

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 04 2015

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?
25-7003 <i>OK</i>	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
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): FOSTER COMPANY
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------|--------------------------------|-----------|--------------|
| <u>PO BOX 626</u> | <u>RIRIE</u> | <u>ID</u> | <u>83443</u> |
| Mailing address | City | State | ZIP |
| <u>208-538-5170</u> | <u>VISTAVALLEYAG@GMAIL.COM</u> | | |
| 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: February 2009 (Instrument # 1324903)
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: <u><i>[Signature]</i></u>	General Partner	July 17, 2015
	Title, if applicable	Date
Signature: <u><i>[Signature]</i></u>	General Partner	July 17, 2015
	Title, if applicable	Date

For IDWR Office Use Only:

Received by <u><i>[Signature]</i></u>	Date <u>8/4/15</u>	Receipt No. <u>E041332</u>	Receipt Amt. <u>\$25.00</u>
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 <u><i>[Signature]</i></u>	Processed by <u><i>[Signature]</i></u>	Date <u>9/24/15</u>

Instrument # 1324903

IDAHO FALLS, BONNEVILLE, IDAHO

2-26-2009 04:10:29 No. of Pages: 5

Recorded for: HOLDEN KIDWELL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Fee: 15.00

WARRANTY DEED Index to DEED, WARRANTY

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.

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 S. 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

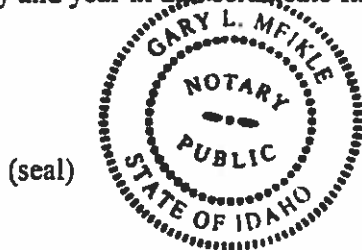
By: Boyd S. Foster
Boyd S. Foster, General Partner

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.

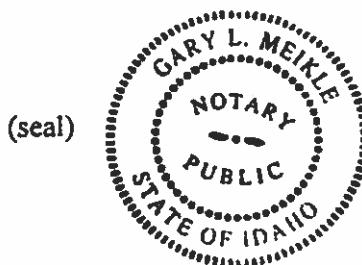


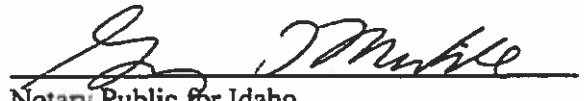

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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.

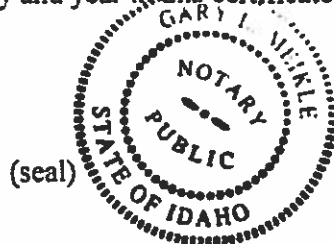



Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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)ss.
County of Bonneville)

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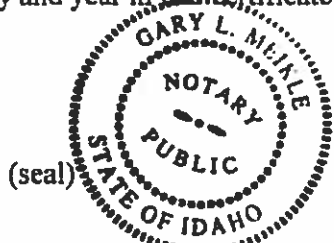


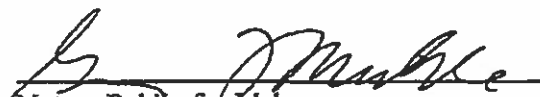

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Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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 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.




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

G:\WPDATA\GML\5281-007\deeds\Ar\lnc\PLC.FC to FC.bonneville.wpd

Exhibit "A"

Tract I:

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

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.

SPECIAL WARRANTY DEED

For Value Received Exchange 06-3545 LLC, an Idaho Limited Liability Company

Hereinafter called Grantor, hereby grants, bargains, sells and conveys unto Foster Land & Cattle Co., an Idaho general partnership & The Foster Company, an Idaho general partnership Purchaser

whose address is: P.O. Box 308, Rigby, ID 83422

Hereinafter called the Grantee, the following described premises situated in Bonneville County, Idaho, to-wit:

See attached Exhibit "A" attached hereto

Grantor does hereby covenant with Grantee, his heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Dated: March 5, 2007

Exchange 06-3545, LLC., an Idaho Limited Liability Company

Exchange Services, Inc., Member

Misty Peterson
By: Misty Peterson
It's: Vice President

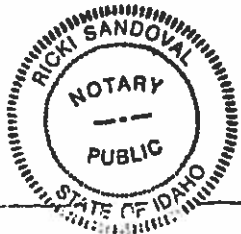
INSTRUMENT NO.	1256340
DATE	3-16-07
INST CODE	275
IMAGED PGS	2
FEE	6.00
STATE OF IDAHO	
COUNTY OF BONNEVILLE	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>[Signature]</u>
Deputy	
Request of	ATC

STATE OF IDAHO

:ss

COUNTY OF Bingham

On this 5th day of March, 2007, before me, the undersigned personally appeared Misty Peterson, known or identified to me to be the Vice President of the corporation who executed the instrument on behalf of said corporation as member of Exchange 06-3545, LLC., an Idaho Limited Liability Company, and acknowledged to me that she executed the same as Vice President of the corporation, as member of Exchange 06-3545, LLC., an Idaho Limited Liability Company.



Ricki Sandoval
Notary Public for Idaho
Residing at Blackfoot
Commission Expires 12/15/2005

Alliance Title & Escrow Corp.
1070 Riverwalk Dr., Ste. 100
P.O. Box 50642
Idaho Falls, ID 83405-0642

3030615238

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