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STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

- Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

PD

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
22-13276					

RECEIVED

MAY 11 2009

Department of Water Resources
Eastern Region

- The following **REQUIRED** information must be submitted with this form:
 - The appropriate **FILING FEE**. See instructions for fee amounts.
 - A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

 - If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- Name and Address of Former Owner/Claimant(s)

DAVID M. & LISA TOOKER
1716 CANYON PARK DR.
OVIDO, FL 32765

- New Owner/Claimant(s)

THE DAVID M. & LISA I TOOK TRUST
Name Connector (Check one): [] and, [] or, [] and/or
DATED 04/14/2009

New Mailing Address

1716 CANYON PARK DR.

City, State and ZIP Code

OVIDO, FL 32765

New Telephone Number

(407) 366-4197 Email:

5. Date you acquired the property

04/14/2009

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

W.D. Goode

(title if applicable)

Lisa P. Tooke

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by BK
 Received by BK
 Processed by AJ

Date 5/14/09
 Date 5/14/09
 Date 5/14/09

Receipt Amt. \$25
 Receipt No. FD35023
 WR Date

PREPARED BY AND RETURN TO:
Jerry W. Allender, Esquire
719 Garden Street
Titusville, FL 32796
File No. 09-AB

204225 APR 24 09 AM 11:00

Instrument # 204225

TETON COUNTY, IDAHO

4-24-2009 11:30:00 No. of Pages: 4

Recorded for: ALLENDER

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 12.00

COPY

Galley

**WARRANTY DEED TO TRUSTEE
UNDER REVOCABLE TRUST AGREEMENT**

THIS indenture made this 14 day of April, 2009, between the following named parties:

GRANTOR: DAVID M. TOOKE and LISA I. TOOKE, husband and wife

GRANTOR'S ADDRESS: 1716 Carillon Park Drive, Oviedo, Florida 32765

GRANTEE: DAVID M. TOOKE and LISA I. TOOKE, Trustees of THE DAVID M. and LISA I. TOOKE TRUST, u/a/d April 14, 2009, with full power and authority granted in section, 689.071, Florida Statutes.

GRANTEE'S ADDRESS: 1716 Carillon Park Drive, Oviedo, Florida 32765

WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto Grantee, the following described real estate in the County of Teton, and State of Idaho:

**Township 5 North, Range 44 East, Boise Meridian, Teton County, Idaho.
Section 11: S 1/2 SW 1/4 NW 1/4**

Parcel ID#:

THE PARTIES HERETO ACKNOWLEDGE THAT THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF ANY TITLE SEARCH OR TITLE INFORMATION.

TO HAVE AND TO HOLD the above-described real estate ("Property") in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in THE DAVID M. and LISA I. TOOKE TRUST, u/a dated April 14, 2009, ("Trust Agreement").

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for acting as Trustee under the Trust Agreement referred to above or by virtue of taking title to the Property and the sole liability of the Trustee hereunder shall be limited to the Property which the Trustee holds as Trustee under the Trust Agreement referred to above.

Full power and authority is hereby granted to said Trustee and said Trustee and any Successor Trustee therein shall have any and all powers granted in section, 689.071, Florida Statutes, to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said Property or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to resubdivide said Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge, or otherwise encumber said Property, or any part thereof, to lease said Property, to any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said Property, or any part thereof, for other real or personal property, to submit said Property to condominium, to grant easement of charges of any kind, to release, convey, or assign any right, title or interest in or about of easement appurtenant to said premises or any part thereof in all other ways, and for such other consideration as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said Property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

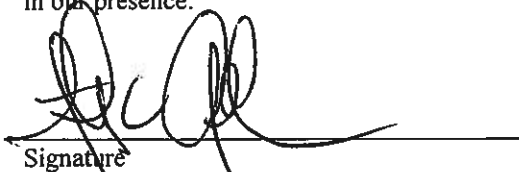
In no case shall any party dealing with the Trustee in relation to the property or to whom the Property or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the Property or be obliged to see that the terms of this Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement of the identification of status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, authorities, duties and obligations of the predecessor.

In the event of the death of the Trustee, the successor trustee under the trust agreement referred to above shall be **Stephen V. Pedone**, or successor, and upon a recording in the public records of **Teton County, Idaho**, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

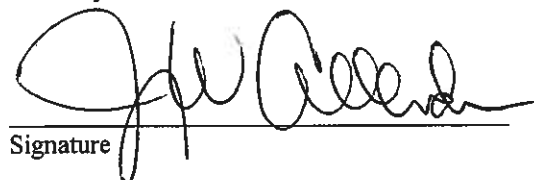
And the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property and will defend the same against the lawful claims of all persons whomsoever; subject to taxes for the year 2009 and subsequent years. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has signed this deed this 14 day of April, 2009.

Signed, sealed and witnessed
in our presence:

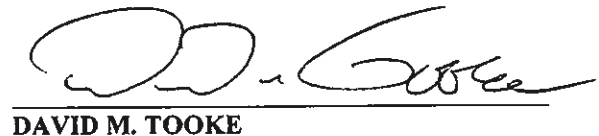

Signature

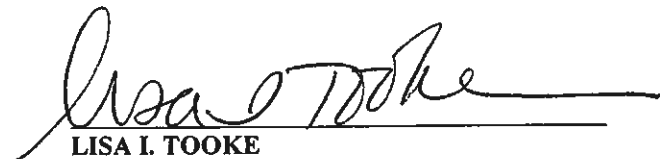
Steven C. Allender
Name Legibly Printed, Typewritten
or Stamped


Signature

Jerry W. Allender
Name Legibly Printed, Typewritten
or Stamped

"GRANTOR"


DAVID M. TOOKE

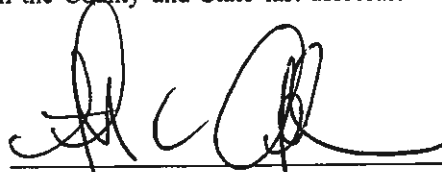

LISA I. TOOKE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I certify that on this date before me, the undersigned, an officer duly authorized in the State and County named above to take acknowledgments, personally appeared **DAVID M. TOOKE and LISA I. TOOKE, husband and wife**, known to me to be the persons described in and who signed the foregoing instrument, and they acknowledged under oath before me that they signed the same, and they produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of April, 2009.



Signature

Steven C. Allender

Name Legible Printed, Typewritten or Stamped

NOTARY PUBLIC
STATE OF FLORIDA

(SEAL)

My Commission Expires:

