

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 09 2021

Department 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?
25-10090 OK	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: Arlenco Inc / Lane Arnold
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Foster Company
New owner(s) as listed on the conveyance document
- Mailing address: PO Box 626
City: Elmer State: ID ZIP: 83443
- Telephone: 208-538-5170
Email: VistaValley Ag@gmail.com

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: February 26, 2009
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):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o 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: Business Manager, Foster Co Date: Feb 8, 2021
 Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 2/9/2021 Receipt No.: 5046620 Receipt Amt: \$25. - for this app \$50. -

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: 2/12/2021

PROMISSORY NOTE

This agreement made between Arlenco, Inc. and Lane Arnold and Brad and Lloyd Foster, dba Foster Land and Cattle Company and Foster Company.

Arlenco, Inc., Lane Arnold recently sold to Fosters a piece of ground. This agreement will cover the balance of the money due and owing to Arlenco, Inc., Lane Arnold by the Fosters not covered by Northwest Farm Credit Loan or other money paid by Fosters at closing.

1/2 VAX - 22062.18
1/2 CA - 22062.17

The amount of this note will be 44,124.35, and will be due and payable on April 1, 2008. The money owed shall accrue interest from this date until paid in full at the rate of 8% per annum.

B. Foster
Brad F

B. Foster
Lloyd F

Dec 12 2006

imld 12-12-06

EXHIBIT "A"
REPLACEMENT PROPERTY

Tract 1:

Township 3 North, Range 40 East, Boise Meridian, Bonneville County, Idaho.

Section 14: SW1/4SW1/4

Section 15: S1/2SE1/4, SE1/4SW1/4, excepting therefrom that certain property comprising .0698 acres, more or less, conveyed to the United States of America for the Ririe Dam, in deeds recorded as Instrument Nos. 398383 and 531747, records of Bonneville County, Idaho.

Section 22: N1/2NE1/4, the North 200 feet of SW1/4NE1/4, excepting therefrom all that portion thereof lying Westerly of the Westerly line of the right-of-way of the county road.

Section 23: NW1/4NW1/4.

EXCEPTING FROM ALL OF THE ABOVE PARCELS: All county and state right-of-ways.

TOGETHER WITH That certain well and easement referred to in Instrument Nos. 383614 and 417950, records of Bonneville County, Idaho.

TOGETHER WITH All oil, gas, and mineral rights of whatever kind and nature, appertaining to the property, subject, however, to the rights of the Lessee, under the oil and gas and mineral lease between Amle L. Landon and Barbara Landon as Lessor, and Mobile Oil Corporation as Lessee, dated December 16, 1977, and recorded as Instrument No. 532824 on January 13, 1978, records of Bonneville County, Idaho.

TOGETHER WITH All water rights.

Tract 2:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

That portion of the Northwest Quarter of the Southeast Quarter, and that portion of the Northeast Quarter of the Northwest Quarter of Section 22, Township 3 North, Range 40 East of the Boise Meridian which lies and is Northerly and Easterly of the presently situated county road which extends in a Southeasterly Northwesterly direction across said Quarter Section.

That said county road commences at a point approximately at the Northwest Corner of said Northeast Quarter of the Northwest Quarter of said Section 22 and runs thence in a Southeasterly diagonal direction to intersect with the Easterly boundary of said parcel.

EXHIBIT "B"
RELINQUISHED PROPERTY

Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho:

Section 4: NW1/4

W1/2NW1/4SW1/4

Section 5: SE1/4 NE1/4 lying East of Antelope Creek Road
E1/2SE1/4 lying East of Antelope Creek Road

G:\WPDATA\GLM\5288-005\exhibit.b.wpd:

RELINQUISHED PROPERTY IDENTIFICATION

Exchanger: Foster Land and Cattle Co., an Idaho general partnership, and The Foster Company, an Idaho general partnership
Replacement Property(ies): Property purchased from Arlenco, Inc., an Idaho corporation, and Arlenco, Inc. and Lane G. Arnold, a Partnership, an Idaho general partnership (See Exhibit "A")

In accordance with the provisions of I.R.C. Section 1031, the Relinquished Property must be identified in writing on or before midnight of the 45th day from the date the Relinquished property is transferred.

Identified Relinquished Property must be "unambiguously" identified by the exchanger by street address, legal description or 'distinguishable name". (Note: In the event that the Relinquished Property consists of improved real property where the improvements are to be produced during the exchange period, then, in addition to the street address, legal description, or 'distinguishable name", the identification must include as much detail regarding the construction of the improvements as is practicable at the time the identification is made.)

As of June 10, 1991, rules and regulations became effective which dramatically impacted the number of properties that can be identified as potential Relinquished properties. The rules are as follows:

Three (3)-Property Rule: A maximum of three properties may be identified without regard to the fair market value of the properties.

or

Two Hundred Percent (200%) Rule: Any number of properties may be identified, so long as the aggregate fair market value of the properties identified does not exceed 200% of the aggregate fair market value of the Relinquished Property.

or

Ninety Five Percent (95%) Rule: The exchanger may identify any number of properties without regard to the aggregate fair market value, so long as exchanger receives ninety five percent (95%) of the aggregate fair market value of all identified Relinquished Properties prior to the end of the one hundred and eighty (180) day period.

hereby identify the following as potential Relinquished Property(ies). (The identification must be exact, therefore, please use the complete property address or the tax assessor's number, which must include the county and state.)

See Attached Exhibit "B"

\$ 500,000

\$

\$

If more than three (3) properties are to be identified, please add to the back of this form.)

Exchanger has identified one, two or three (1) properties as Relinquished Property, however Exchanger only intends to sell one, two or three (1) of the properties identified as Relinquished Property to complete Exchanger's 1031 exchange.

It is solely the exchanger's responsibility to conform to the rules and regulations regarding the 45-day identification period and 180-day exchange completion period. You must transfer ownership of all Relinquished properties you intend to sell, within a maximum of 80 days after the close of the sale of the first Replacement property you bought as part of this exchange. Please refer to our Exchange Funds Disclaimer which states the restrictions regarding your rights to obtain the benefits of the exchange proceeds once you identify property.

Foster Land and Cattle Co.

by: Grand Foster

Dated: 12-26-06

The Foster Company

by: Grand Foster

Dated: 12-26-06

WARRANTY DEED

THIS INDENTURE is made this 19 day of February, 2009, by Foster Land and Cattle Co., (a/k/a Foster Land & Cattle Company and Foster Land & Cattle Co.), an Idaho general partnership, whose general partners are Bradley D. Foster, Sharol Foster, Boyd S. Foster, and Laurie Foster, and Foster Company (a/k/a The Foster Company), an Idaho general partnership, whose general partners are Bradley D. Foster, Sharol Foster, Boyd S. Foster, and Laurie Foster, the "Grantor", and Foster Company, a new Idaho general partnership, whose general partners are Boyd S. Foster and Laurie Foster, the "Grantee", whose mailing address is P. O. Box 626, Ririe, Idaho, 83443.

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 heirs and assigns forever, all of the following described property in the County of Bonneville, State of Idaho, to-wit:

See Attached Legal Description

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any 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 premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

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

COPY

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

FOSTER LAND AND CATTLE CO.

By: Bradley Foster
Bradley D. Foster, General Partner

By: Sharol Foster
Sharol Foster, General Partner

By: Boyd Foster
Boyd S. Foster, General Partner

By: Laurie Foster
Laurie Foster, General Partner

FOSTER COMPANY

By: Bradley Foster
Bradley D. Foster, General Partner

By: Sharol Foster
Sharol Foster, General Partner

By: Boyd Foster
Boyd S. Foster, General Partner

By: Laurie Foster
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 19 day of February, 2009, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster and Sharol Foster, known or identified to me to be the partners in the partnership of Foster Land and Cattle Co. and the partner or partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership 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.

(seal)



[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 19 day of February, 2009, before me the undersigned, a notary public in and for said State, personally appeared Boyd S. Foster and Laurie Foster, known or identified to me to be the partners in the partnership of Foster Land and Cattle Co. and the partner or partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership 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.

(seal)

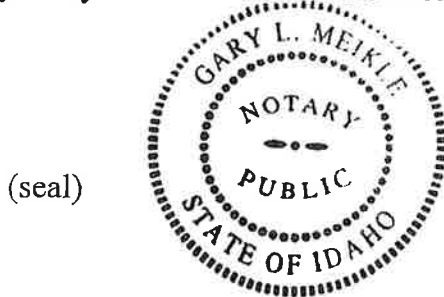


[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

STATE OF IDAHO)
)ss.
County of Bonneville)

On the _____ day of February, 2009, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster and Sharol Foster, known or identified to me to be the partners in the partnership of Foster Company and the partner or partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership 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.

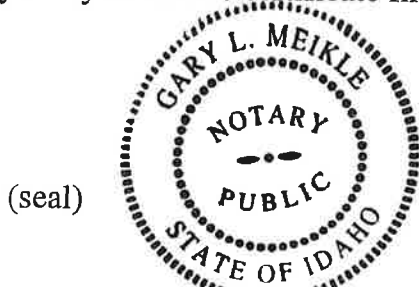


[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 19 day of February, 2009, before me the undersigned, a notary public in and for said State, personally appeared Boyd S. Foster and Laurie Foster, known or identified to me to be the partners in the partnership of Foster Company and the partner or partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership 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.



[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

G:\WPDATA\GLM\5288-007\deeds\Ririe\FLC FC to FC.bonneville (Landon).wpd:

EXHIBIT "A"

Tract I:

Township 3 North, Range 40 East of the Boise Meridian, County, .

Section 14: Southwest $\frac{1}{4}$ Southwest $\frac{1}{4}$

**Section 15: South $\frac{1}{2}$ Southeast $\frac{1}{4}$
Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$**

EXCEPTING THEREFROM: All of the Following Described Property:

That certain property conveyed to the United States of America for roadway purposes by those certain Deeds recorded as Instrument No. 398383 and 531747, records of Bonneville County, Idaho

**Section 22: North $\frac{1}{2}$ Northeast $\frac{1}{4}$
The North 200 feet of the Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$**

EXCEPTING THEREFROM: All of the Following Described Property:

All that portion thereof lying Westerly of the Westerly line of the Right-of-Way of the County Road.

Section 23: Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$

Tract II:

Together with that certain well and easement referred to in Instrument Nos. 383614 and 417950 records of Bonneville County, described as follows:

To construct, maintain and repair and underground main 14 inch irrigation pipe line approximately 5 feet deep from a point 100 feet East and 50 feet South of the West Quarter corner of Section 15, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, and thence running Southeasterly through the West half of the Southwest Quarter (West $\frac{1}{2}$ Southwest $\frac{1}{4}$) of said Section 15 to the Southeast Quarter of the Southwest Quarter of said Section 15, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, together with the right of excavate and refill the ditch or trench for the location of said main irrigation line, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said main line.

Tract III: Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Section 22: Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ lying North and East of the existing county road right of way.

Excepting Therefrom: Any highway or county road right of way.



IDWR offices are open to the public and following the CDC guidelines for wearing masks and observing social distancing. For in-person visits, we encourage you to [call ahead for an appointment](#).

WATER RIGHT REPORT

2/8/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 25-10090

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ARLENCO INC C/O GLEN OR LANE ARNOLD 2965 S 2000 W REXBURG, ID 83440 2083566677

Priority Date: 08/10/1900

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

GROUND WATER | NESWSW | Sec. 14 | Township 03N | Range 40E | BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: DOMESTIC BONNEVILLE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03N	40E	14		SWSW										

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. RP03N40E146001

Dates:

Licensed Date:

Decreed Date: 03/26/1999

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False



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

February 12, 2021

FOSTER CO
PO BOX 626
RIRIE ID 83443-0626

Re: Change in Ownership for Water Right No(s): 25-10090

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)