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Form 42-1761
01/03

JUL 28 2003

Water Supply Bank No _____

DEPARTMENT OF WATER RESOURCES

Water Right No _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

Name of Seller/Lessor J. R. Simplot Company ³ Phone 208-336-2110

Post office address PO Box 27, Boise, ID 83707

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by

a Decree No. _____ Decreed to _____
(Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)

b License No. 61-7067 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: all cubic feet per second &/or
_____ acre-feet per annum

b Point of diversion: _____ ¼ of _____ ¼ of Section _____ Township _____ Range
_____, B.M. in _____ 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	

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 _____

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 real property
records of Elmore County on November 24, 1969 as instrument no. 141437 and
the copy of the Certificate of Ownership and Merger Including Articles of
Merger Merging Simplot Industries, Inc. into J. R. Simplot Company

- 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).

Attached is a copy of the Partial Decree dated October 25, 2000.

- 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.

- 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

There are no other sources of water available to provide water for the present place of use.

- 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;

_____ For lease for a period from _____ to _____
(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".

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.

July 25, 2003
Date

J. R. Simplot Company
By: Ronald N. Graves
Signature Ronald N. Graves, Senior Vice President,
Secretary and Chief Legal Officer

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 12th day of November, 1969, between PERCE HALL and ORPHA HALL, husband and wife, of Mountain Home, County of Elmore, State of Idaho, and JAMES A. O'NEILL and RAGNA O'NEILL, husband and wife, of Stanwood, County of Snohomish, State of Washington, the parties of the first part, and SIMPLOT INDUSTRIES, INC., a Utah corporation duly qualified to do business in the State of Idaho, and having its principal office at Boise, County of Ada, State of Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey and confirm unto the said party of the second part, and to its successors and assigns, forever, all of the following described real property, situated in the County of Elmore, State of Idaho, to-wit:

All of Sunnyside Townsite, as the same appears upon the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, saving and excepting and excluding the following portions thereof, to-wit:

Lots One to Six, inclusive, of Block Twenty;

Lot Fifteen in Block Thirteen.

Subject to patent reservations and easements of record;

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 parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said parties of the first part, and their heirs, 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Perce Hall
Perce Hall

Orpha Hall
Orpha Hall

James A. O'Neill
James A. O'Neill

Ragna O'Neill
Ragna O'Neill

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 21st day of November, in the year 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Perce Hall and Orpha Hall, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.

[Signature]
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

STATE OF WASHINGTON,)
) ss.
COUNTY OF SNOHOMISH,)

On this 17th day of November, in the year 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared James A. O'Neill and Ragna O'Neill, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.

Ellen E. Thompson
Notary Public for Washington,
Residing at Stanwood, Washington.
My commission expires: 9-29-72

FILMED

141187

Direct ☒
Reverse ☒
Reception ☒

STATE OF IDAHO } ss.
County of Blaine }
That this instrument
was of request of
J. R. Simplot
to me, the undersigned, on the 20th day of
August, 1967, at Boise, Idaho, and duly recorded in Book
58 of Deeds
Page 334
W. H. Taggart
Ex-Officio Recorder,
By W. H. Taggart
Deputy.
Fees \$ 2.00

J. R. Simplot Co.
Box 2777
Boise, Idaho 83701

CERTIFICATE OF OWNERSHIP AND MERGER
INCLUDING ARTICLES OF MERGER

FILING FEE: \$50.00
BY: J. R. SIMPLOT
COMPANY
SUITE #1300
ONE CAPITAL
CENTER
999 MAIN STREET
P. O. BOX 27
BOISE, IDAHO
83707

EB 2, 1985

Merging

SIMPLOT INDUSTRIES, INC.

into

876-35

J. R. SIMPLOT COMPANY

(Pursuant to Section 78.486 of the Nevada Revised Statutes
and 16-10-70 of the Utah Business Corporation Act.)

J. R. SIMPLOT COMPANY, a corporation organized and
existing under the laws of Nevada, the parent corporation, does
hereby certify:

FIRST: That this corporation was incorporated on the
28th day of June, 1955, pursuant to the laws of the State of
Nevada.

SECOND: The number of outstanding shares of each
class of SIMPLOT INDUSTRIES, INC., a Utah corporation, and the
number of shares of each class owned by J. R. SIMPLOT COMPANY
are as follows:

<u>Names of Subsidiary</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares Owned by J. R. Simplot Company</u>
Simpplot Industries, Inc.	10	Common	10

THIRD: That this corporation, by resolution of its
board of directors, duly adopted the following Plan of Merger,
at a meeting held on the 15th day of February, 1985, and deter-
mined to merge into itself said SIMPLOT INDUSTRIES, INC. at the
Effective Time which resolution is in the following words
to-wit:

NOW, THEREFORE, be it resolved that J. R. SIMPLOT COMPANY
merge, and it hereby does merge into itself said SIMPLOT
INDUSTRIES, INC. and assumes all of its obligations, at the
Effective Time; under the following terms and conditions:

A. BE IT RESOLVED that effective as of the close of busi-
ness on the 28th day of February, 1985, (the Effective
Time), SIMPLOT INDUSTRIES, INC. shall be and it is hereby
merged into J. R. SIMPLOT COMPANY, with the effect and
result that the existence of SIMPLOT INDUSTRIES, INC. shall

cease and J. R. SIMPLOT COMPANY shall continue in existence as the surviving corporation.

B. BE IT RESOLVED that all of the provisions contained in the Articles of Incorporation, as amended, and the By-Laws of J. R. SIMPLOT COMPANY shall remain in force and effect and shall not be deemed altered or amended hereby, and that the laws of the State of Nevada shall continue to govern the surviving corporation.

C. BE IT RESOLVED that the present members of the Board of Directors of J. R. SIMPLOT COMPANY shall continue to hold office during the remainder of the term to which they are elected and until their successors are elected and duly qualified.

D. BE IT RESOLVED that at the Effective Time, all of the property, real, personal or mixed, and all of the assets of SIMPLOT INDUSTRIES, INC. wherever located, shall be deemed automatically transferred to and become vested in J. R. SIMPLOT COMPANY as the surviving corporation, without any further act or deed or instrument of transfer or conveyance for the accomplishment thereof; and whereupon, further, J. R. SIMPLOT COMPANY shall assume and become liable for payment of all of the existing indebtedness and obligations of SIMPLOT INDUSTRIES, INC., including the obligations to perform existing agreements without any special act or assumption of liability for those obligations.

E. BE IT RESOLVED that in as much as SIMPLOT INDUSTRIES, INC. is a wholly-owned subsidiary of J. R. SIMPLOT COMPANY and is being merged into its parent corporation, no additional capital stock of J. R. SIMPLOT COMPANY will be issued upon or as a part of said merger; and after the Effective Time each certificate or certificates theretofore representing issued and outstanding shares of the Capital Stock of SIMPLOT INDUSTRIES, INC. shall be deemed cancelled.

F. BE IT RESOLVED that notwithstanding any action taken with respect to the merger by the Directors of J. R. SIMPLOT COMPANY or SIMPLOT INDUSTRIES, INC. or both, and notwithstanding anything herein or elsewhere to the contrary, the merger may be abandoned at any time prior to the filing thereof by the adoption of a resolution providing for such abandonment by the Board of Directors of J. R. SIMPLOT COMPANY.

G. BE IT RESOLVED that the Executive Vice President and Secretary of this corporation be and they hereby are directed to make and execute, under the corporate seal of this corporation, a certificate of ownership and merger setting forth a copy of the resolution to merge said SIMPLOT INDUSTRIES, INC. and assume its liabilities and obligations, and to file the same in the office of the Secretary of State of Nevada and the Secretary of State of Utah; and

H. BE IT FURTHER RESOLVED that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the States of Nevada and Utah which may be necessary or proper to effect said merger.

FOURTH: That this corporation survive the merger and may be served with process in the States of Nevada and Utah in any proceeding for enforcement of any obligation of SIMPLOT INDUSTRIES, INC. as well as for enforcement of any obligation of the surviving corporation arising from the merger.

FIFTH: The undersigned corporation hereby (a) agrees that it may be served with process in the State of Utah in any proceeding for the enforcement of the rights of a dissenting shareholder of the above-mentioned subsidiary corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Utah as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Utah Business Corporation Act with respect to the rights of dissenting shareholders.

SIXTH: The mailing of Notice of said Plan and Agreement of Merger was waived by the shareholders of SIMPLOT INDUSTRIES, INC. on February 15, 1985.

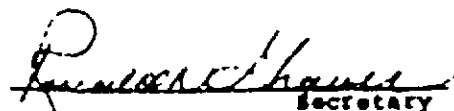
IN WITNESS WHEREOF, said J. R. SIMPLOT COMPANY has caused its corporate seal to be affixed and this certificate to be signed by Scott R. Simplot, its Executive Vice President and Ronald M. Graves, its Secretary this 15th day of February, 1985.

J. R. SIMPLOT COMPANY

By


Its Executive Vice President

ATTEST:


Secretary

STATE OF IDAHO

County of Ada

)
) ss
)

I, Laurel J. Walker, a notary public, do hereby certify that on this 15th day of February, 1983, personally appeared before me Scott R. Simplot, who, being by me first duly sworn, declared that he is the Executive Vice President of J. R. SIMPLOT COMPANY, that he signed the foregoing document as Executive Vice President of the Corporation, and that the statements therein contained are true.

Laurel J. Walker

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/30/87

CERTIFICATE OF OWNERSHIP

MERGING

SIMPLOT INDUSTRIES, INC.
(A UTAH CORPORATION)

INTO

J. R. SIMPLOT COMPANY
(A NEVADA CORPORATION)

FILED AT THE REQUEST OF:

J. R. SIMPLOT COMPANY
SUITE #1300
ONE CAPITAL CENTER
999 MAIN STREET
P. O. BOX 27
BOISE, IDAHO 83707

FILING DATE: FEBRUARY 27, 1985

FILING FEE: \$ 50.00

FILE NUMBER: 876-55

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 61-07067

NAME AND ADDRESS: J R SIMPLOT COMPANY
P O BOX 27
BOISE, ID 83707-0027

RECEIVED
OCT 30 2000
J. R. Simplot Company

SOURCE: GROUNDWATER

QUANTITY: 0.02 CFS
14.40 AFY

PRIORITY DATE: 12/02/1969

POINT OF DIVERSION: T02S R04E S02 NWNW Within Elmore County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Industrial	01-01 TO 12-31	0.02 CFS
			13.00 AFY
	Domestic 1 OFFICE	01-01 TO 12-31	0.02 CFS
			1.40 AFY
	Fire Protection	01-01 TO 12-31	0.02 CFS

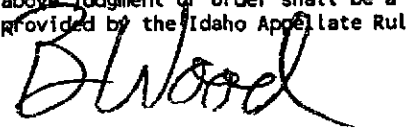
PLACE OF USE:	Industrial	Within Elmore County
	T02S R04E S02 NWNW	
	Domestic	Within Elmore County
	T02S R04E S02 NWNW	
	Fire Protection	Within Elmore County
	T02S R04E S02 NWNW	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 61-07067

NAME AND ADDRESS: J R SIMPLOT COMPANY
P O BOX 27
BOISE, ID 83707-0027

SOURCE: GROUNDWATER

QUANTITY: 0.02 CFS
14.40 AFY

PRIORITY DATE: 12/02/1969

POINT OF DIVERSION: T02S R04E S02 NWNW Within Elmore County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Industrial	01-01 TO 12-31	0.02 CFS
			13.00 AFY
	Domestic 1 OFFICE	01-01 TO 12-31	0.02 CFS
			1.40 AFY
	Fire Protection	01-01 TO 12-31	0.02 CFS

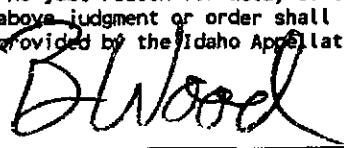
PLACE OF USE:	Industrial		Within Elmore County
	T02S R04E S02	NWNW	
	Domestic		Within Elmore County
	T02S R04E S02	NWNW	
	Fire Protection		Within Elmore County
	T02S R04E S02	NWNW	

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NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
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Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

Clark, Cynthia (Bridge)

From: Conrad, Vic [Vic Conrad@simplot.com]
Sent: Wednesday, May 12, 2004 9:29 AM
To: Cynthia Clark (E-mail)
Subject: IDWR Water Right No 61-7067

Ms. Clark:

Thank you for contacting me to find out if Simplot wants to resume the term this water right is available in the Water Supply Bank. Please accept this email message as confirmation that we do want to extend the term this water right is available for lease to the Water Supply Bank until December 31, 2004.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

August 1, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

JR SIMPLOT COMPANY
PO BOX 27
BOISE ID 83707

**RE: APPLICATION TO LEASE WATER RIGHT NOS. 2-2220, 2-2222, 2-7040, AND
61-7067 TO THE WATER SUPPLY BANK**

Dear Lessor:

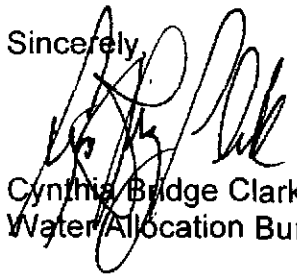
The department has completed its review of the Applications to Sell or Lease Water Right(s) to the Water Supply Bank ("bank") that you submitted to this office. Please consider that the offered water right(s) are accepted into the bank.

Several items to keep in mind in connection with the lease of a water right to the bank are as follows:

1. There is no rental payment to the owner of the water right if the right or a part thereof is not rented 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. The portion of water right no. 2-7040 appurtenant to the lands leased to the bank under right no. 2-2220 may not be used during the term of the lease.
4. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

If you have questions, please feel free to contact me.

Sincerely,


Cynthia Bridge Clark
Water Allocation Bureau

CORPORATE HEADQUARTERS

July 25, 2003

L. Glen Saxton
Chief, Water Allocation Bureau
State of Idaho
Department of Water Resources
1301 N. Orchard Street
Boise, ID 83706

RECEIVED

JUL 28 2003

Department of Water Resources

Re: Applications to Lease Portions of Water Right Nos. 2-2220, 2-2222, 2-7040 and all of 61-7067 to the Water Supply Bank.

Dear Mr. Saxton:

The following is brief summary relating to each of the enclosed applications:

Water Right 2-2220: This water right was licensed to allow 268 acres to be irrigated with water diverted from the Snake River. The enclosed application seeks to lease 72 acres of the licensed place of use to the Water Supply Bank. We are using the balance of this water right during the 2003 irrigation season.

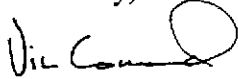
Water Right 2-2222: This water right was licensed to allow 305 acres to be irrigated with water diverted from the Snake River. During the 2003 irrigation season, and pursuant to the 2003 drought designation for Owyhee County, 80 acres of this right were changed under temporary change no. TC-2-03 to replace the water diverted under water right no. 2-10016. I will soon file a second temporary change under this same water right to move another 10 acres to replace water diverted under 2-7399. Water rights 2-10016 and 2-7399 may be curtailed due to the flows of the Snake River dropping below the Swan Falls minimum levels. The enclosed application seeks to lease 28 acres under this water right to the Water Supply Bank. We are using the balance of this right during the 2003 irrigation season.

Water Right 2-7040: This water right was licensed to allow 157 acres to be irrigated with water diverted from the Snake River. The place of use claimed in the Snake River Basin Adjudication for this water right includes an accomplished transfer slightly changing the licensed place of use without enlarging the number of acres irrigated under this right. The enclosed application seeks to lease 112 acres out of the 157 acres claimed/licensed to the Water Supply Bank. We are using the balance of this right during the 2003 irrigation season:

Water Right no. 61-7067: The enclosed application seeks to lease all of this right to the Water Supply Bank.

Please contact me should you have any questions about the enclosed applications. My phone number is 208-389-7359.

Sincerely,

A handwritten signature in black ink, appearing to read "Vic Conrad". The signature is written in a cursive style with a large, looped capital "V" and a circular flourish at the end.

Vic Conrad
Land and Development

Enclosures