

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JUN 05 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

RECEIVED

JUN 09 2017

DEPT OF WATER RESOURCES
EASTERN REGION

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" in the "Leased to Water Supply Bank?" column. 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?
See attached Exhibit(A)	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: Foster Company, an Idaho General Partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jefferson South Farm LLC, a Delaware limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1250 NE Loop 410 Suite #300 San Antonio TX 78209
Mailing address City State ZIP
- Telephone _____ Email _____
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: _____
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.

SUPPORT DATA

IN FILE # 35-24518

8. Signature: [Signature] President 6/2/17
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 6-5-2017 Receipt No. 5036163 Receipt Amt. \$525-

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

Name on W-9 _____ Approved by [Signature] Processed by [Signature] W-9 received? Yes ☐ No ☐ Date 6/14/2017

Exhibit (A)

Water Rights

The following Water Rights identified in the records of the Idaho Department of Water Resources:

35-2451D OK
35-2732 OK
35-7335A OK
35-7933 OK
35-13707 OK
35-13931 OK
35-13932 OK
35-14099 OK
35-14101 OK
35-14103 OK
35-14105 OK
35-14107 OK
35-14109 OK
35-14111 OK
35-14112 OK
35-14114 OK
35-14116 OK
35-14118 OK
35-14120 OK
35-14122 OK
35-14124 OK

Reserving no portions thereof to Grantor.

Instrument # 430394

RIGBY, JEFFERSON, IDAHO
06-02-2017 12:14:38 PM No. of Pages: 5
Recorded for: TITLEONE BOISE
COLLEEN C POOLE Fee: \$22.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

Recording Requested by and
After Recording Return to:

Attn: Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

17288169

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, FOSTER COMPANY, an Idaho general partnership ("Grantor"), does hereby grant, bargain, sell and convey unto JEFFERSON SOUTH FARM LLC, a Delaware limited liability company, whose current mailing address is 1250 NE Loop 410, Suite 300, San Antonio, Texas 78209 ("Grantee"), the following described real property, located in Jefferson County, Idaho, to wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "Land"),

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Land including, but not limited to, those described on Exhibit B (whether or not such rights and entitlements are appurtenant to the Land) reserving to Grantor no portions thereof, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Land, and all minerals and mineral rights appurtenant thereto, and 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 Land, as well in law as in equity (collectively, the Land and all appurtenances are, the "Premises").

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except for (a) real property taxes and assessments that are a lien not yet due and payable, (b) all applicable zoning ordinances, building codes, laws and regulations, (c) those easements, restrictions, agreements and encumbrances of public record as of the date of this instrument, and (d) any matter or circumstance that would be disclosed by an accurate survey or physical inspection

Recording Requested by and
After Recording Return to:

Attn: Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

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of the Premises; and that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever.

DATED effective as of the 2 day of June, 2017.

FOSTER COMPANY, an Idaho general partnership

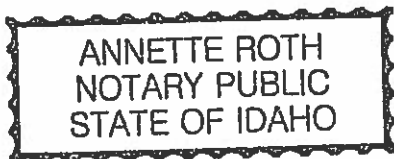
By: Boyd S. Foster
Boyd S. Foster, Partner

By: Laurie Foster
Laurie Foster, Partner

STATE OF IDAHO)
 : ss.
County of Bonneville)

On this 31st day of May, 2017, before me, a Notary Public in and for said state, personally appeared Boyd S. Foster, a partner of FOSTER COMPANY, an Idaho general partnership, and the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

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

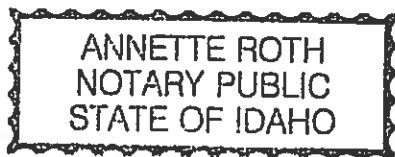


Annette Roth
Notary Public for Idaho
Residing at: Rupert, Id
My commission expires: 8-4-2017

STATE OF IDAHO)
 : ss.
County of Bonneville)

On this 31 day of May, 2017, before me, a Notary Public in and for said state, personally appeared Laurie Foster, a partner of FOSTER COMPANY, an Idaho general partnership, and the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

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



Annette Roth
Notary Public for Idaho
Residing at: Rupert, Id
My commission expires: 8-4-2017

Exhibit A to Warranty Deed

Legal Description of Real Property

Tract 1:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.

Section 22: All

Section 23: The North Half (North 1/2)

Excepting therefrom the above two properties that certain property conveyed to Jefferson County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 143699, records of Jefferson County, Idaho.

Tract 2:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho

Section 33: The Northeast Quarter (NE1/4) and the East Half of the Southeast Quarter (E1/2SE1/4)

Section 34: The West Half (W1/2)

Excepting from Section 33: Beginning at the North 1/4 Corner of Section 33 in Township 4 North, Range 35 East of the Boise Meridian, said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the point of beginning; Thence North 89°54'31" East along the North line of Section 33 for a distance of 169.35 feet; thence South 35°24'23" West for a distance of 30.70 feet to a 1/2" Rebar; thence South 35°24'23" West for a distance of 260.53 feet to a 1/2" rebar to the west line of the NE1/4 of Section 33; thence North 00°08'56" West along said 1/4 section line for a distance of 237.10 feet to the Point of beginning.

Tract 3:

Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.

Section 28: All

Excepting therefrom: Beginning at a point 2620 feet North of the Southeast corner of said Section 28, thence North 500 feet; thence West 261 feet; thence South 500 feet; thence East 261 feet to the point of beginning.

Tract 4:

Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.

Section 29: All

Section 30: The Southeast Quarter (SE1/4) and the East Half of the Northeast Quarter (E1/2NE1/4)

Exhibit B to Warranty Deed

Water Rights

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35-7335A
35-7933
35-13707
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35-13932
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35-14124

Reserving no portions thereof to Grantor.