

DE✓

RECEIVED

NOV 04 2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

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 ~~69-11521~~	Yes ☐		Yes ☐		Yes ☐
PD 69-11492	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Soulen Livestock Co
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Idaho Power
Name of each new owner as listed on the conveyance document

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

Mailing address

PO Box 70 Boise

ID

83707

City

State

ZIP

(208) 388-2905

WaterRights@IdahoPower.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: December 5, 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] 10/26/10
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 [Signature] Date 11-8-10 Receipt No. W038836 Receipt Amt. 50.00
Approved by [Signature] Processed by [Signature] Date 12-15-10

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

did not change 69-11521
will apply \$25 toward transfer
when filed.

0012309

203753

Instrument # 203753

WEISER, WASHINGTON, IDAHO

2006-12-05

10:30:00 No. of Pages: 5

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder

Deputy

Index to: DEED

Fee: 15.00

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, SOULEN LIVESTOCK COMPANY, successor in interest by merger to Snake River Sheep Co., Inc. an Idaho corporation ("Grantor"), does hereby grant, bargain, sell and convey unto IDAHO POWER COMPANY, an Idaho corporation ("Grantee"), whose address is 1221 W. Idaho Street, Boise, Idaho 83702, the following described real property located in Washington County, Idaho (the "Property"), to wit:

See Exhibit A attached hereto and made a part hereof by reference.

SUBJECT TO taxes and assessments for the year 2006 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to all zoning laws and ordinances, to any state of facts an inspection of the premises would show, and to the matters described in Exhibit B attached hereto and incorporated by this reference to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and reversions, remainders, rents, issues and profits thereof, building rights exemptions, easements, rights-of-way, water rights and all estate, right, title and interest in and to the said Property.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, subject to the Permitted Encumbrances.

203753

IN WITNESS WHEREOF, the Grantor has executed this instrument on this
1 day of December, 2006.

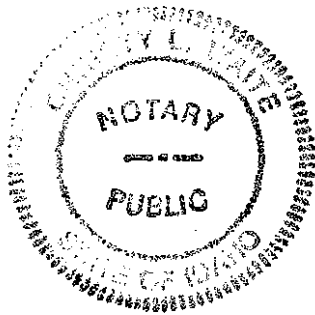
GRANTOR: SOULEN LIVESTOCK
COMPANY, successor in interest by merger
to Snake River Sheep Co., Inc., an Idaho
corporation

By: Phil Soulen
Phil Soulen
Its: President

STATE OF Idaho)
County of Washington)
SS.

On this 1st day of December, 2006, before me, the undersigned Notary
Public in and for said State, personally appeared Phil Soulen, known or identified to me to
be the President of SOULEN LIVESTOCK COMPANY, an Idaho corporation, and the
corporation that executed the within instrument, or the person who executed the instrument
in 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.



Christy
Notary Public for Washington
My Commission expires 11/4/06

EXHIBIT A

Township 15 North, Range 6 West of the Boise Meridian, Washington County, Idaho:

Section 2: Lots 2, 3 and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$;

Section 3: Lots 1, 2 and 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 10: E $\frac{1}{2}$ E $\frac{1}{2}$;

Section 11: NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$;

Section 12: All, SAVE AND EXCEPT all that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying Easterly of the top of a ridge, traversing said quarter section in a Northwesterly direction, which ridge forms the area known as "Cottonwood Creek drainage";

Section 15: E $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$;

Section 17: SE $\frac{1}{4}$;

Section 19: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 20: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 21: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$;

Section 22: All;

Section 28: N $\frac{1}{2}$ NW $\frac{1}{4}$;

Section 29: N $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$;

Section 30: E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$;

Township 16 North, Range 6 West of the Boise Meridian, Washington County, Idaho:

Section 33: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 34: All;

Section 35: S $\frac{1}{2}$ SW $\frac{1}{4}$.

203753

File No. 0012309

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
2. General Exceptions:
 1. Rights or claims of parties in possession not shown by the public records.*
 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*
 3. Easements, or claims of easements, not shown by the public records.*
 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.*
 6. 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. Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

* Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as Special Exception in Schedule B-Section 2.

3. Special Exceptions:

1. Taxes for 2006 are an accruing lien and not yet due or payable.
2. Subject to liens for any taxes deferred by virtue of the designation to the subject property as Forest lands, as provided in Section 63-1701, et seq., Idaho Code.
3. Liens, levies, and assessments of any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.

203753

File No. 0012309

4. Reservation of all coal and minerals in U.S. Patents recorded as follows:

<u>DATE</u>	<u>BOOK/PAGE</u>
October 17, 1923	36/529
March 5, 1924	36/553
December 21, 1926	36/639
December 21, 1926	46/429
August 28, 1929	50/308
May 20, 1935	54/107
March 28, 1939	58/608
April 12, 1952	72/555
April 12, 1952	72/556
April 12, 1952	72/557

5. Reservation of a right to trail sheep recorded October 23, 1919 in Book 39 of Deeds at page 115, Official Records.
6. Easement granted Richard T. Mooney, in Deed recorded January 19, 1965 in Book 86 of Deeds at page 1, Official Records.
7. Any adverse claim arising from questions of location of "Top of a ridge" in Sec. 12, Twp. 15, R. 6 W., B.M. and adjacent land as disclosed in Deed recorded September 14, 2000 as Instrument No. 180757, Official Records.
8. Easement for Livestock Fence granted the United States of America, recorded June 15, 2006 as Instrument No. 201775, Official Records.
9. Access to and from said land. Access may be by way of easements or permits granted by the Bureau of Land Management or the Forest Service. If so, such access is subject to the terms and conditions of such easements or permits.

END

203752

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **SOULEN LIVESTOCK COMPANY**, an Idaho corporation, successor of Snake River Sheep Co., Inc., by merger, ("Grantor"), does hereby grant, bargain, sell and convey unto **IDAHO POWER COMPANY**, an Idaho corporation ("Grantee"), whose address is 1221 W. Idaho Street, Boise, Idaho 83702, the following described real property located in Washington County, Idaho (the "Property"), to wit:

**The W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 20 Township 15 North, Range 6
West, Boise Meridian, Washington County, Idaho**

SUBJECT TO taxes and assessments for the year 2006 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to all zoning laws and ordinances, to any state of facts an inspection of the premises would show, and to the matters described in Exhibit A attached hereto and incorporated by this reference to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and reversions, remainders, rents, issues and profits thereof, building rights exemptions, easements, rights-of-way, water rights and all estate, right, title and interest in and to the said Property.

The Grantor covenants to the Grantee that; the premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, subject to the Permitted Encumbrances.

Instrument # 203752

WEISER, WASHINGTON, IDAHO

2006-12-05 10:30:00 No. of Pages: 4

Recorded for : WASHINGTON COUNTY TITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 12.00

[Handwritten Signature]

IN WITNESS WHEREOF, the Grantor has executed this instrument on this day of March, 2006.

GRANTOR: SOULEN LIVESTOCK
COMPANY, successor in interest by merger
to Snake River Sheep Co., Inc., an Idaho
corporation

GRANTOR: SOULEN LIVESTOCK
COMPANY, successor in interest by merger
to Snake River Sheep Co., Inc., an Idaho
corporation

By: Phil Soulen
Its: President

STATE OF Idaho)
County of Washington) SS.

On this 1st day of December, 2006, before me, the undersigned Notary Public in and for said State, personally appeared Phil Soulen, known or identified to me to be the President of SOULEN LIVESTOCK COMPANY, an Idaho corporation, and the corporation that executed the within instrument, or the person who executed the instrument in 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 Utah
My Commission expires: 3-11-2009

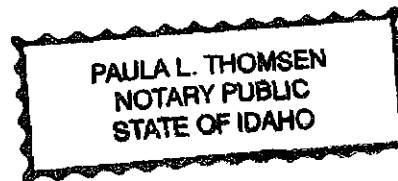


Exhibit A

Form No. 1344-B2(1982)
ALTA Plain Language Commitment

Commitment No. 206-451

**SCHEDULE B - Section 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

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. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: The foregoing numbered exceptions (1-6) MAY be eliminated in an ALTA Extended Coverage Policy.

PART 2:

7. 2006 taxes in the original amount of \$140.04, Tax Parcel Number RP 15N06W200000A, (Includes other lands) are a lien, first half due and payable on or before December 20, 2006, second half due and payable on or before June 20, 2007. Homeowners Exemption: NOT active as of the 2006 tax statement.

continued...

Form No. 1344-A(1982)
ALTA Plain Language Commitment

Commitment No. 206-451**Schedule B - Section 2 continued....**

8. Easements for irrigation or drainage ditches, canals or roads; water rights, mineral rights, claims or title to water.
9. Lack of a recorded access to said lands.
10. Financing Statements recorded in the office of the Idaho Secretary of State.
B860029
B552608
F62938

INFORMATIONAL NOTES

- A. This is an accommodation and not part of this commitment, no liability is assumed by noting the following: The parties disclosed in Schedule A, Section 3 were derived from WD, recorded February 19, 1997, as Instrument No. 168714, records of Washington County, Idaho. Additional conveyances involving the parties disclosed in Schedule A, Section 3 which have recorded within the last 24 months: NONE
- B. Other than as shown in Schedule B; we find no Judgement Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.
- C. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

203754

002309

EASEMENT

SOULEN LIVESTOCK COMPANY, successor in interest by merger to Snake River Sheep Co., Inc., an Idaho Corporation (herein referred to as "Grantor"), does hereby grant and convey to IDAHO POWER COMPANY, (herein referred to as "Grantee") an easement as follows:

- (b) **Property Benefitted:** This easement is for the benefit of the following described real property, herein referred to as the "Dominant Estate":

Located in Washington County, Idaho and more particularly described on Attachment 1, which is attached hereto and incorporated herein by reference.

- (c) **Property subject to easement:** The property subject to this easement is described as follows, and is herein referred to as the "Servient Estate":

Located in Washington County, Idaho

Township 15 North, Range 6 West of the Boise Meridian

Section 14: E1/2SW; W1/2SE

- (d) **Location of Easement:** 20 foot in width along and across the existing roadway that transverses the Servient Estate, as generally depicted on the map attached hereto as Attachment 2, and incorporated herein by reference. Either party shall have the right, at the requesting party's sole expense, to survey such property and amend this easement to include a legal description of the roadway.
- (e) **Purposes of Easement:** This easement shall be for ingress and egress to and from the Dominant Estate and for the benefit of the Dominant Estate.

This easement is appurtenant to the Dominant Estate and shall run with the Dominant Estate for the benefit of Grantee and Grantee's successors and assigns. This easement burdens the Servient Estate and runs with the land of the Servient Estate and binds the Grantor, its successors and assigns.

Instrument # 203754

WEISER, WASHINGTON, IDAHO

2006-12-05

10:30:00 No. of Pages: 4

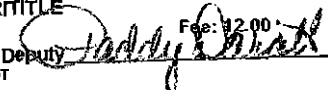
Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED - EASEMENT

Fee: \$2.00



203754

SOULEN LIVESTOCK CO., successor in
interest by merger to Snake River Sheep
Co., Inc.


By: Phil Soulen
President

STATE OF IDAHO

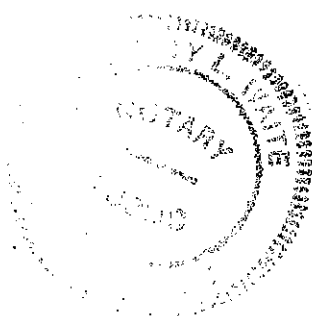
)
: ss.

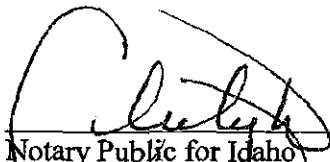
COUNTY OF WASHINGTON

)

On this the 1st day of December, 2006, before me a Notary Public,
personally appeared PHIL SOULEN, known or identified to me to be the president of the
corporation that executed the instrument, or the person who executed the 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 at: Lewiston, ID

My Commission Expires: 4/4/09

203754

Attachment /
~~EXHIBIT A~~

Township 15 North, Range 6 West of the Boise Meridian, Washington County, Idaho:

Section 2: Lots 2, 3 and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$;

Section 3: Lots 1, 2 and 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 10: E $\frac{1}{2}$ E $\frac{1}{2}$;

Section 11: NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$;

Section 12: All, SAVE AND EXCEPT all that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying Easterly of the top of a ridge, traversing said quarter section in a Northwesterly direction, which ridge forms the area known as "Cottonwood Creek drainage";

Section 15: E $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$;

Section 17: SE $\frac{1}{4}$;

Section 19: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 20: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$; *and W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$*

Section 21: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$;

Section 22: All;

Section 28: N $\frac{1}{2}$ NW $\frac{1}{4}$;

Section 29: N $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$;

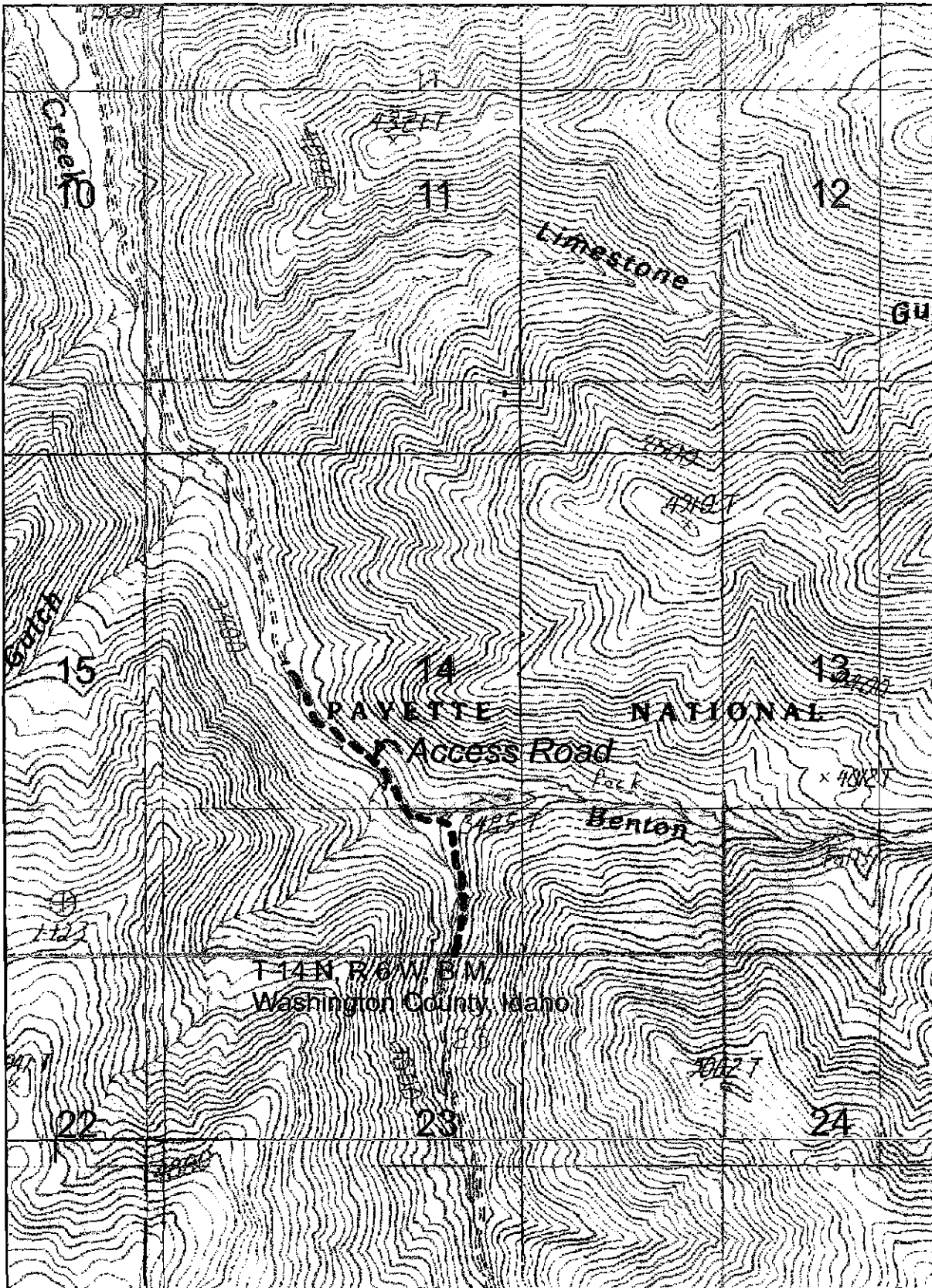
Section 30: E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$;

Township 16 North, Range 6 West of the Boise Meridian, Washington County, Idaho:

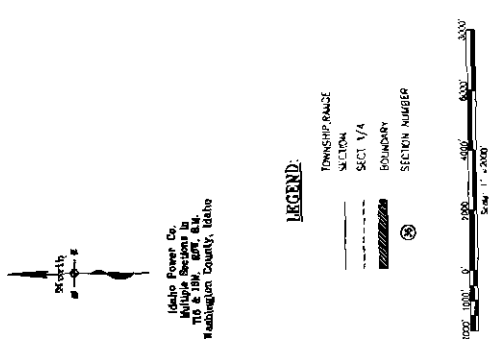
Section 33: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 34: All;

Section 35: S $\frac{1}{2}$ SW $\frac{1}{4}$.



Location of Access Road



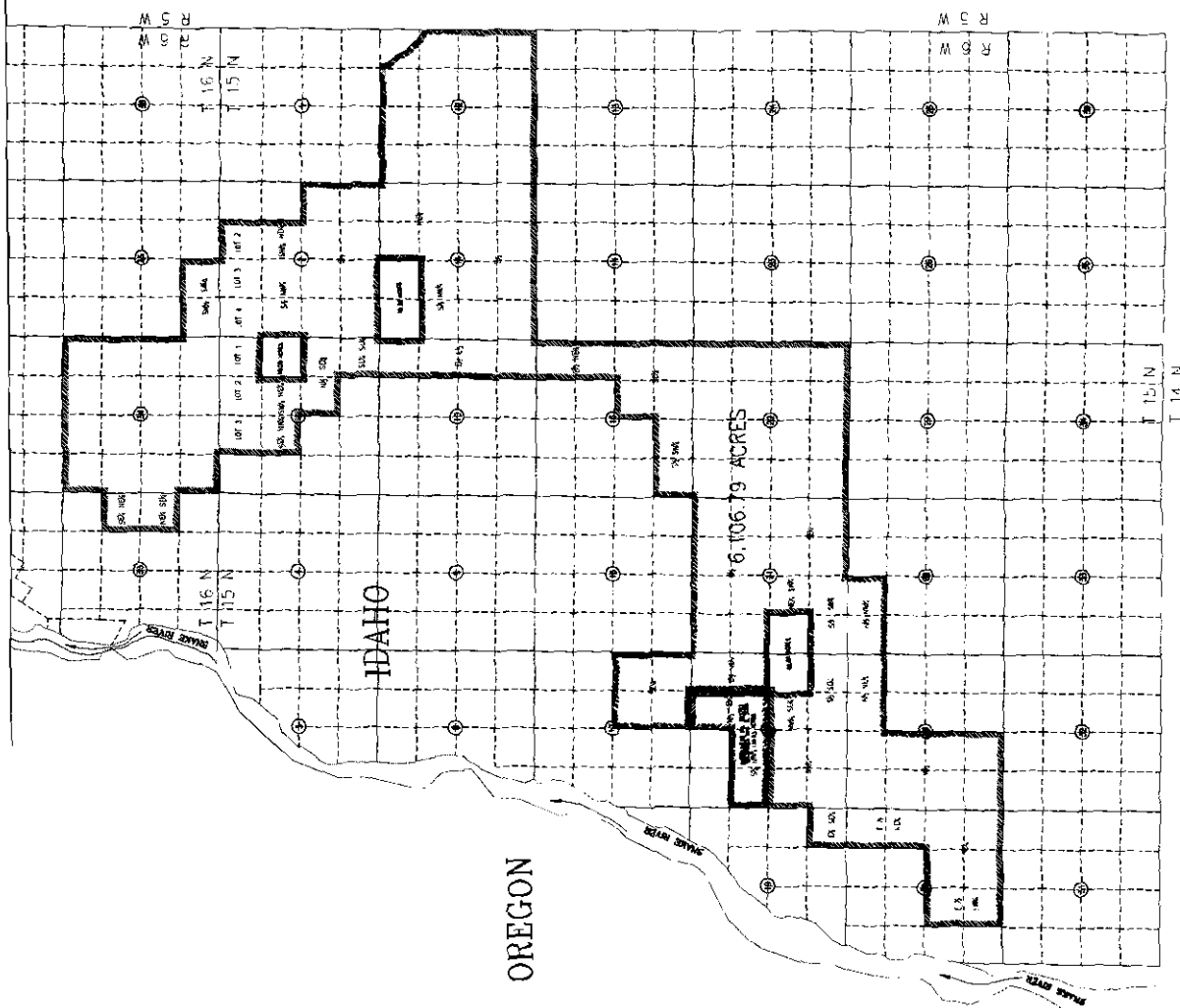
NOTES:
Property Purchased From Soulen Livestock Company

Special Warranty Deed
Dated December 1, 2006
Instrument No. 203752
Recorded Dec. 5, 2006
Washington County Idaho

Special Warranty Deed
Dated December 1, 2006
Instrument No. 203753
Recorded Dec. 5, 2006
Washington County Idaho

This Drawing Created from Deed Properties Legal Descriptions
See Deed Document 2005/53 for Mineral Claims and Easements

Section 12 is described as follows:
all, SAVE AND EXCEPT all that portion of the NE 1/4 of
lying Easely of the lap of a ridge, traversing the said
quarter section in a Northwesterly direction, which ridge
forms the area know as Cottonwood Creek drainage.



LITIGATION PROPERTY PURCHASE SOULEN LIVESTOCK COMPANY MULTIPLE SECTIONS IN TOWNSHIPS 10&18 NORTH, RANGE 6 WEST 6052 ACRES WASHINGTON COUNTY, IDAHO			
SCALE 1" = 2000'		DATE: 12/29/06	
APPROVED		JOB D-59447	
SHEET	OF	SHEET	OF
1	1	1	57

441771
441768

Sturgill Creek Ranch Entrance

10

11

Control Valve

IPCo Gate Entrance

Diversion
117°2'16.969"W 44°38'31.401"N

15

14

0 100 200 400 600 800 Feet

