

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JUL 22 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-7280 ³⁵⁻⁷²⁸⁰ ₃₅₋₁₄₃₃₄	Yes ☒		Yes ☐		Yes ☐
35-7281 ³⁵⁻⁷²⁸¹ ₃₅₋₁₄₃₃₅	Yes ☒		Yes ☐		Yes ☐
35-13241 ³⁵⁻¹³²⁴¹ ₃₅₋₁₄₃₃₆	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Linden and Lois Butikofer
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Karl T. Cook and Molly M. Cook
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 703 W. 7th South Rexburg ID 83440
Mailing address City State ZIP
- 208-351-1055
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: March 31, 2006
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: *Robert L. Jannis* ATTORNEY July 19, 2013
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 BJ Date 7/25/2013 Receipt No. E038931 Receipt Amt. \$300
Approved by BJ Processed by BJ Date 7/26/2013

SUPPORT DATA
IN FILE # 35-7280

COOK SPLIT ANALYSIS of BUTIKOFER WATER RIGHTS

Total W.R. Acres	Karl/Molly Acres	% to Karl/Molly	Jeff/Jenny Acres	% to Jeff/Jenny
560	142	25.36%	418	74.64%
The acres listed are those on the respective properties after the changes proposed in the transfer.				

TOTAL Water Rights				
Water Right No.	Diversion Rate	Combined D.R.	Volume	Combined Volume
35-7280	4.2	5.13	1960	2240
35-7281	5			
35-13241	1.154		280	

Split to Karl/Molly				
Water Right No.	Diversion Rate	Combined D.R.	Volume	Combined Volume
35-7280	1.07	1.30	497	568
35-7281	1.27			
35-13241	0.29		71	

Split to Jeff/Jenny				
Water Right No.	Diversion Rate	Combined D.R.	Volume	Combined Volume
35-7280	3.14	3.83	1463	1672
35-7281	3.73			
35-13241	0.86		209	

AMT 20-40984

347421

GRANT DEED

THIS INDENTURE is made this 27th day of March, 2006, by LINDEN J. BUTIKOFER and LOIS J. BUTIKOFER, husband and wife, the "Grantor", to FOSTER LAND AND CATTLE CO., an Idaho general partnership having as its General Partners Brad Foster and Boyd Foster, whose mailing address is Post Office Box 308, Rigby, Idaho 83442, the "Grantee".

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

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

Section 10: South ½

Section 17: All

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

That certain property conveyed to Jefferson County for roadway purposes by those certain Quitclaim Deeds recorded as Instrument Nos. 181875 and 181907, records of Jefferson County, Idaho.

Section 22: All

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

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.

Section 23: N½

Instrument # 347421
RIGBY, JEFFERSON, IDAHO
2006-03-31 04:31:00 No. of Pages: 5
Recorded for : AMERITITLE
CHRISTINE BOULTER
Ex-Officio Recorder Deputy Ve Fee: 15.00
Index to: GRANT DEED

3/31/06

4:31

EXCEPTING THEREFROM ALL OF THE FOLLOWING
DESCRIBED 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.

Section 33: NE¼, E½ SE¼

Section 34: W¼

SUBJECT TO THE FOLLOWING:

1. All real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the Property.
2. Right, title and interest of the Public in and to those portions of above described property falling within the bounds of roads and highways.
3. Utah Power & Light Company Pole Line Easement given by Western Potato Co. #2, Don C. Archibald, a partner, and Leland Jay Cook, and Anita C. Cook, Grantors to Utah Power & Light Company, a corporation, Grantee, dated May 25, 1965, and recorded in Book 179 of Miscellaneous Records at Page 78, records of Jefferson County, Idaho.
4. Utah Power & Light Company Pole Line Easement given by Merle W. Butikofer and Ulene Butikofer, husband and wife, and Linden J. Butikofer and Lois J. Butikofer, husband and wife, Grantors to Utah Power & Light Company, a corporation, Grantee, recorded as Instrument No. 142793, records of Jefferson County, Idaho.
5. Utah Power & Light Company Easement given by Linden J. Butikofer and Lois J. Butikofer, husband and wife, Grantors to Utah Power & Light Company, a corporation, Grantee, dated

February 7, 1974, and recorded as Instrument No. 170364 on April 30, 1974 at 11:05 a.m., records of Jefferson County, Idaho.

6. Deed of Easement given by Richard A. Egbert, Alta Egbert, Phillips Farms, Inc., Blaine Larsen, Connie Larsen, Richard Larsen, Peggy Larsen, Kent Gneiting and Lorraine Gneiting and Jeffco Farms, a limited partnership, Grantors to Jefferson County, a political subdivision of the State of Idaho, Grantee, dated March 30, 1975, and recorded as Instrument No. 176990 on September 26, 1975 at 11:05 a.m., records of Jefferson County, Idaho.
7. Utah Power & Light Company Easement given by Blaine Larsen, Connie Larsen, Leonard O. Wasden and Afton Wasden, Grantors, to Utah Power & Light Company, a corporation, Grantee, dated May 8, 1975, and recorded as Instrument No. 177443 on November 6, 1975 at 11:05 a.m., records of Jefferson County, Idaho.
8. Utah Power & Light Company Easement given by Leonard C. Wasden and Afton Wasden, Blaine Larsen and Connie Larsen, and Janeen W. Harris, a married woman, Grantors, to Utah Power & Light Company, a corporation, Grantee, dated July 1, 1975, and recorded as Instrument No. 177451, records of Jefferson County, Idaho.
9. Utah Power & Light Company Easement given by Kent Gneiting and Lorraine Gneiting, his wife, Grantors, to Utah Power & Light Company, a corporation, Grantee, dated June 6, 1975, and recorded as Instrument No. 177454 on November 6, 1975 at 11:16 a.m., records of Jefferson County, Idaho.
10. Easement given by Gary J. Jensen, Grantor, to Richard I. Clayton, Jr. and Diane H. Clayton, Grantees, dated October 6, 1976, and recorded as Instrument No. 182365 on October 8, 1976 at 9:35 a.m., records of Jefferson County, Idaho.
11. Utah Power & Light Company Easement given by Blaine Larsen and Connie Larsen, his wife, Grantors, to Utah Power & Light Company, a corporation, Grantee, dated July 28, 1976,

and recorded as Instrument No. 182584, records of Jefferson County, Idaho.

12. Utah Power & Light Company Easement given by Frank D. Jones and Deloris M. Jones, his wife, Grantors, to Utah Power & Light Company, a corporation, party of the second part, dated May 26, 1977, and recorded as Instrument No. 187940 on September 13, 1977 at 11:26 a.m., records of Jefferson County, Idaho.
13. The rights of the public in any and all existing County roads, including but not limited to roads running along the South line, Section 10; North line of Sections 33 and 34.

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

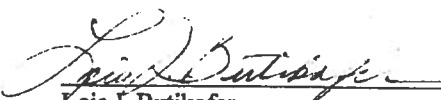
TO HAVE AND TO HOLD, the property and the appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

In construing this 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.

GRANTOR:

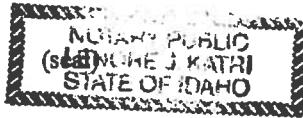

Linden J. Butikofer

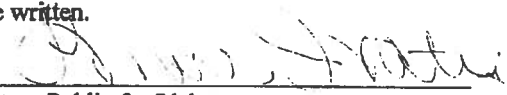

Lois J. Butikofer

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 31 day of March, 2006, before me, the undersigned, a notary public in and for said State, personally appeared Linden J. Butikofer, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.

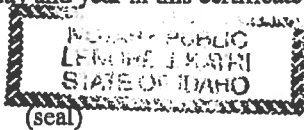



Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 01/30/09

STATE OF IDAHO)
)ss.
County of Bonneville)

On the ___ day of March, 2006, before me, the undersigned, a notary public in and for said State, personally appeared Lois J. Butikofer, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 01/30/09

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AM 20-40949



IDWD
Order No. 20-40949

Instrument # 347433
RIGBY, JEFFERSON, IDAHO
2006-03-31 04:43:00 No. of Pages: 2
Recorded for : AMERITITLE
CHRISTINE BOULTER
Ex-Officio Recorder Deputy Uk Fee: 6.00
Index to: WARRANTY DEED

347433

WARRANTY DEED

For Value Received,

Foster Land & Cattle Co., an Idaho General Partnership

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Karl T. Cook and Molly M. Cook, husband and wife

GRANTEE(s), whose address is: 703 West 7th South, Rexburg, ID 83440

the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: March 20, 2006

Foster Land & Cattle Co.

BY:

Brad Foster
Brad Foster, General Partner

BY:

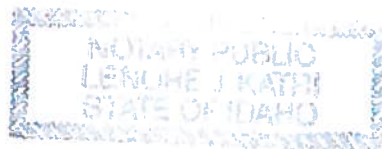
Boyd Foster
Boyd Foster, General Partner

STATE OF IDAHO)
)ss
COUNTY OF Bonneville)

On this 30th day of March, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Brad Foster and Boyd Foster, as General Partners of Foster Land & Cattle Co., an Idaho Limited General Partnership, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same in such capacity.

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

[Signature]
Notary Public for Idaho
Residing at: Idaho Falls, Idaho



Residing at Idaho Falls, Idaho
My Commission Expires: 01/30/09

FILED BY
3/31/06 4:43

EXHIBIT "A"

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

Section 17: SW1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

That certain property conveyed to Jefferson County at Quitclaim Deed recorded as Instrument No. 181875, for roadway purposes.