

DEV ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

part of transfer

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
22-13664		X			
~~22-7215A~~					
22-7215B					
22-7215C					

OK per JC

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) See attachment A
4. New Owner/Claimant(s) Blackfoot Farms, LLC
Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address 500 Huntsman Way
City, State and ZIP Code Salt Lake City, UT 84108
- New Telephone Number (801) 584-5700
5. Date you acquired the property June 22, 2006

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Department of Water Resources
Eastern Region

5. Date you acquired the property _____
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>22-72154</u>		
Irrigation	<u>.55 cfs 83 af</u>	<u>27.7 acres</u>
Stock		
Domestic		
Other		
Totals	<u>.55 cfs 83 af</u>	<u>27.7 acres</u>
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Joseph H. Walker Blackfoot Farms LLC
POA (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____ Receipt Amt. _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

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RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

177946

RECEIVED

JUN 21 2006

TETON, ID
JUN 21 2006

Instrument # 177946

DRIGGS, TETON, IDAHO

2006-06-21 03:04:23 No. of Pages: 4

Recorded for : FIRST AMERICAN TITLE

NOLAN G. BOYLE

Fee: 12.00

Ex-Officio Recorder Deputy *N. Boyle*

Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 166467-T (tm)

Date: June 20, 2006

For Value Received, **A.I.R. Associates, a General Partnership**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Blackfoot Farms, L.C., a Utah Limited Liability Company**, hereinafter called the Grantee, whose current address is **500 Huntsman Way, Salt Lake City, UT 84108**, the following described premises, situated in **Teton County, Idaho**, to-wit:

WELL LOT, MUSTANG RANCH SUBDIVISION, ADDENDUM PLAT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 26, 1985 AS INSTRUMENT NO. 97347.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

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Department of Water Resources
Eastern Region

177946

FEB 06 2006

174617

RECORDING REQUESTED BY
First American Title Company

TETON CO., ID
CLERK RECORDER

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 174617

DRIGGS, TETON, IDAHO

2006-02-06 01:54:37 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE

NOLAN G. BOYLE

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **143774-T (tm)**

Date: **January 09, 2006**

For Value Received, **The Guy Hillman Family Credit Shelter Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Blackfoot Farms L.C., a Utah Limited Liability Company**, hereinafter called the Grantee, whose current address is **500 Huntsman Way, Salt Lake City, UT**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho
Section 23: Beginning 330 feet North of the SE corner of the NE1/4NW1/4, thence North 330 feet; thence West 2640 feet; thence South 660 feet; thence East 1320 feet; thence North 330 feet; thence East 1320 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM: Beginning 660 feet North of the Southwest corner of the NW1/4NW1/4 of Section 23, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 330 feet; thence South 330 feet; thence West 330 feet; thence North 330 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the existing county road right-of-way along the West boundary of the above described property.

ALSO LESS AND EXCEPTING THEREFROM the existing State Hwy right-of-way along the East boundary of the above described property.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, including all water rights, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and that Grantor will warrant and defend the same from all claims whatsoever.

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Department of Water Resources
Eastern Region

174617

March 1, 2007

Idaho Department of Water Resources

To Whom It May Concern:

I, Dave Richardson, have knowledge of the Teton County Fair Board Water, from well site AO 013858, being used on all 36 acres of the farm ground, now being used as the Teton County Fairgrounds.

Water from the Grand Teton Canal Co. is used for our irrigation needs with the water from the above mentioned well, being used as a supplemental source of water if the Grand Teton Canal goes dry before our irrigation season is over.

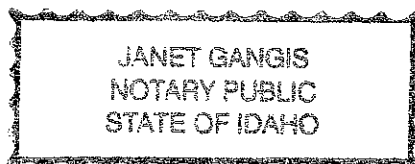
Sincerely,

Dave Richardson

Dave Richardson

State of Idaho)
) ss
County of Teton)

On this 8th day of March, 2007 before me, a Notary Public in and for said State, personally appeared Dave Richardson known, or identifies to me to be the person (s) whose name (s) is/are subscribed to the within instrument, and acknowledged to me that he/she/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.



Janet Gangis
Residing in Teton
My Commission Expires 4/30/10

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JUL 11 2007

Department of Water Resources
Eastern Region

MEMORANDUM OF AGREEMENT

This agreement is made this ____ day of June, 2006, between Blackfoot Farms, LLC, of 500 Huntsman Way, Salt Lake City, Utah 84108, (hereinafter called "Buyer"), and the County of Teton Fairboard, of P.O. Box 146, Driggs, ID 83422, (hereinafter called "Seller"), for the transfer of water rights, from Seller to Buyer in exchange for fair and adequate consideration as described below.

WHEREAS, Seller acquires water from a well located on property in the County of Teton, State of Idaho, described as follows:

WELL LOT, MUSTANG RANCH SUBDIVISION, ADDENDUM PLAT,
TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL
PLAT THEREOF RECORDED AUGUST 26, 1985 AS INSTRUMENT NO.
97347

WHEREAS, Buyer has entered into contracts and agreements to purchase the above-described property and aforementioned well;

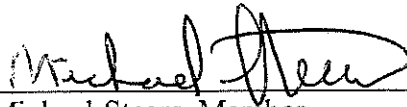
WHEREAS, Fairboard has a claim to Water Right Number 22-7215A for 0.600CFS and 90.00 acre feet from April 15 to October 15 from the Well;

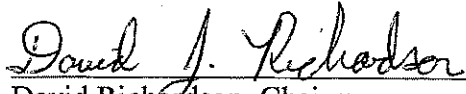
WHEREAS, David Richardson, of 583 West 200 South, Driggs, ID 83422, is the Chairman of the County of Teton Fairboard and has received authority from the necessary governmental bodies to transfer the aforementioned water right on behalf the County of Teton Fairboard;

Seller hereby transfers eighty-three (83) Acre Feet of its Water Right Number 22-7215A, retaining seven (7) acre feet, to Buyer in exchange for the sum of sixty thousand dollars (\$60,000);

Seller further agrees to cooperate in facilitating the transfer of ownership of the aforementioned well and water rights to Buyer by entering into any documents required by the Idaho Department of Water Resources.

Signed and Agreed this ____ day of June, 2006.


Michael Stears, Member
Blackfoot Farms, LLC


David Richardson, Chairman
County of Teton Fairboard

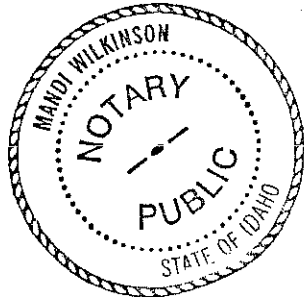
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Department of Water Resources
Eastern Region

STATE OF IDAHO)
 :SS
County of Teton)

On this _____ day of June, in the year 2006, before me, a Notary Public in and for said State, personally appeared before me Michael Stears, who, being by me first duly sworn, declared that he is a Member of Blackfoot Farms, LLC, that he signed the foregoing document as a Member of the entity, and that the statements therein contained are true.

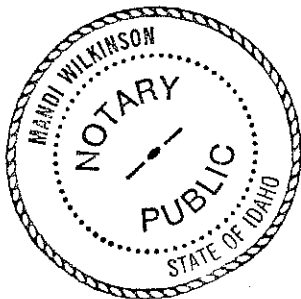


Mandi Wilkin

Notary Public for Idaho
Residing at: Driggs Idaho
My Commission Expires: 3/19/09

STATE OF IDAHO)
 :SS
County of Teton)

On this _____ day of June, in the year 2006, before me, a Notary Public in and for said State, personally appeared before me David Richardson, who, being by me first duly sworn, declared that he is the Chairman of the County of Teton Fairboard, that he signed the foregoing document as a Chairman of the entity, and that the statements therein contained are true.



Mandi Wilkin

Notary Public for Idaho
Residing at: Driggs Idaho
My Commission Expires: 3/19/09

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Department of Water Resources
Eastern Region

MEMORANDUM OF AGREEMENT

This agreement is made this ____ day of June, 2006, between Blackfoot Farms, LLC, (hereinafter called "Buyer"), AIR Associates, (hereinafter called "AIR"), Thomas M. Underhill, (hereinafter called "Underhill"), and the County of Teton Fairboard, (hereinafter called Fairboard), for the transfer of a well, column, and pump, (hereinafter called the "Well") and associated water rights, from AIR, Underhill, and Fairboard, to Buyer in exchange for fair and adequate consideration as described below.

WHEREAS, AIR, and Underhill, collectively own the Well located on property in the County of Teton, State of Idaho, described as follows:

WELL LOT, MUSTANG RANCH SUBDIVISION, ADDENDUM PLAT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 26, 1985 AS INSTRUMENT NO. 97347

WHEREAS, AIR has a one-half (1/2) ownership interest in the Well on the aforementioned property;

WHEREAS, AIR has a claim to Water Right Number 22-7215C for 0.400 CFS from April 15 to October 15 from the Well;

WHEREAS, Underhill has a one-half (1/2) ownership interest in the Well on the aforementioned property;

WHEREAS, Underhill has a claim to Water Right Number 22-7215B for 0.680CFS and 102.00 acre feet from April 15 to October 15 from the Well;

WHEREAS, Fairboard has a claim to Water Right Number 22-7215A for 0.600CFS and 90.00 acre feet from April 15 to October 15 from the Well;

AIR and Underhill hereby agree and commit to convey their interest in the Well as follows:

AIR transfers its one-half (1/2) ownership interest in the Well to Buyer in exchange for the sum of three thousand dollars (\$3,000);

Underhill transfers his one-half (1/2) ownership interest in the Well to Buyer in exchange for the sum of three thousand dollars (\$3,000);

AIR, Underhill, and Fairboard, hereby agree and commit to convey their interest in the aforementioned water rights as follows;

AIR transfers its entire Water Right Number 22-7215C to Buyer in exchange for the sum of thirty-six thousand dollars (\$36,000);

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Department of Water Resources
Eastern Region

Underhill transfers his entire Water Right Number 22-7215B to Buyer in exchange for the sum of sixty-one thousand, two hundred dollars (\$61,200);

Fairboard transfers eighty-three (83) Acre Feet of its Water Right Number 22-7215A, retaining seven (7) acre feet, to Buyer in exchange for the sum of sixty thousand dollars (\$60,000);

AIR, Underhill, and Fairboard, further agree to cooperate in facilitating the transfer of ownership of the aforementioned well and water rights to Buyer by entering into any documents required by the Idaho Department of Water Resources.

Signed and Agreed this 22 day of June, 2006.

Michael Stears

Michael Stears, Member
Blackfoot Farms, LLC

Kent Hillman
Kent Hillman, Partner
AIR Associates

Thomas M. Underhill

Thomas M. Underhill

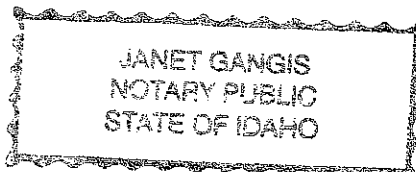
David Richardson
David Richardson,
President, County of Teton Fairboard

STATE OF IDAHO)

) ss

County of Teton)

On this 3rd day of August, in the year 2006, before me, a Notary Public in and for said State, personally appeared before me Michael Stears, who, being by me first duly sworn, declared that he is a Member of Blackfoot Farms, LLC, that he signed the foregoing document as a Member of the entity, and that the statements therein contained are true.



Janet Gangis
Notary Public for Idaho
Residing at: Tetonia
My Commission Expires: 4/30/10

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Department of Water Resources
Eastern Region

STATE OF IDAHO)
) ss
County of Teton)

On this _____ day of June, in the year 2006, before me, a Notary Public in and for said State, personally appeared before me Kent Hillman, who, being by me first duly sworn, declared that he is a Partner of AIR Associates, that he signed the foregoing document as a Partner of the entity, and that the statements therein contained are true.

Notary Public for Idaho
Residing at:
My Commission Expires:

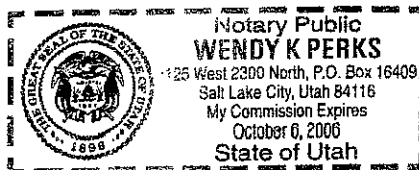
STATE OF IDAHO)
) ss
County of Teton)

On this _____ day of June, in the year 2006, before me, a Notary Public in and for said State, personally appeared before me David Richardson, who, being by me first duly sworn, declared that he is the President of the County of Teton Fairboard, that he signed the foregoing document as a President of the entity, and that the statements therein contained are true.

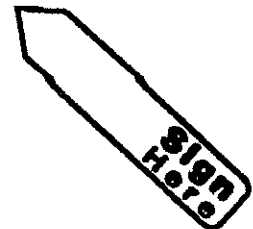
Notary Public for Idaho
Residing at:
My Commission Expires:

STATE OF ~~DAN~~ UTAH)
 :SS
County of ~~TEHON~~ SALT LAKE)

On this 22nd day of June, 2006, before me, a Notary Public in and for said State, personally appeared Thomas M. Underhill, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Wendy K. Parks
Notary Public for ~~Idaho~~ UTAH
Residing at: SALT LAKE COUNTY
My Commission expires: 12-6-06



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Department of Water Resources
Eastern Region

MEMORANDUM OF AGREEMENT

This agreement is made this 21 day of June, 2006, between Blackfoot Farms, LLC, of 500 Huntsman Way, Salt Lake City, Utah 84108, (hereinafter called "Buyer"), and AIR Associates, of P.O. Box 81, Driggs, Idaho 83422, (hereinafter called "Seller"), for the transfer of a column and pump, (hereinafter called the "Pump") and associated water rights, from Seller to Buyer in exchange for fair and adequate consideration as described below.

WHEREAS, Seller has one-half (1/2) ownership interest in the Pump located on property in the County of Teton, State of Idaho, described as follows:

WELL LOT, MUSTANG RANCH SUBDIVISION, ADDENDUM PLAT,
TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL
PLAT THEREOF RECORDED AUGUST 26, 1985 AS INSTRUMENT NO.
97347

WHEREAS, Seller has entered into a Real Estate Purchase and Sale Contract with the Buyer to transfer its interest in the above-described property;

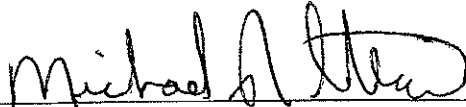
WHEREAS, Seller has a claim to Water Right Number 22-7215C for 0.400 CFS from April 15 to October 15 from the Well;

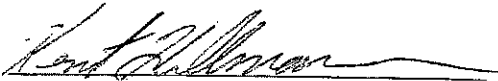
WHEREAS, Kent Hillman, of 93 South 4th East, Driggs, ID 83422, is partner of Air Associates and has received authority from the partnership to transfer the aforementioned water right on behalf Air Associates;

Seller hereby conveys its one-half (1/2) ownership interest in the Pump to Buyer in exchange for the sum of three thousand dollars (\$3,000). Seller also hereby agrees to transfer its entire Water Right Number 22-7215C to Buyer in exchange for the sum of thirty-six thousand dollars (\$36,000);

Seller further agrees to cooperate in facilitating the transfer of ownership of the aforementioned pump and water rights to Buyer by entering into any documents required by the Idaho Department of Water Resources.

Signed and Agreed this 21 day of June, 2006.


Michael Stears, Member
Blackfoot Farms, LLC


Kent Hillman, Partner
AIR Associates

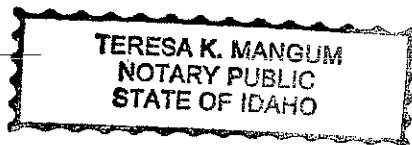
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Department of Water Resources
Eastern Region

STATE OF IDAHO)
 :SS
County of Teton)

On this 21st day of June, in the year 2006, before me, a Notary Public in and for said State, personally appeared before me Michael Stears, who, being by me first duly sworn, declared that he is a Member of Blackfoot Farms, LLC, that he signed the foregoing document as a Member of the entity, and that the statements therein contained are true.



Teresa K. Mangum

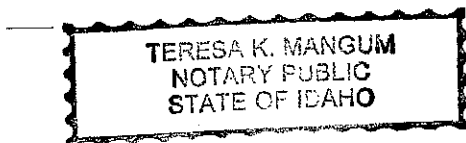
Notary Public for Idaho

Residing at: *Driggs*

My Commission Expires: 07-24-09

STATE OF IDAHO)
 :SS
County of Teton)

On this 21st day of June, in the year 2006, before me, a Notary Public in and for said State, personally appeared before me Kent Hillman, who, being by me first duly sworn, declared that he is a Partner of AIR Associates, that he signed the foregoing document as a Partner of the entity, and that the statements therein contained are true.



Teresa K. Mangum

Notary Public for Idaho

Residing at: *Driggs*

My Commission Expires: 07-24-09

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Department of Water Resources
Eastern Region

LIMITED POWER OF ATTORNEY

BLACKFOOT FARMS, LLC, WILLIAM E. REID, CEO, of 97 North Highway 33, Driggs, Idaho 83422, designate and appoint HARVEY WALKER of 2338 North 2930 West, Arco, ID 83213, as our attorney in fact and agent (subsequently called "agent") to act in our name and for our benefit. We grant to our agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as we might or could do if personally present and fully competent, hereby ratifying and confirming all that our agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

Specific Powers

Our agent shall have and may exercise the following specific power:

- a. To handle all affairs and do all that needs done, including signing of documents, pertaining to water rights, wells and all water issues.

Revocability

This power of attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by us or our agent and delivered to such person or institution.

Interpretation

This instrument is to be construed and interpreted as a limited power of attorney.

Disability of Principal

This Limited Power of Attorney shall not be affected by disability of the principal.

Third-Party Reliance

Third parties may rely upon the representations of our agent as to all matters relating to any power granted to our agent, and no person who may act in reliance upon the representations of our agent or the authority granted to our agent shall incur any liability to us or our estate as a result of permitting our agent to exercise any power.

Expiration

Unless sooner revoked in the manner above provided, this Limited Power of Attorney shall expire at midnight on April 30, 2008.

Governing Law

This Limited Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

IN WITNESS WHEREOF, we have executed this Limited Power of Attorney this 26
day of October, 2006.

BLACKFOOT FARMS, LLC, Principal

By William E. Reid
WILLIAM E. REID, CEO

[illegible]

On this 26 day of October, 2006, personally appeared before me WILLIAM E. REID, who, being by me first duly sworn, declared that he is the CEO of BLACKFOOT FARMS, LLC, that he signed the foregoing document as CEO of the corporation, and that the statements therein contained are true.



Pauline Bagley
Notary Public for Idaho
My Commission Expires: 8/2011

LIMITED POWER OF ATTORNEY
1006 Blackfoot-Walker-POA

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Department of Water Resources
Eastern Region