

Water Supply Bank No. _____

Water Right No. 37-692B & 37-465

(These water rights have overlapping places of use)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

RECEIVED

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

**MAY 09 2008
DEPARTMENT OF
WATER RESOURCES**

Name of Seller/Lessor J. R. Simplot Company Phone (208)336-2110

Post office address PO Box 27; Boise, ID 83707

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. 37-465 & 37-692B Decreed to J. R. Simplot Company
in case of Snake River Basin Adjudication vs (Name)
dated _____ in _____ county of _____
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water
Resources.
- c. Permit No. _____ issued by the Idaho Department of Water
Resources.

**2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease,
show "all" on line a. below and skip the remainder of part 2.)**

- a. Amount of water under right: 0.51 cubic feet per second &/or
_____ acre-feet per annum
- b. Point of diversion: SE ¼ of SE ¼ of Section 18 Township 2S Range
21E, B.M. in Blaine County.
Additional points _____

c. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2S	21E	20								25.8									25.8

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres 25.8

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

Please see the attached copy of the Warranty Deed recorded in the official real property records of Blaine County on February 23, 1978 as instrument no. 180697. The applicant is the successor by merger to Simplot Industries, Inc., the grantee in the attached Warranty Deed.

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

Partial Decrees were issued in the Snake River Basin Adjudication for these water rights on September 20, 2006.

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

Water is diverted from Silver Creek during the irrigation season.

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

Water rights 37-692B and 37-465 are combined and describe the same place
of use. For this reason, portions of both water rights are included in this
application. That portion of the place of use described under Section 2.c
herein will not be irrigated during the 2008 irrigation season.

- e. If the water right is a permit, describe the work accomplished toward developing the right.

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale;

X For lease for a period from 1 - May - 2008 to 1 - Nov - 2008
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite", if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate".

\$108.36 calculated as follows. \$1.40/af x 3 af/acre x 25.8 acres = \$108.36.

Rental amount will be determined by actual use.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

J. R. Simplot Company

May 8, 2008
Date

By:

Terry T. Uhling
Signature Terry T. Uhling, Senior Vice President,
Secretary and General Counsel

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

WARRANTY DEED

THIS INDENTURE, Made this 16th day of February, in the year of our Lord one thousand nine hundred and seventy-eight, between NORTH FORK RANCH CO., a Nevada corporation, with its principal place of business in Boise, County of Ada, State of Idaho, the party of the first part, and SIMPLOT INDUSTRIES, INC., a Utah corporation, with its principal place of business in Boise, County of Ada, State of Idaho, whose current mailing address is P. O. Box 27, Boise, Idaho 83707, the party of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described real estate, situated in the County of Blaine, State of Idaho, to-wit:

TOWNSHIP 2 SOUTH, RANGE 21 EAST, BOISE MERIDIAN:-

Section 19: That part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) lying North of the Highway.

Section 20: West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$); Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); that part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) lying North of the Highway; that part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) lying North of the Highway.

SUBJECT TO That certain Mortgage dated July 20, 1971 in favor of Lenz Hunt and Carol Hunt, husband and wife, recorded July 22, 1971 as Instrument No. 139730, records of Blaine, County, Idaho.

TOGETHER With all and singular the 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, as well in law as in equity, of the said party of the first part:

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. And the said party of the first part, and its successors, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year in this certificate first above written.



Secretary

NORTH FORK RANCH CO.

By [Signature]
Its President

STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of February, in the year 1978,
before me, William M. Wilson, a Notary Public,
personally appeared J. R. Dinkins, known to me
to be the _____ President of the corporation that exe-
cuted the within instrument, and acknowledged 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
first above written.

William M. Wilson
Notary Public for Idaho
Residing at Boise
My commission expires 5-1-81

Simplot Industries
1:30 P
Feb. 23, 1978
Leads

Faye Barber
3:44 pm

No. 180697

After recording, return to:
Faye Barber
Simplot Industries, Inc.
P. O. Box 27
Boise, Idaho 83707