

JAN 04 2013

Department of Water Resources
Eastern RegionSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
25-14335 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Brockman Ranch, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Foster Land and Cattle
Name of each new owner as listed on the conveyance document

New owner Continued Name Connector ☐ and ☐ or ☐ and/or

PO Box 40
Mailing Address

Ririe ID 83443
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. May 21, 2012

6. 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.

7. Signature: *Juliett Mauchant* *Attorney* *11/3/2013*
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 *JB* Date *1/7/2013* Receipt No. *E038298* Receipt Amt. *\$25. -*
 Approved by *JB* Processed by *JB* Date *1/11/2013*

RECORDED ELECTRONICALLY
NUMBER: 1417774
BONNEVILLE COUNTY
DATE: 05/29/2012 TIME: 11:19 am
SIMPLIFILE.COM 1-800-460-5657

Instrument # **638562**
BINGHAM COUNTY
5-23-2012 10:02:04 No. of Pages: 3
Recorded for : 48520 HOLDEN, KIDWELL, HAHN
SARA J. STAUB Fee: 16.00
Ex-Officio Recorder Deputy CJR

WARRANTY DEED

THIS INDENTURE is made this 21 day of May, 2012, by Brockman Ranch, LLC, an Idaho limited liability company (the "Grantor"), and Foster Land and Cattle, an Idaho general partnership whose mailing address is P.O. Box 40, Ririe, Idaho 83443 (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, 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 Bingham County, Idaho, to-wit (the "Property"):

See Attached Exhibit "A"

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 that would be disclosed by an accurate survey or inspection of the Property.

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

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

[Signature Page Follows]

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

Brockman Ranch, LLC

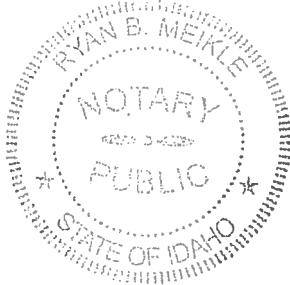
By: 
David Chapple, Manager

STATE OF IDAHO)
)ss.
County of Bonneville)

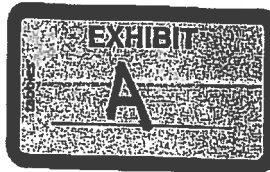
On this 21 day of May, 2012, before me the undersigned, a Notary Public, in and for said State, personally appeared David Chapple known or identified to me to be the manager or a member of Brockman Ranch, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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: 12-21-2015



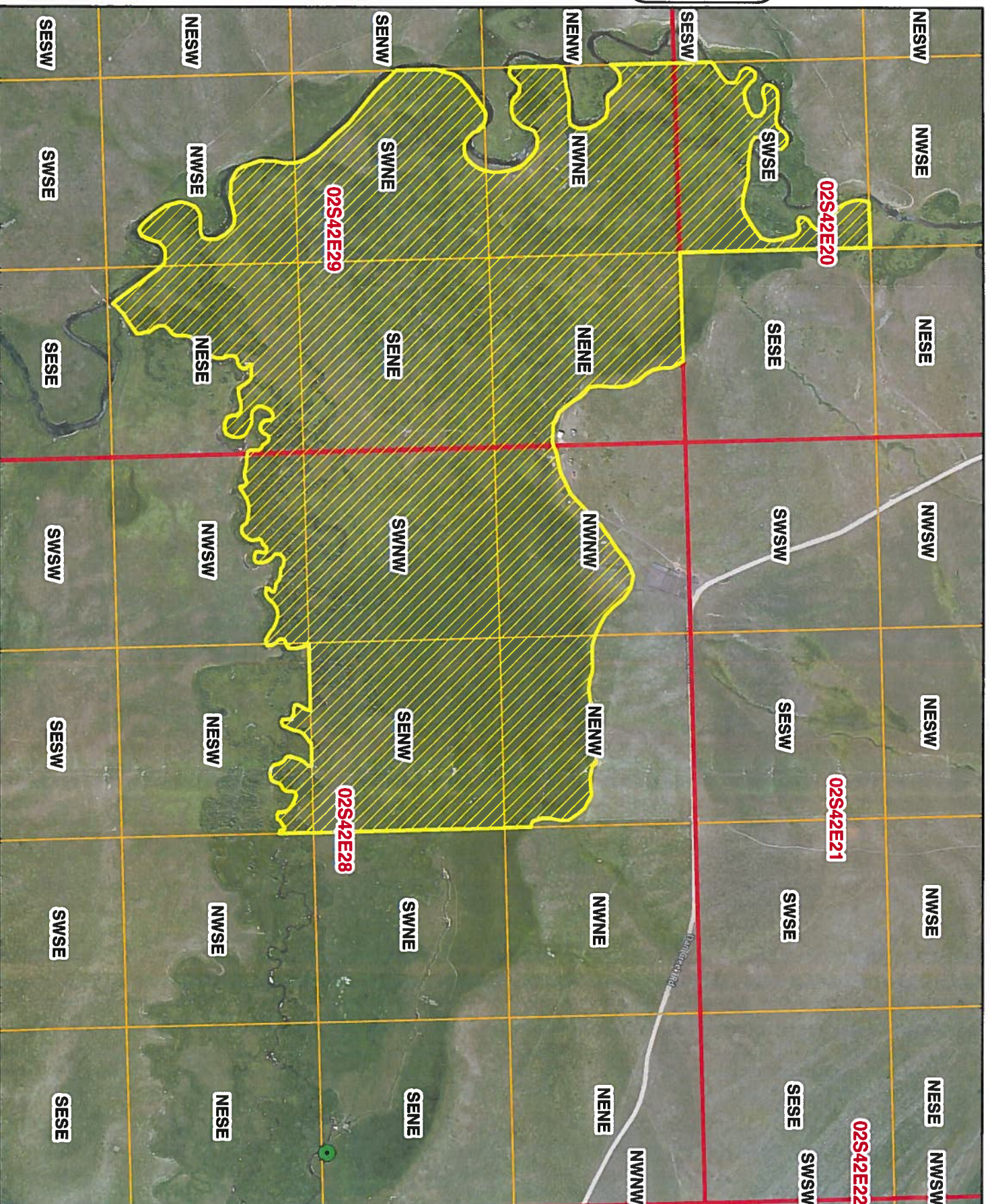
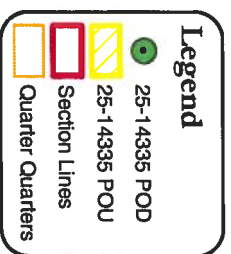
LEGAL DESCRIPTION

Township 2 South, Range 41, East, Boise Meridian, Bingham County, Idaho:

- Section 21: Northeast Quarter Northeast Quarter, East Half Southeast Quarter;
- Section 22: North Half, South Half Southwest Quarter, North Half Southeast Quarter;
- Section 23: South Half;
- Section 24: Southwest Quarter, West Half Southeast Quarter;
- Section 25: Northwest Quarter, East Half Southwest Quarter, West Half East Half, Lots 1, 2, 3, and 4;
- Section 26: South Half Northeast Quarter, Southwest Quarter Southeast Quarter, Southwest Quarter Northwest Quarter, Southwest Quarter;
- Section 27: Northeast Quarter, Northeast Quarter Northwest Quarter, South Half Northwest Quarter;
- Section 28: Northeast Quarter Northeast Quarter;
- Section 34: East Half Northeast Quarter, Northeast Quarter Southeast Quarter;
- Section 35: Northeast Quarter, West Half, Northwest Quarter Southeast Quarter.

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

- Section 19: Lot 2; Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$); North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$); Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$)
- Section 20: Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$); South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$); Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$); Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$)
- Section 21: Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$)
- Section 28: Northwest Quarter ($NW\frac{1}{4}$); North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$); Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$)
- Section 29: East Half ($E\frac{1}{2}$); North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$); Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$); Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$)
- Section 30: Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$)
- Section 31: Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$)
- Section 32: Northeast Quarter ($NE\frac{1}{4}$)
- Section 33: West Half of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$)



Prepared by:
Luke H. Marchant
1/3/2013