27'29" WEST A DISTANCE OF 98.83 FEET;
- (3) NORTH 58°07'39" WEST A DISTANCE OF 119.95 FEET;
- (4) SOUTH 85°36'22" WEST A DISTANCE OF 424.77 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 125633;

THENCE NORTH 11°41'19" WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 125633, COMMON WITH THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT NO. 104634, A DISTANCE OF 614.52 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 26.19 ACRES MORE OR LESS.

WATER RIGHTS

CLEAR LAKE TROUT CO., INC.:

Water Source:	Water Right No.	Priority Date
Springs tributary to Clear Lakes	36-2659	6/23/1966
Springs tributary to Clear Lakes	36-7004	7/21/1967

SUBJECT TO that certain Mitigation Settlement Agreement entered into between Grantors and Grantee dated January 3, 2012, approved by Final Order Approving Mitigation Plan entered by the Idaho Department of Water Resources Interim Director Gary Spackman dated March 16, 2012 in Docket No. CM-MP-2009-004. See Exhibit B, Permitted Exception number 25.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. 2012 taxes that are not yet due and payable.
3. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
4. Levies and assessments for delivery of water levied by the Lower Snake River Aquifer Recharge District.
5. Levies and assessments due Gooding County for solid waste. (Said assessments are included in the taxes.)
6. Right of way for underground pipe lines.
7. Reservations in United States Patent.
8. The effect of Easement for road right of way granted to Lincoln County, recorded January 13, 1913, as Instrument No. 30894.
9. Easement granted to Idaho Power Company, recorded August 30, 1927, as Instrument No. 44023.
10. Terms and conditions and easement created in Agreement between Otis E. Syster and Mary E. Syster and J.W. Tingey, recorded November 30, 1928, as Instrument No. 47154, Supplemental Agreement recorded October 22, 1934 as Instrument No. 60159 and Agreement recorded April 29, 1935 as Instrument No. 61523.
11. Transmission Line Easement granted to Idaho Power Company, recorded January 28, 1938, as Instrument No. 69627.
12. Easement granted to Idaho Power Company, recorded February 17, 1960, as Instrument No. 140053 and Partial Release of Easement recorded September 30, 1986 as Instrument No. 124088.
13. Easement granted to Idaho Power Company, recorded December 5, 1966, as Instrument No. 20083.
14. Easement granted to Mountain States Telephone and Telegraph Company, recorded April 12, 1967, as Instrument No. 21489.
15. Easement granted to Idaho Power Company, recorded January 28, 1971, as Instrument No. 34315 and Partial Release of Easement recorded September 30, 1986 as Instrument No. 124089.
16. Easement granted to Idaho Power Company, recorded November 30, 1972, as Instrument No. 42954 and Partial Release of Easement recorded September 30, 1986 as Instrument No. 124092.
17. Provisions in deed to Wes Trounson and Mary E. Brush, recorded December 20, 1976, as Instrument No. 62402.
18. Provisions in deeds to Earl M. Hardy, recorded March 29, 1976, as Instrument No. 58794 and 58796.
19. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded September 20, 1983, as Instrument No. 103618.

20. Easement granted to Idaho Power Company, recorded February 5, 1986, as Instrument No. 119528 (Previously and Erroneously shown as 119526).
21. Easement granted to Idaho Power Company, recorded February 5, 1986, as Instrument No. 119527.
22. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded October 14, 1986, as Instrument No. 124284.
23. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded December 31, 1986, as Instrument No. 125619.
23. Provisions in deed to Clear Lake Ranch, Inc., an Idaho Corporation, recorded December 31, 1986, as Instrument No. 125632.
24. Provisions in deed to Hardy Properties L.P., an Idaho limited partnership, recorded October 23, 2002, as Instrument No. 197431.
25. All water rights described in Exhibit A hereto shall be deemed subordinate to all ground water rights now owned or hereafter acquired by any present or future member of a Ground Water District or Irrigation District that is a member of Idaho Ground Water Appropriators, Inc. (collectively referred to as "IGWA Members") such that Tenant will have no right to make a delivery call or otherwise seek curtailment of any ground water right owned by an IGWA Member based on any water right described in Exhibit A. Further, the Director of the Idaho Department of Water Resources ("IDWR") has or will add the above-described subordination condition to each water right listed in Exhibit "A" which Tenant hereby consents to.
26. SUBJECT TO that certain Lease dated February 29, 2012, between North Snake Ground Water District, Magic Valley Ground Water District, American Falls-Aberdeen Ground Water District and Bingham Ground Water District (collectively "Landlord"), and Clear Lakes Trout Co., Inc., an Idaho corporation ("Tenant") providing for the lease of the Property from said Landlord to said Tenant for the term commencing February 29, 2012, and expiring on November 30, 2012, if not terminated earlier by agreement between the parties.