

RECEIVED

JAN 12 2012

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
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?
PD 63-8861	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Albertson's, Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Boise State University Foundation
Name of each new owner as listed on the conveyance document
- New owner continued Name connector ☐ and ☐ or ☐ and/or
- 2225 University Dr.
- Mailing address
- Boise ID 83725
City State ZIP
- (208) 426-1011
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: June 23, 2008
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: *Lacey Kington* Executive Director 12/5/2011
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 SB Date 1/12/12 Receipt No. W039845 Receipt Amt. \$25.00
Approved by _____ Processed by *John* Date 1-12-12

98
Recording Requested By and
When Recorded Return to:

New Albertson's, Inc.
Attn: Brad Beckstrom
250 Parkcenter Blvd.
Boise, Idaho 83706

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/02/08 04:23 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 18.00 6



10873762-ST/LSD

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **NEW ALBERTSON'S, INC.**, a Delaware corporation ("Grantor"), does hereby GRANT, BARGAIN, SELL AND COVNEY to **BOISE STATE UNIVERISTY FOUNDATION, INC.**, an Idaho corporation ("Grantee"), whose address is 2225 University Drive, Boise, Idaho 83706, that certain real property and improvements located in Ada County, State of Idaho, and more particularly described as follows:

Lots 5, 6 and 7 in Block 1 of Parkcenter Subdivision No. 1, according to the official plat thereof, filed in Book 43 of Plats at Pages 3521 and 3522, official records of Ada County, Idaho as amended by Affidavit recorded February 14, 1986, as Instrument No. 8607644.

Subject to the restriction that no part of the above-described property shall be used: (a) as a supermarket (which shall be defined as any store or department containing at least 1,500 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), drug store or any combination thereof; (b) as a bakery or delicatessen (which shall be defined as any self-contained area greater than 1,000 square feet selling bakery or delicatessen items intended primarily for off-premises consumption); (c) for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; (d) for the sale of alcoholic beverages for off-premises consumption; (e) as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; (f) as a convenience store (which shall be defined as any self-contained area greater than 1,000 square feet or building, in either case primarily devoted to the sale of any or all of the following items primarily for off-premises consumption: food, beverages, grocery items and/or tobacco products); (g) for the sale or offer for sale of any pharmaceutical products requiring dispensation through a pharmacy or the services of a registered or licensed pharmacist; (h) for the sale or offer for sale of petroleum; or (i) as a dollar store (which shall be defined as any store primarily devoted to the deep-discount retail sale of general merchandise and/or food for off-premises consumption including, without limitation, single price point retailers such as All-a-Dollar, 99 Cents Only, Family Dollar, Greenbacks, Dollar General and Big Lots). Provided, however, that none of the foregoing deed restriction shall be construed to prohibit the operation on the property of food, beverage and concession sales primarily designed for on-premises consumption by the employees, occupants and users of the other business functions located on the property. This restriction shall be a burden upon the property, shall run with the land, and shall be for the

benefit of Grantor, and Grantor's successors, assigns and affiliates, and for the benefit of and appurtenant to each and every part of the properties within a five (5) mile radius of the above described property now owned or leased or hereinafter owned or leased by Grantor, its successors, assigns and affiliates. For purpose of the preceding sentence, "**affiliates**" shall mean a branch, division, parent or subsidiary of Grantor, its successor or assigns, or any company in which Grantor, its successors or assigns own (directly or indirectly) five percent (5%) or more of the voting stock or interest or which is a company that owns (directly or indirectly) five percent (5%) or more of the voting stock or interest of Grantor, its successors and assigns. The term of this restriction shall be for a period of sixty five (65) years from the date hereof. If in any judicial proceeding a court shall hold that the duration or scope of this restriction stated in this paragraph is unreasonable under circumstances then existing, the parties, and their respective successors, assigns and affiliates, agree that the maximum allowable duration or scope reasonable under the circumstances shall be substituted for the duration or scope stated in the restriction.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; all buildings, structures and improvements located thereon; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein.

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 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, taxes not yet due, matters of record, in each case as set forth on **Schedule 1** to this Special Warranty Deed.

Grantee, by execution of this Special Warranty Deed, acknowledges its acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

(Signatures on the following pages)

GRANTOR:

NEW ALBERTSON'S, INC., a Delaware
corporation

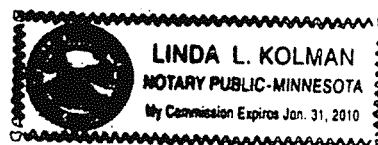
By: 
John P. Breedlove
Vice President *JP*

STATE OF MINNESOTA)
 : ss.
County of Hennepin)

On this 25th day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Breedlove, to me known to be the Vice President of New Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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


Notary Public for Minnesota
Residing at Prior Lake, MN
My commission expires: 1-31-2010



GRANTEE:

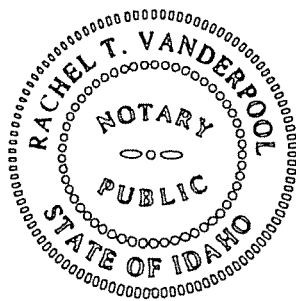
BOISE STATE UNIVERSITY
FOUNDATION, INC.,
an Idaho corporation,

By: Mark W. Lliteras
Name: MARK W. LLITERAS
Its: Vice Chairman

STATE OF IDAHO)
 : SS.
County of Ada)

On this 28 day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Lliteras, to me known to be the Vice Chair of Boise State University Foundation, Inc., an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Rachel Vanderpool
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3/1/2011

SCHEDULE I

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
2. Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
3. Taxes, including any assessments collected therewith, for the year 2008 which are a lien not yet due and payable.
4. The land described herein is located within the boundaries of Boise City and is subject to any assessments levied thereby.
5. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
By and between: Boise City, Idaho, an Idaho municipal corporation and Morrison-Knudsen Company, Inc., a Delaware corporation
Purpose: Greenbelt
Recorded: November 2, 1977
Instrument No. 7753093
6. Terms, provisions, conditions, and, restrictions contained in Agreement by and between Boise City, Idaho, an Idaho municipal corporation and Morrison-Knudsen Company, Inc., a Delaware corporation.
Recorded: December 7, 1977
Instrument No.: 7759144
7. Easements, reservations, restrictions, and dedications as shown on the official plat of Parkcenter Subdivision No. 1 recorded December 30, 1977 as Instrument No. 7763409, records of Ada County, Idaho.
8. Covenants, Conditions, Restrictions, and, Easements as set forth in the document.
Recorded: February 16, 1978
Instrument No.: 7808401

Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: April 21, 1999
Instrument No.: 99039008

9. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
By and between: Boise City, Idaho, an Idaho municipal corporation and Morrison-Knudsen Company, Inc., a Delaware corporation
Purpose: Greenbelt and Drainage
Recorded: March 12, 1976
Instrument No.: 7810438
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: June 26, 1979
Instrument No.: 7934758
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: August 23, 1979
Instrument No.: 7946730
12. Any claim arising from the difference in the mean high water line of the Boise River and the meander line as shown by the Government Survey.
13. Any question that may arise due to the shifting and changing in the course of the Boise River.