

JUN 01 2012

Department of Water Resources
Eastern Region

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?
24-10011 OK	Yes ☐		Yes ☐		Yes ☐
24-10012 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: BOX RANCH PARTNERSHIP C/O W E HARTMAN
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

Name connector

☐ and ☐ or ☐ and/or

ID

State

83707

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: July 25, 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: |  | SENIOR VICE PRESIDENT,
SECRETARY & GENERAL COUNSEL | 5/30/12 |
| | Signature of new owner/claimant
TERRY T. UHLING | Title, if applicable | Date |
| Signature: | _____ | _____ | _____ |
| | Signature of new owner/claimant | Title, if applicable | Date |

For IDWR Office Use Only:

Received by

Date _____

Receipt No.

Receipt Amt.

Approved by

Processed by

Date _____

SUPPORT DATA

Form 42-248/42-1409(6) Rev. 07/10

INDEX

SCANNED

2. *Conduct*
 3. *Control*
 4. *Cost*
 5. *Customer*
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 7. *Design*
 8. *Development*
 9. *Finance*
 10. *Human Resources*
 11. *Information Systems*
 12. *Marketing*
 13. *Operations*
 14. *Production*
 15. *Quality*
 16. *Research and Development*
 17. *Security*
 18. *Supply Chain*
 19. *Technology*
 20. *Training*
 21. *Transportation*
 22. *Utilities*
 23. *Waste Management*
 24. *Workforce*
 25. *Worldwide*

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

Fee: 6.00

BA. Stroutman

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.

[Signature]
NOTARY PUBLIC for Idaho

Residing at: _____

My Commission Expires: _____

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

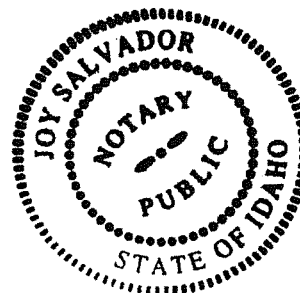


EXHIBIT "A"

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 $\frac{1}{4}$, 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 $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ 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.

Instrument # 175025

2008-02-01 03:27:22 No. of Pages: 4

Recorded for: ALLIANCE TITLE

EDIE BUSH

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Fee: 12.00

*BA Streetman***WARRANTY DEED**

Order No.: 3080540284KF

FOR VALUE RECEIVED

Walter E. Hartman and Sally J. Hartman, Husband and Wife, Glenn Hartman and Colette Hartman, Husband and Wife

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

TitleOne Exchange Company, an Idaho Corporation

whose current address is

1101 West River Street, Ste 201
Boise, ID 83702

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

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 35°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 NE¼ 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 SE¼ of said Section 15, to the
 Northeast Corner, thereof;
 thence North 00°03'00" East, 2264.62 feet along the East line of the NE¼ of said Section 15, to the
 spike of beginning.

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

TOGETHER WITH, but without warranty, all water and water rights, ditches and ditch rights,
 claims to water rights, and easements and rights-of-way for access thereto, with water-related
 rights and claims include, but are not limited to, those matters set forth on Exhibit A, attached
 hereto and made a part hereof.

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: 1/31/2006

Walter E. Hartman

Gleann Hartman

Sally J. Hartman

Collette Hartman

State of

)
) ss.
)

County of

On this _____ day of _____, in the year 20____ before me, a Notary Public in and for said state,
 personally appeared _____ known or identified to
 me to be the person whose name is subscribed to the within instrument and acknowledged to me that _____
 executed the same.

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

 Notary Public for the State of
 Residing at:
 Commission Expires:

Instrument # 188434

CARIBOU COUNTY, IDAHO

12-28-2011 14:43:64 No. of Pages: 2

Recorded for: ALLIANCE TITLE - PRODUCTION CENTE

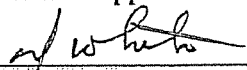
VEDA MASCARENAS

Fee: \$13.00

Ex-Officio Recorder Deputy Denise Hunsley

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

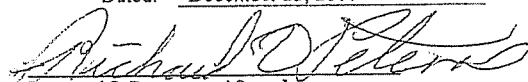
Section 18: North 1/2 (660 feet) of the Northeast 1/4 of the Northeast 1/4

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.

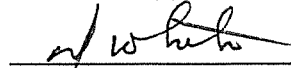
Dated: December 23, 2011

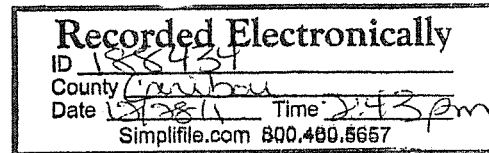

Raymond S. Petersen and Sons, Inc.
By: Richard D. Petersen, President

SCAN

VLT

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

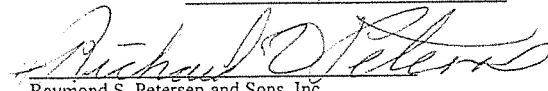
Section 18: North 1/2 (660 feet) of the Northeast 1/4 of the Northeast 1/4

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.

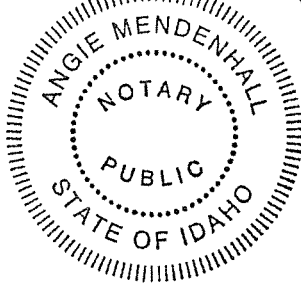
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

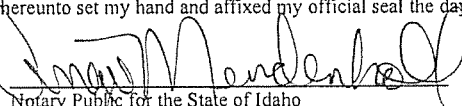
Dated: December 23, 2011


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