

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUL 10 2015
Department 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". 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?
25-7016 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
25-2130 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Foster Land & Cattle
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): FOSTER CO
New owner(s) as listed on the conveyance document
- Mailing address: P.O. Box 626
City: Ririe State: ID ZIP: 83443
- Telephone: 208-538-5170
Email: VistaValleyAg@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: _____
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 #

25-2130

8. Signature: Bel Foster Signature of new owner/claimant
 Title, if applicable: Owner
 Date: 1 June 15
- Signature: _____ Signature of new owner/claimant
 Title, if applicable: _____
 Date: _____

For IDWR Office Use Only:

Received by: JB Date: 7/10/2015 Receipt No. E041241 Receipt Amt. \$275. -

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

Name on W-9: _____ Approved by: JB Denied by: JB

W-9 received? Yes ☐ No ☐ Date: 9/3/2015

\$50. - for this app

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

Index to: DEED, WARRANTY

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

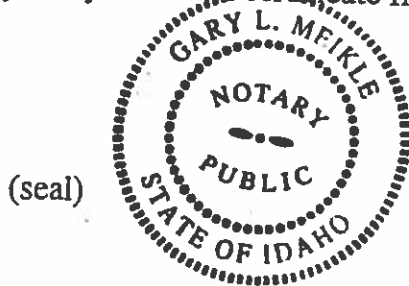
By: Boyd Foster
Boyd S. Foster, General Partner

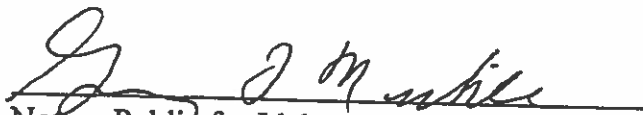
By: Laurie Foster
Laurie Foster, General Partner

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.

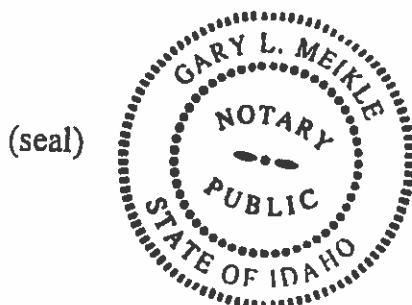


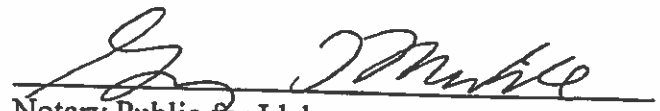

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

STATE OF IDAHO)
)ss.
County of Bonneville)

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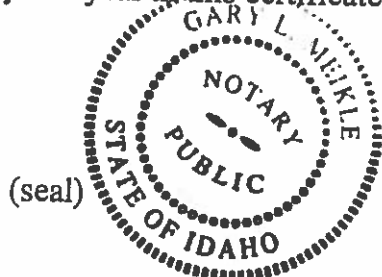



Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

STATE OF IDAHO)
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County of Bonneville)

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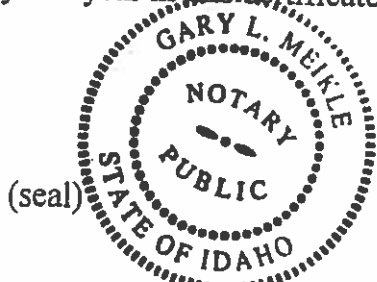


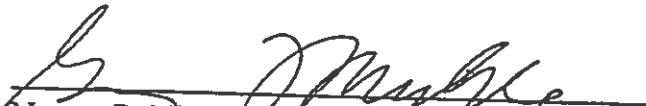

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Residing at Idaho Falls, Idaho
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Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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.

Instrument # 1324904

IDAHO FALLS, BONNEVILLE, IDAHO

2-26-2009

04:10:29 No. of Pages: 5

Recorded for : HOLDEN KIDWELL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 15.00

WARRANTY DEED

THIS INDENTURE is made this 19 day of February, 2009, 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.

COPY

FOSTER COMPANY

By: *Bradley Foster*
Bradley D. Foster, General Partner

By: *Sharol Foster*
Sharol Foster, General Partner

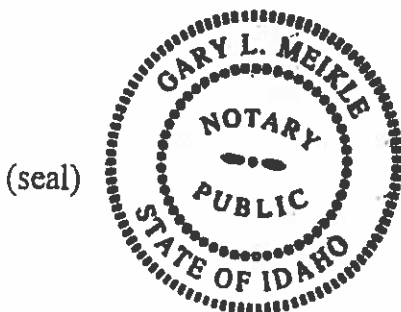
By: *Boyd S. Foster*
Boyd S. Foster, General Partner

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 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.



Gary L. Meikle
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 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.

(seal)



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

© \WPDATA\GLMS288-007\deeds\Virie\FC to FC bonneville (Harris).wpd:

EXHIBIT "A"

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

Tract I: Section 10: Southeast Quarter

Tract II: Section 14: Southwest Quarter Northwest Quarter, less the North 935 feet of that portion of the Southwest Quarter Northwest Quarter lying East of the natural stream of Birch Creek.

Tract III: Section 15: North Half Northeast Quarter, Southeast Quarter Northeast Quarter.

SUBJECT TO:

A Pole Line Easement granted to Utah Power and Light, by Instrument recorded June 28, 1948, Book 7 of Easements at page 303, records of said County.

Exceptions and Reservations contained in the Patent from the United States of America, Section 10: Southwest quarter, recorded in Book 5, of Patents at page 314; Section 10: Southeast quarter, recorded in Book 9 of Patents at page 409; Section 14 & 15: recorded in Book 5 of Patents at page 578; records of Bonneville County, Idaho, to wit:

To any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law and there is reserved from the lands hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States, reserving, also, to the United States, all coal in the lands so granted and to it, or persons authorized by it, the right to prospect for, mine and remove coal from the same upon compliance with the conditions of and subject to the limitations of the act of March 3, 1909 35 stat., 844.

Accruing general taxes and assessments.

Easements and Rights of Way for highways, roads, ditches, canals, pole, power, and transmission lines as they exist.

Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.

TRACT II:
(Instrument
#1302723)

Township 3 North, Range ⁴⁰~~38~~ East of the Boise Meridian, Bonneville County, Idaho

Section 10: W1/2

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

a. That certain property conveyed to the State of Idaho by and through the Idaho Board of Highway Directors for roadway purposes by that certain Warranty Deed dated December 26, 1967 and recorded as Instrument No. 382181, records of Bonneville County, Idaho.

b. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed dated February 24, 1970 and recorded as Instrument No. 404936, records of Bonneville County, Idaho.

Section 15: NW1/4

SW1/4 NE1/4

W1/2 SW1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

a. That part of the SW1/4 SW1/4 lying Southwesterly of a line described as follows: Said line begins 286 feet South of the Northwest Corner of said SW1/4 SW1/4; thence S47°00'E to a point on the South line of said Section 15, which is 1194 feet East of the Southwest Corner of said Section 15.

b. All that portion of the W1/2 SW1/4 of Section 15, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, lying Southwesterly of a line lying parallel and Northeasterly, a distance of 30 feet, when measured at right angles and/or radially from a centerline survey, being more particularly described as follows: Beginning at a point on the Mercator Idaho Grid System, East Zone, the "Y" coordinate being North 700,231.11 feet and the "X" coordinate being East 611,737.66 feet (said point lying approximately N0°04'W 1425 feet from the Southwest Corner of said Section 15), said point also being Survey Station P.I. 144+44.5 of said survey line; thence N0°00'W 320 feet to Survey Station P.C. 141+24.5 and the TRUE POINT OF BEGINNING; thence Southeasterly along an 8°00' curve to the left 601.90 feet to Survey Station P.T. 147+26.3; thence S48°09'E to a point on the South line of said Section 15 and the point of terminus of the above described survey line.

Instrument # 1324905

IDAHO FALLS, BONNEVILLE, IDAHO

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

Recorded for : HOLDEN KIDWELL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

WARRANTY DEED

Fee: 15.00

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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:

Township 3 North, Range 40 E.B.M.:

Section 12: South half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$)

EXCEPTING therefrom:

Beginning at the Southwest corner of said Section 12, thence East along the Section line 750 feet; thence N30°40'E 465 feet; thence N70°50'E 682 feet; thence N36°20'E 250 feet; thence N80°50'E 640 feet; thence N40°E 520 feet, more or less to the Northeast corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section; thence West along the sixteenth line 2640 feet, more or less, to the Northwest corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$; thence South along the Section line 1320 feet to the point of beginning.

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.

COPY

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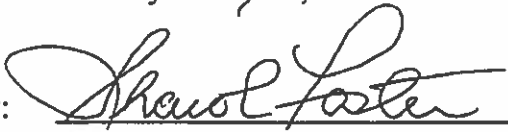
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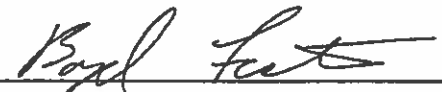
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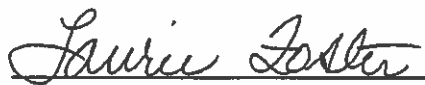
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FOSTER LAND AND CATTLE CO.

By: 
Bradley D. Foster, General Partner

By: 
Sharol Foster, General Partner

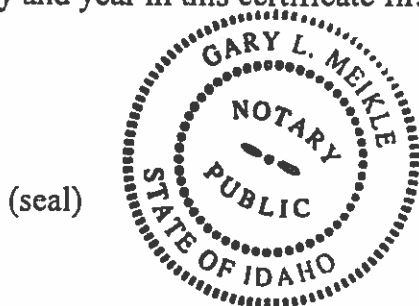
By: 
Boyd S. Foster, General Partner

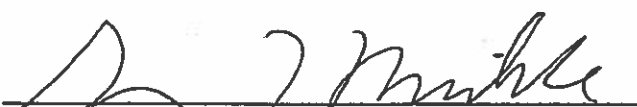
By: 
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

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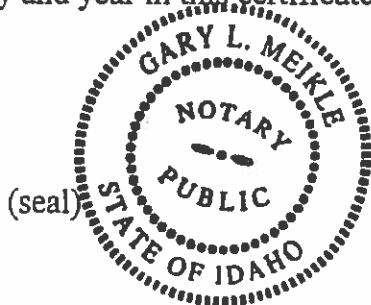


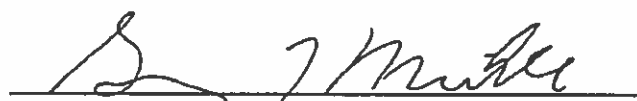

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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County of Bonneville)

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

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Instrument # 1324906

IDAHO FALLS, BONNEVILLE, IDAHO

2-26-2009 04:10:29 No. of Pages: 3

Recorded for : HOLDEN KIDWELL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

WARRANTY DEED

Fee: 9.00

THIS INDENTURE is made this 19 day of February, 2009, 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; and Boyd S. Foster and Laurie Foster, husband and wife, 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 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

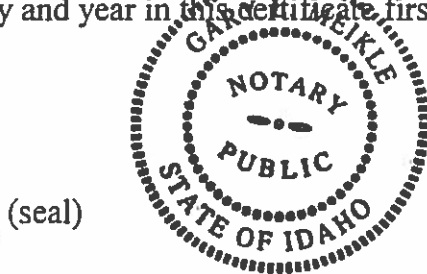
Boyd Foster
Boyd S. Foster

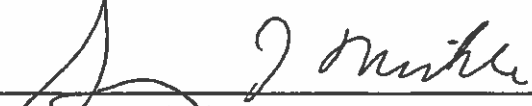
Laurie Foster
Laurie Foster

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 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.

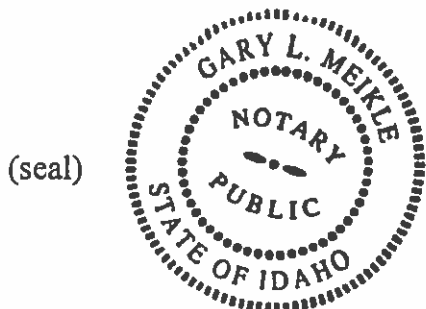



Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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

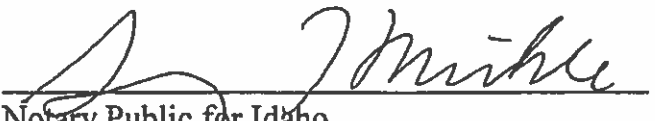
STATE OF IDAHO)
)ss.
County of Bonneville)

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, husband and wife, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that 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.

(seal)




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

G:\WPDATA\GLM\5288-007\deeds\Ririe\FC.b&l to FC.bonneville.wpd

EXHIBIT "A"

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

Section 10: NE1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. Beginning at the North Quarter Corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho; thence South 350 feet; thence East 225 feet; thence North 350 feet; thence West 225 feet to the point of beginning.
- b. Beginning at a point that is East 225 feet from the North Quarter Corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho; running thence East 100 feet; thence South 350 feet; thence West 100 feet; thence North 350 feet to the point of beginning.
- c. That certain property conveyed to the State of Idaho for roadway purposes by that certain Warranty Deed recorded as Instrument No. 384257 on April 16, 1968, records of Bonneville County, Idaho.

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

Section 11: W1/2 W1/2

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. The East 33 feet of the North 1353 feet of the West Half of the Northwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.
- b. The North 660 feet of the East 130 feet of the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.
- c. Beginning at a point in the Northeast Corner of the West Half of the West Half (W1/2 W1/2) of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, which is at the center of U.S. Highway 26 and at the center of Birch Creek where it traverses U.S. Highway No. 26; thence South 200 feet; thence West 240 feet; thence North 200 feet; thence East 240 feet to the point of beginning.
- d. Beginning at a point that is N89°48'00"E along the Section line 1098.48 feet and S00°12'00"E 1955.58 feet from the Northwest Corner of Section 11,

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho; running thence N00°12'00"W 597.40 feet; thence N89°48'00"E 216.00 feet, more or less, to the Westerly right of way line of West Birch Creek Road; thence Southerly along said right of way line to a point that bears N89°48'00"E from the point of beginning; thence S89°48'00"W 221.00 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. Any portion of the above described property that lies East of the East line of the West Half of the West Half of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.
- e. Beginning at a point that is N89°48'00"E along the Section line 1098.48 feet and S00°12'00"E 240.66 feet from the Northwest Corner of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, said point of beginning being on the South line of the property described in Instrument No. 814280, records of Bonneville County, Idaho; running thence S00°12'00"E 210.45 feet; thence N89°48'00"E 227.83 feet; thence N00°12'00"W 210.45 feet; thence S89°48'00"W 227.83 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. Any portion of the above described property that lies East of the East line of the West Half of the West Half of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.
- f. Beginning at a point that is N89°48'00"E along the Section line 1098.48 feet and S00°12'00"E 40.66 feet from the Northwest Corner of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho; running thence S00°12'00"E 200.00 feet; thence S89°48'00"W 12.18 feet; thence N00°12'00"W 200.00 feet; thence N89°12'00"W 200.00 feet; thence N89°48'00"E 12.18 feet to the point of beginning.
- g. That certain property conveyed to the State of Idaho for roadway purposes by that certain Warranty Deed recorded as Instrument No. 384256, records of Bonneville County, Idaho.

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

Section 14: NW1/4 NW1/4

WARRANTY DEED

Instrument # 1324907

IDAHO FALLS, BONNEVILLE, IDAHO

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

Recorded for : HOLDEN KIDWELL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to DEED, WARRANTY

Fee: 18.00

THIS INDENTURE is made this 19 day of February, 2009, 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.

COPY

FOSTER COMPANY

By: Bradley D. Foster
Bradley D. Foster, General Partner

By: Sharol Foster
Sharol Foster, General Partner

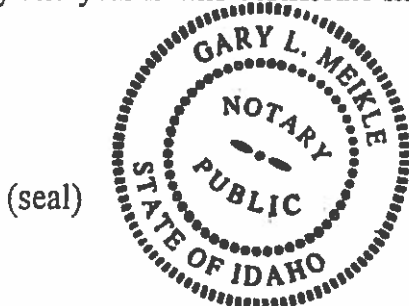
By: Boyd S. Foster
Boyd S. Foster, General Partner

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 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.



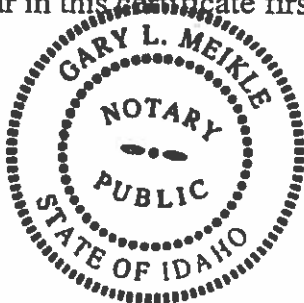
Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 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.

(seal)




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

G:\WPDATA\GLMS288-007\deeds\Irinie\FC to FC bonneville (Birch Creek).wpd

EXHIBIT "A"

Tract 1:

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

Section 11: All that portion of the following described property lying and being South of the U.S. Highway 26:

NE1/4, NE1/4NW1/4

Together with well, pump (Layne & Bowler, ID #1381443) and water right Nos. 25-07032A, 25-021163 and 25-021164 located on said Section 11 appurtenant to above described property; and together with the irrigation equipment located thereon subject to the right of Foster to sell, trade or transfer the irrigation equipment and replace it with other irrigation equipment.

EXCEPTING THEREFROM all of the following described properties:

A parcel of land located in the NE1/4NW1/4 of said Section 11 described as follows: Beginning at a point on the South right of way line of Highway No. 26 where the West boundary of the NE1/4NW1/4 of Section 11 intersects said right of way and running thence South 250 feet, more or less, to a point which is located directly west of a domestic well, running thence East 250 feet through the center of said well to a point 53 feet East of said well, thence North 210 feet, more or less, to the South right of way line of Highway No. 26, thence in a Northwesterly direction along said Highway right of way 250 feet, more or less, to the point of beginning.

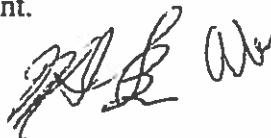
That certain property conveyed to Bonneville County for roadway purposes by Clyde A. and LaRae L. Cook, husband and wife, recorded as Instrument No. 763734 on March 7, 1989 records on Bonneville County, Idaho.

Tract 2:

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

Section 12:

SW1/4NW1/4, all of those portions of the NW1/4NW1/4 lying and being South of U.S. Highway 26. Subject to an easement over the existing roadway along the West boundary of the described property for access to the well along said boundary and for access to the SW1/4 of said Section 12. Together with the undivided on-half (1/2) interest in the well, pump (Layne & Bowler, ID # 1381443), and the water right Nos. 25-07032A, 25-021163 and 25-021164 located in the SW1/4NW1/4 of Section 12, and together with the irrigation equipment located on the above described property subject to the right of Foster to sell, transfer, or trade the same and replace it with other equipment.



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

Section 12:

NW 1/4 SW 1/4.

AND:

Beginning at the Southwest corner of said Section 12, thence East along the Section line 750 feet; thence N30°40'E 465 feet; thence N70°50'E 682 feet; thence N36°20'E 250 feet; thence N80°50'E 640 feet; thence N40°E 520 feet, more or less to the Northeast corner of the S1/2 SW1/4 of said Section; thence West along the sixteenth line 2640 feet, more or less, to the Northwest corner of the S1/2 SW1/4; thence South along the Section line 1320 feet to the point of beginning.

A handwritten signature in dark ink, appearing to be 'J. B. W.' or similar, located below the survey description.

TRACT I:

Township 3 North, Range 40 East of the Boise Meridian:

Section 10: NE1/4

LESS AND EXCEPTING THEREFROM a parcel of land being on the Southerly side of the center line of U.S. Highway No. 26, Project No. F-6501(5) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the N1/2NE1/4 of Section 10, Township 3 North, Range 40 East of the Boise Meridian, described as follows, to wit:

Beginning at the North Quarter corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian; thence South 89°56'02" East along the North line of said Section 10, a distance of 2646.21 feet to the Northeast corner thereof; thence South 0°01'44" West along the East line of said Section 10, a distance of 18.64 feet to a point that bears South 1°10'14" West 75.0 feet from Station 919+41.90 of said U. S. Highway No. 26, Projection No. F-6501(5) Highway Survey; thence South 86°21'40" West 199.67 feet to a point in a line parallel with and 90.0 feet Southerly from the centerline and opposite Station 917+41.34 of said highway survey; thence North 89°49'56" West along said parallel line 2341.34 feet to a point opposite Station 894+00 of said Highway Survey; thence North 87°07'11" West 105.66 feet to a point in said West line of the N1/2NE1/4 of said Section 10 and bears South 0°10'04" West 85.0 feet from Station 892+94.46 of said Highway Survey; thence North 0°09'59" West along said West line 22.20 feet to the Place of Beginning.

ALSO LESS AND EXCEPTING THEREFROM: Beginning at the North Quarter corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian, thence South 350 feet; thence East 225 feet; thence North 350 feet; thence West 225 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

7
TRACT II:

Township 3 North, Range 40 East of the Boise Meridian:

Section 11: W1/2W1/2.

LESS AND EXCEPTING THEREFROM: The East 2 rods of the North 82 rods of the W1/2NW1/4.

ALSO LESS AND EXCEPTING THEREFROM: The North 660 feet of the East 130 feet of the SW1/4SW1/4.

ALSO LESS AND EXCEPTING THEREFROM: A strip of land lying in the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, said strip of land being 20 feet in width, being 10 feet wide on each side of a center line described as follows:

Commencing at a point in the center line of the County Road, said point lying South 86°57'41" East 1415.08 feet; from the Southwest corner of said Section 11; thence North 3°2'9" East along the center line of said County Road 96.56 feet; thence North 87°43'11" West 30 feet to a point in the Westerly line of said County Road, said point being the True Point of Beginning; thence North 87°43'11" West 68.40 feet; thence North 2°51'5" East 122.32 feet; thence North 22°52'33" East 80.18 feet to the point of terminus of the above described centerline.

INITIALS:

J.R.L., H.L., R.D.F., M.H.L.

Exhibit "A"
Page 2 of 2

F-221269-8
031329 341 01

ALSO LESS AND EXCEPTING THEREFROM: Beginning at a point in the Northeast corner of the W1/2W1/2 of Section 11, which is at the center of U.S. Highway 26 and at the center of Birch Creek where it traverses U.S. Highway 26, and thence South 200 feet; thence West 240 feet; thence North 200 feet; thence East 240 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

TRACT III:

Township 3 North, Range 40 East of the Boise Meridian:

Section 14: NW1/4NW1/4.

LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

TRACT IV:

Township 3 North, Range 40 East of the Boise Meridian:

Section 11: SE1/4

THIS INDENTURE is made this 19 day of February, 2009, 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:

Township 3 North Range 40 EBM.

Section 14: NW1/4SW1/4

Section 15: NE1/4SW1/4; N1/2SE1/4

Together with water rights thereto in Birch Creek.

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.

COPY

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 COMPANY

By:

Bradley D. Foster
Bradley D. Foster, General Partner

By:

Sharol Foster
Sharol Foster, General Partner

By:

Boyd S. Foster
Boyd S. Foster, General Partner

By:

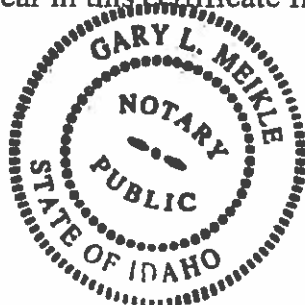
Laurie Foster
Laurie Foster, General Partner

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 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.

(seal)



Gary L. Meikle
Notary Public for Idaho

Residing at Idaho Falls, Idaho

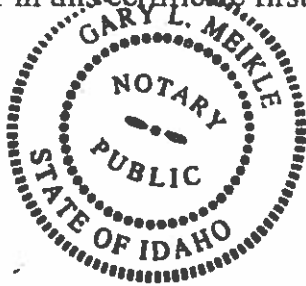
My Commission Expires: 12-15-2009

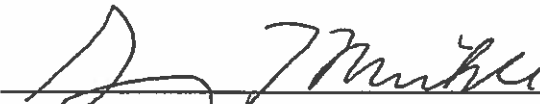
STATE OF IDAHO)
)ss.
County of Bonneville)

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 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.

(seal)





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

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

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

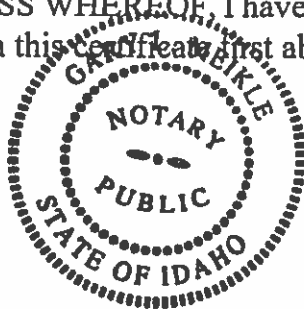
By: Laurie Foster
Laurie Foster, General Partner

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)




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

STATE OF IDAHO)
)ss.
County of Bonneville)

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(seal)



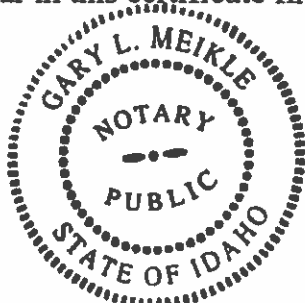
[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

STATE OF IDAHO)
)ss.
County of Bonneville)

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(seal)



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

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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.

Instrument # 1324910
IDAHO FALLS, BONNEVILLE, IDAHO
2-26-2009 04:10:29 No. of Pages: 3
Recorded for : HOLDEN KIDWELL
RONALD LONGMORE
Ex-Officio Recorder Deputy  Fee: 9.00
Index to: DEED, WARRANTY

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, 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:

TRACT I:

Township 3 North, Range 35 East of the Boise Meridian,
Bonneville County, Idaho.
Section 12: E1/2

TRACT II:

Township 3 North, Range 36 East of the Boise Meridian,
Bonneville County, Idaho.
Section 7: N1/2

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

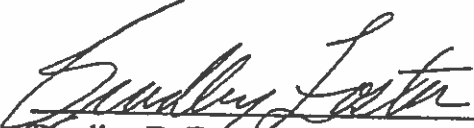
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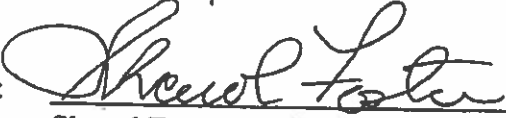
Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

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 D. Foster, General Partner

By: 
Sharol Foster, General Partner

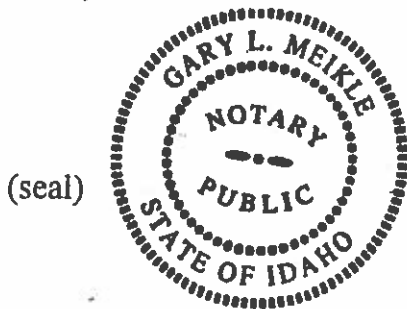
By: 
Boyd S. Foster, General Partner

By: 
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

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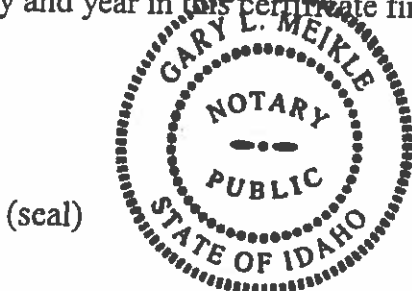


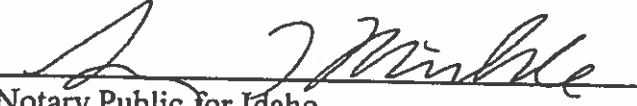

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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