

RECEIVED

MAR 30 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-1161304	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Kettle Butte Properties
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Foster Land & Cattle
New owner(s) as listed on the conveyance document
- P.O. Box 40
Mailing address
801-230-5327
Telephone
- Riviera
City
Idaho
State
83443
ZIP
- Foster Brad 49 @ msn
Email
- Name connector ☐ and ☐ or ☐ and/or

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: Aug. 2 - 2019
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. 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.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Title, if applicable: [Signature] Date: 3/30/21
 Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 3/30/2021 Receipt No. E046780 Receipt Amt. \$25.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9: _____ Approved by: [Signature] Processed by: [Signature] Date: 4/14/2021

Instrument # 704452

BINGHAM COUNTY, IDAHO

2019-02-08 02:36:01 PM No. of Pages: 3

Recorded for: ALLIANCE TITLE - IDAHO FALLS O

PAMELA W. ECKHARDT

Fee: \$15.00

Ex-Officio Recorder Deputy JPulley

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

WARRANTY DEED

(WEST PARCEL)

AEC 410905

THIS INDENTURE is made this 8th day of February, 2019, by Kettle Butte Properties, LLC, an Idaho limited liability company the "Grantor", to Foster Land and Cattle, an Idaho general partnership, whose mailing address is P.O. Box 40, Ririe, Idaho, 83443, the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's successors and assigns forever, all of the following described real property in the County of Bingham, State of Idaho, to-wit:

Township 2 North, Range 33 East of the Boise Meridian, Bingham County, Idaho

Section 2: W $\frac{1}{2}$ of W $\frac{1}{2}$

Section 4: S $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 5: All

Section 6: All

Section 7: All

Section 8: N $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$

Section 9: W $\frac{1}{2}$; NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 10: S $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 11: W $\frac{1}{2}$ of W $\frac{1}{2}$

SUBJECT to that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, recorded November 14, 2014, as Instrument No. 662834, records of Bingham County, Idaho.

AND SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, and restrictive covenants of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes,



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(WEST PARCEL)**

REC 419905

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claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

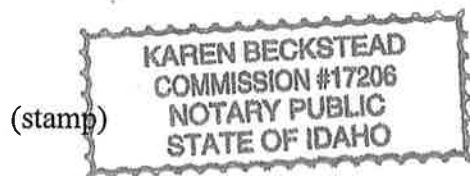
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Kettle Butte Properties LLC, an Idaho limited liability company

By: [Signature]
Matthew Wilding, Member

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 7th day of February, 2019, by Matthew Wilding, as a Member of Kettle Butte Properties LLC, an Idaho limited liability company.



[Signature]
Signature of Notary Public
My Commission Expires: 07-20-2021

Kettle Butte Properties

BY: A&B Interests LLC, Member/Manager

Bruce Wilding

By: Bruce Wilding Member /Manager

Annette Wilding

By: Annette Wilding Member/Manger

State of Idaho } ss

County of Bonneville }

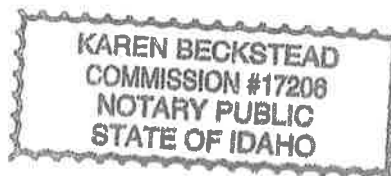
On this 8th day of February, in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Bruce Wilding and Annette Wilding as Managers of A&B Interests LLC known or identified to me to be the Manager/Member in the Limited Liability Company known as Kettle Butte Properties, LLC who executed the foregoing instrument, and acknowledged to me that they executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Karen Beckstead

Notary Public for the State of Idaho

Commission Expires: 07-20-2021





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 14, 2021

FOSTER LAND AND CATTLE
PO BOX 40
RIRIE ID 83443-0040

Re: Change in Ownership for Water Right No(s): 35-11613

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: AXA EQUITABLE LIFE INSURANCE CO