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RECEIVED
JUL 02 2009
Department of Water Resources
Eastern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. 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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
35-13844	35-13950 ✓	✓	35-13401	35-13936 ✓	✓
35-7335B	35-13962 ✓	✓			
35-7628	35-13942 ✓	✓			
35-13405	35-13938	✓			
35-13399	35-13934 ✓	✓			
35-13407	35-13940 ✓	✓			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights(s) or claims(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. 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 your water rights(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county.)
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 **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**.

3. Name and Address of Former Owner/Claimant Foster Land & Cattle Co.
PO Box 626, Ririe, ID 83443
4. New Owner/Claimant(s) Foster Company
Name connector (check one): [] and [] or, [] and/or
New Mailing Address PO Box 626
City, State and ZIP Code Ririe, ID 83443
New Telephone Number 208.538.5170 Email: vistavalleyag@gmail.com
5. Date you acquired the property Mar. 17, 2009

SUPPORT DATA
IN FILE # 35-7335B

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock,
Water right and/or Adjudication Claim Number <u>35-13844</u>		
Irrigation	0.83	41.42
Stock		
Domestic		
Other		
Totals		
Water right and/or Adjudication Claim Number <u>35-7335B</u>		
Irrigation	0.61	47.60
Stock		
Domestic		
Other		
Totals		
Water right and/or Adjudication Claim Number <u>35-7628</u>		
Irrigation	0.99	49.45
Stock		
Domestic		
Other		
Totals		
Water right and/or Adjudication Claim Number <u>35-13405</u>		
Irrigation	7.67	383.89
Stock		
Domestic		
Other		
Totals		

Water right and/or Adjudication Claim Number <u>35-13399</u>		
Irrigation	7.67	383.89
Stock		
Domestic		
Other		
Totals		
Water right and/or Adjudication Claim Number <u>35-13407</u>		
Irrigation	3.83	191.64
Stock		
Domestic		
Other		
Totals		
Water right and/or Adjudication Claim Number <u>35-13401</u>		
Irrigation	7.57	378.95
Stock		
Domestic		
Other		
Totals		
COMBINED		
Irrigation	9.27	1188 acres
Stock		
Domestic		
Other		
Totals		

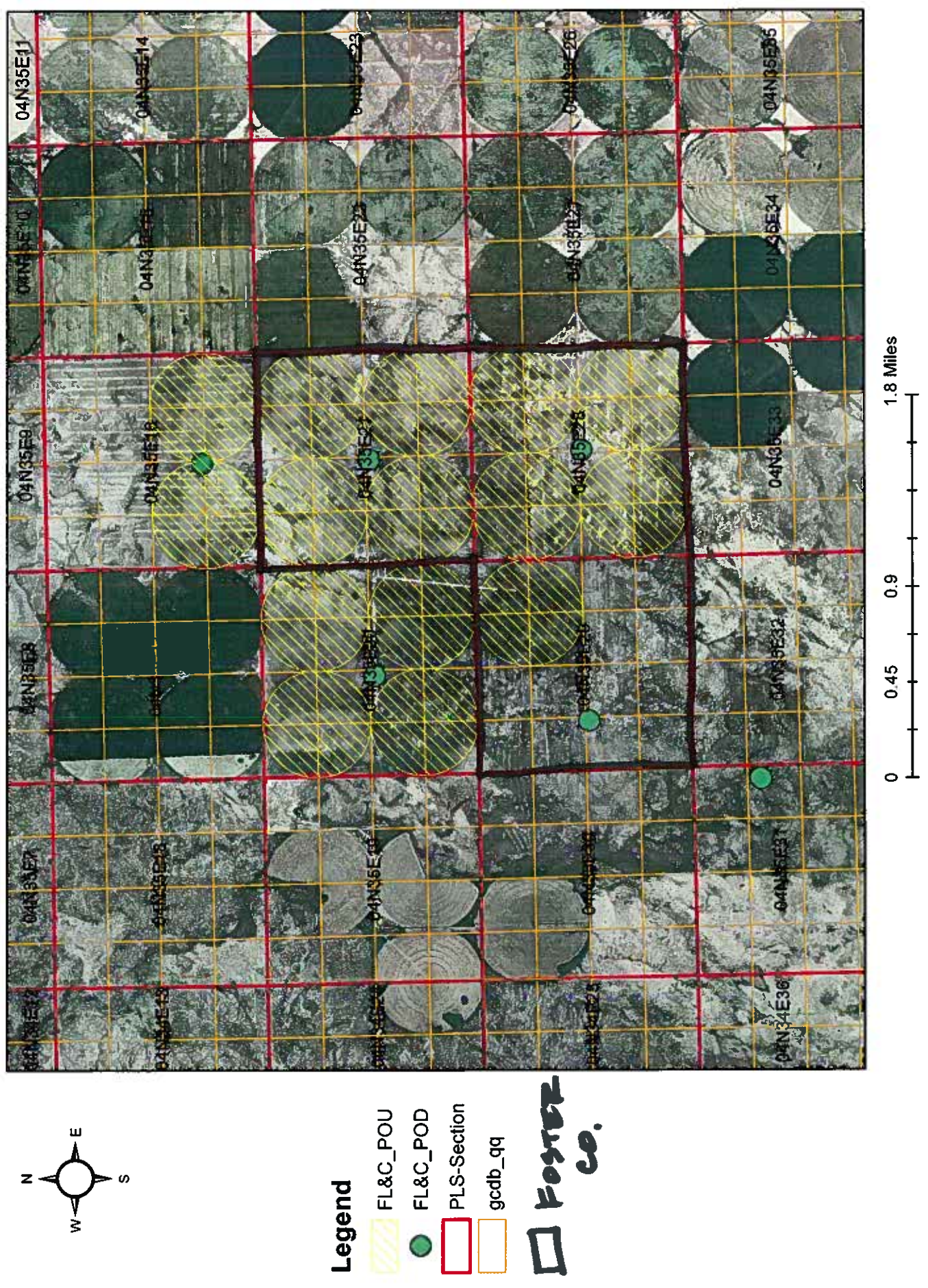
For Snake River Basin Adjudication Claims: Please attached a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

7. Signature of New Owner(s) Or Claimant(s) Ed Foster
(include title if applicable) Gaurin Foster

For IDWR Office Use Only

Received by _____ Date 7/6/09 Fee _____
 Receipted by _____ Date _____ Receipt No. E035181
 Processed by _____ Date _____ WR _____ Date _____

FOSTER LAND AND CATTLE AND FOSTER OWNERSHIP CHANGE



Instrument # 374958

RIGBY, JEFFERSON, IDAHO

3-17-2009 11:34:00 No. of Pages: 3

Recorded for : HOLDEN, KIDWELL, HAHN & CRAPO

CHRISTINE BOULTER

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: DEED, CORRECTION

CORRECTION WARRANTY DEED

THIS INDENTURE is made this 12 day of March, 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. This deed is recorded to correct the legal description in Instrument No. 374367.

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 Jefferson, State of Idaho, to-wit:

Township 4 North, Range 35 East, Boise Meridian:

Section 21: All of Section 21

Section 28: All of Section 28, EXCEPTING therefrom the following:
Beginning at a point 2620 feet North of the Southeast corner of said Section 28, thence North 500 feet, thence West 261 feet, thence South 500 feet, thence East 261 feet to the point of beginning.

Section 29: All of Section 29

Section 30: NE1/4 and the SE1/4

Section 31: NE1/4 and the SE1/4

Section 32: NW1/4

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

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

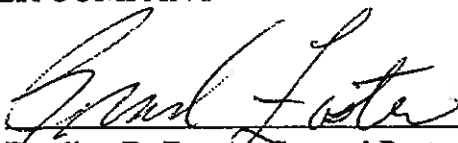
TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the

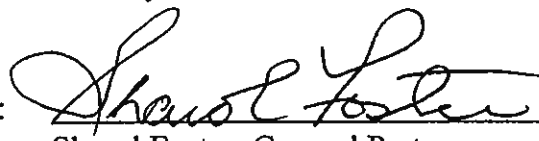
Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

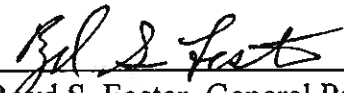
In construing this Warranty Deed and where the context so requires, the singular includes the plural.

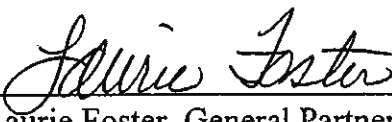
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

FOSTER COMPANY

By: 
Bradley D. Foster, General Partner

By: 
Sharol Foster, General Partner

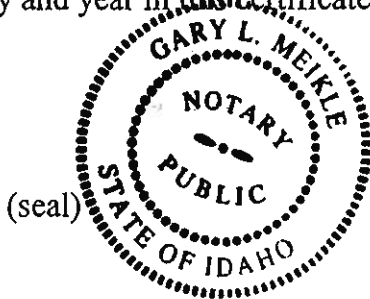
By: 
Boyd S. Foster, General Partner

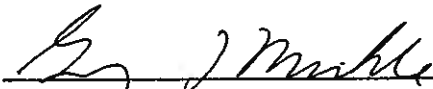
By: 
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 12 day of March, 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.



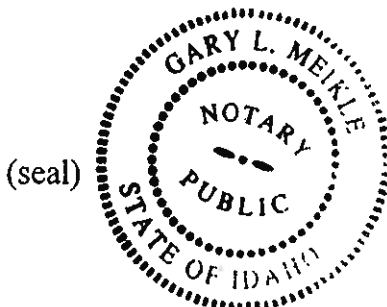


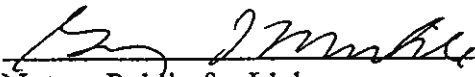
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 12 day of March, 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: 12/15/09

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WARRANTY DEED

THIS INDENTURE is made this 27 day of January, 1999, by Foster I and & Cattle Company, an Idaho general partnership, whose partners are Bradley D. Foster, Boyd S. Foster and Melba Pettingill, the Grantor, and Foster Company, whose partners are Bradley D. Foster and Boyd S. Foster, the Grantee, whose mailing address is Post Office Box 308, Rigby, Idaho 83442.

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 Jefferson, State of Idaho, to-wit:

Township 4 North, Range 35 East, Boise Meridian

Section 20: All of Section 20.

Section 21: All of Section 21.

Section 29: All of Section 29.

Section 30: NE 1/4 and the SE 1/4.

Section 31: NE 1/4 and the SE 1/4.

Section 32: NW 1/4.

295501

11th February 1999 A.M.

9:20 P.M.

Hobbs, Kitchell, Hobbs & Co.

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 thereto 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 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 successors, 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 & Cattle Company

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

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

By: Melba Pettingill
Melba Pettingill, Partner

STATE OF IDAHO

County of Jefferson

On the 15 day of January, 1999, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster, known or identified to me to be one of the partners in the partnership of Foster Land & Cattle Company and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he 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
My Commission Expires: 8-1-2001

WARRANTY DEED

STATE OF IDAHO)

)ss.

County of Bonneville)

On the 2 day of January, 1999, before me the undersigned, a notary public in and for said State, personally appeared Boyd S. Foster, known or identified to me to be one of the partners in the partnership of Foster Land & Cattle Company and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he 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.



Kathryn J. [Signature]
Notary Public for Idaho

Residing at Idaho Falls, Idaho

My Commission Expires: 8-7-2001

STATE OF IDAHO)

)ss.

County of Bonneville)

On the 15th day of January, 1999, before me the undersigned, a notary public in and for said State, personally appeared Melba Peutingill, known or identified to me to be one of the partners in the partnership of Foster Land & Cattle Company and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she 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)

Kathryn J. [Signature]
Notary Public for Idaho

Residing at Idaho Falls, Idaho

My Commission Expires: 8-7-2001

U. S. DEPARTMENT OF COMMERCE

WARRANTY DEED

**QUITCLAIM DEED
FOR
WATER RIGHTS**

THIS INDENTURE is made this 16 day of June, 2009, between Foster Company, a new Idaho general partnership, whose general partners are Boyd S. Foster and Laurie Foster, referred to herein as the "GRANTOR" and Foster Land and Cattle, a new Idaho general partnership, whose general partners are Bradley D. Foster and Sharol Foster, whose mailing address is PO Box 40, Ririe, ID 83443, the referred to as the "GRANTEE",

WITNESSETH, that the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to GRANTOR, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM unto the GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described water rights or portions thereof in the County of Jefferson, State of Idaho, to-wit:

Water Right No. 35-13403

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and any reversions, remainders, or rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said water rights unto the GRANTEE, and to GRANTEE's successors and assigns forever.

In construing this Quitclaim 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.

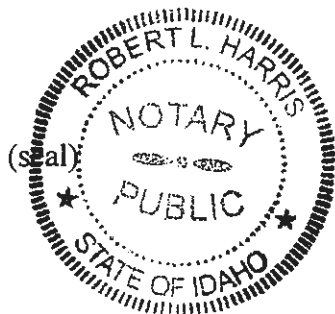
Foster Company

Boyd S. Foster
Boyd S. Foster

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 16th day of June, 2009, before me a notary public in and for said State, personally appeared Boyd S. Foster known or identified to me (or proved to me on the oath of Boyd S. Foster) to be one of the partners in the partnership of Foster Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he 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.



Robert L. Harris
Notary Public for Idaho
Residing at: Ammon, ID
My commission expires: 4/18/2010

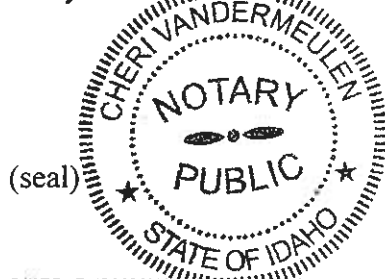
Foster Company

Laurie Foster
Laurie Foster

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 18th day of June, 2009, before me a notary public in and for said State, personally appeared Lauri Foster known or identified to me (or proved to me on the oath of Laurie Foster) to be one of the partners in the partnership of Foster Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he 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.



Cheri Vandermeulen
Notary Public for Idaho
Residing at: Idaho Falls, ID
My commission expires: July 7, 2015

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FINAL WATER RIGHTS AFTER .94 CFS ADJUSTMENT

Water Right	Rate (cfs)	Boyd's Share (60%)	Brad's Share (40%)	Total Acres	Boyd's Acres	Brad's Acres
35-13844	1.34	0.80	0.54	67	40.2	26.8
35-7335B	0.98	0.59	0.24	77	46.2	30.8
35-7628	1.60	0.96	0.38	80	48.0	32.0
35-13405	12.41	7.45	2.98	621	372.6	248.4
35-13399	12.41	7.45	2.98	621	372.6	248.4
35-13407	6.20	3.72	1.49	310	186.0	124.0
35-13401	12.25	7.35	2.94	613	367.8	245.2
35-13403	1.55	0*	1.55*	77	0.0	77.0
Total	48.74	28.31	11.54	2466.0	1433.4	1032.6
IDWR Limitation	17.01	9.27	7.74	1980	1188.0	792.0

* This denotes the shift of .93 cfs (conveyance of Water Right No. 35-13403) from Boyd to Brad.

6.80
94

7.06
7.74

7.06