

DE ✓

125 =
Total for all
\$200.00
2 Assignment
of Permits
2 sep. o/c
forms

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.

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
WR 25-57A	OK				
WR 25-59	OK				
WR 25-136B	OK				
WR 25-137B	OK				
WR 25-57B	per MH change the o/c				
On making the pou fix.			Adj will work		

SUPPORT DATA
IN FILE # 25-57A

RECEIVED
JUN 15 2009

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

Department of Water Resources
Eastern Region

- 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 right(s) or claim(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 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**
- D. 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**.

3. Name and Address of Former Owner/Claimant(s)

FOSTER COMPANY

4. New Owner/Claimant(s)

FOSTER LAND + CATTLE

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

PO Box 40

City, State and ZIP Code

RIRIE, ID 83443

New Telephone Number

(208) 538-5172

Email: jeremy@fosterlac.com

5. Date you acquired the property _____
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) _____

Foster Land + Cattle
By *BRAD FOSTER* (title if applicable)
(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 BMK
 Receipted by _____
 Processed by _____ AJ

Date 6/15/09
 Date _____
 Date _____

Receipt Amt. \$125
 Receipt No. E 035124
 WR _____ Date _____

Instrument # 1324895
IDAHO FALLS, BONNEVILLE, IDAHO
2-26-2009 03:56:17 No. of Pages: 4
Recorded for : HOLDEN KIDWELL
WARRANTY DEED RONALD LONGMORE Fee: 12.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

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 Land and Cattle, a new Idaho general partnership, whose general partners are Bradley D. Foster and Sharol Foster, the "Grantee", whose mailing address is P. O. Box 40, 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.

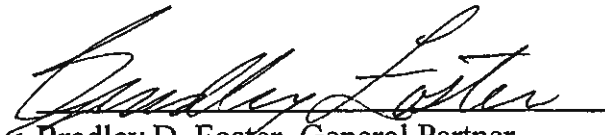
TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor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

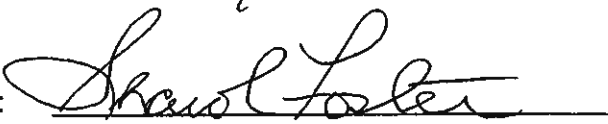
In construing this Warranty Deed and where the context so requires, the singular includes the plural.

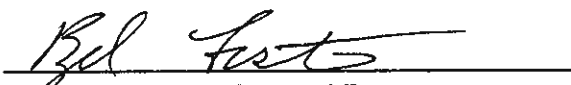
COPY

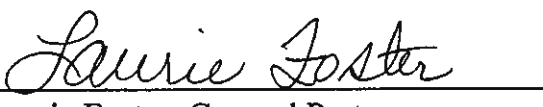
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

FOSTER LAND AND CATTLE CO.

By: 
Bradley D. Foster, General Partner

By: 
Sharol Foster, General Partner

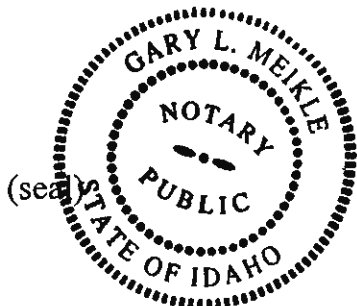
By: 
Boyd S. Foster, General Partner

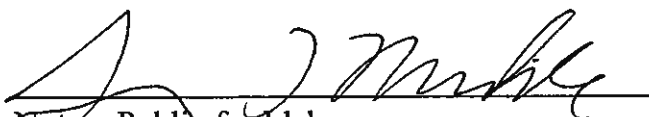
By: 
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 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.

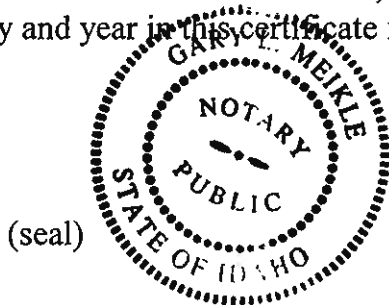


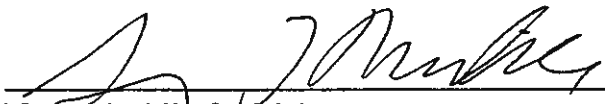

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

STATE OF IDAHO)
)ss.
County of Bonneville)

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 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

G:\WPDATA\GLM\5288-007\deeds\North Slope\FLC to FLC.bonneville.wpd.

EXHIBIT "A"

TRACT I:

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

Section 21:

NW1/4; N1/2 SW1/4.

Section 27:

W1/2 SW1/4; SW1/4 NW1/4 and E1/2 SW1/4.

EXCEPTING THEREFROM: That certain tract of land previously conveyed by State of Idaho Deed #10437, said tract lying Easterly of the following described line: "Commencing at a point on the Mercator Idaho Grid System East Zone, the Y Coordinate being North 601,210.00 feet, and the X Coordinate being East 612,905.00 feet (said Coordinate point lying approximately N19°09'E, a distance of 3,175 feet from the Southwest corner of said Section 27); thence S27°03'29"E, to a point on the E-6' line of the West-half of the West-half of said Section 27, and the TRUE POINT OF BEGINNING; thence N27°03'29"W to the point of commencing; thence N10°22'37"E, to a point on the East line of the West-half of the West-half of said Section 27, and the point of terminus of the above described line."

Section 28: S1/2 NE1/4 and SE1/4,

EXCEPTING FROM ALL THE ABOVE: Any highway or county road right of ways.

TRACT II:

The S 1/2 of the SW 1/4 of Section 21, Township 3 North, Range 40, E.B.M.

SUBJECT TO:

1. Accruing general taxes for the year 1991 and all subsequent years.
2. All existing easements or claims of easements and rights-of-way or claims of rights-of-way either of record or appearing on the land which affect the described property.
3. All patent reservations, 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 property.

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

EXHIBIT "A"

PARCEL I:

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

Section 20: The NE1/4 and the SE1/4

Section 29: The NE1/4 and the SE1/4

PARCEL II (Instrument No. #915593):

TRACT 1 (The Brown Tract):

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

Section 32: E 1/2 SW 1/4, SE 1/4

Section 33: NW 1/4 NE 1/4, E 1/2 E 1/2, SW 1/4 NE 1/4

Section 34: Beginning at a point that is North along the Section line 400 feet from the Southeast corner of Section 33, Township 3 North, Range 40, E.B.M.; said point also being the Southwest corner of Section 34, Township 3 North, Range 40, E.B.M.; running thence North 57°47'31" East 1100 feet; thence North 80°30' East 446.670 feet; thence North 300.00 feet; thence West 700.282 feet; thence North 49°30' West 649.170 feet; thence North 1395.004 feet; thence N 31°45' East 850.68 feet; thence West 625.00 feet; thence South 3500.00 feet to the Point of Beginning.

Also:

NW 1/4 NW 1/4, but excepting therefrom the following described tract, to-wit:

All that portion of the NW 1/4 of the NW 1/4 of Sec. 34, Township 3 North, Range 40, E.B.M., Bonneville County, Idaho, lying easterly of a line described as follows:

Commencing at a point on the Mercator Idaho Grid System, East Zone, the "Y" coordinate being North 688,210.00 feet, and the "X" coordinate being East 613,185.00 feet (said coordinate points lying approximately North 89°22' East a distance of 1,320 feet from the NW corner of said Section 34); thence North 65°57'34" East, a distance of 300 feet and the true point of beginning; thence South 65°57'34" West, a distance of 300 feet; thence South 09°27'44" West, a distance of 1,246.97 feet; thence South 03°07'20" West, a distance of 300 feet and the point of terminus of the above described line.

TRACT 2 (The Josie Brown Tract):

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

Section 33: SW 1/4; W 1/2 SE 1/4

Township 2 North Range 40, E.B.M.

Section 4: Lots 2, 3, and 4

TRACT 3 (The Johnson Tract):

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

Section 28: The West 1/2

Section 32: The NE 1/4

Section 33: The NW 1/4

PARCEL III:

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

Section 16: $W\frac{1}{2} SW\frac{1}{4}$

$SE\frac{1}{4} SW\frac{1}{4}$

$W\frac{1}{2} SW\frac{1}{4} SE\frac{1}{4}$

Section 21: $N\frac{1}{2} NE\frac{1}{4}$ less the following three tracts:

- i) $N\frac{1}{2} NE\frac{1}{4} NE\frac{1}{4}$;
- ii) $SE\frac{1}{4} NE\frac{1}{4} NE\frac{1}{4}$; and
- iii) North Quarter Corner of Section 21, Township 3 North, Range 40 East of the Boise Meridian and running thence East 300.00 feet along the Section line; thence South 600 feet; thence West 300 feet; thence North 600 feet to the point of beginning.

~~$SW\frac{1}{4} NE\frac{1}{4}$~~

$SE\frac{1}{4} NE\frac{1}{4}$ less the $NE\frac{1}{4} SE\frac{1}{4} NE\frac{1}{4}$

~~$SE\frac{1}{4}$~~

Section 27: $NW\frac{1}{4} NW\frac{1}{4}$

Section 28: $N\frac{1}{2} NE\frac{1}{4}$

LESS AND EXCEPTING THEREFROM: All state highway or county road rights-of-way.

SUBJECT TO:

1. 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.
2. State of Idaho Department of Lands Oil and Gas leases, and any and all other oil and gas leases and assignments thereof, if any, of record or affecting the described property.
3. Reservations and mineral and road rights-of-way as described in any and all deeds executed by the State of Idaho and affecting the described property.

PARCEL IV (Instrument #847762):

All of the Southwest Quarter Northwest Quarter, West Half Southwest Quarter, and the Southeast Quarter Southwest Quarter of Section 22, Township 3 North, Range 40, East Boise Meridian, Bonneville County, Idaho, less the following described property:

All of the Southwest Quarter of the Northwest Quarter, and all that portion of the West half of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 22, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, lying easterly of the following described line:

Beginning at a point on the Mercator Idaho Grid System East Zone, the y coordinate being North 696,500.00 feet, and the x coordinate being East 612,625.00 feet (said coordinate point lying approximately North 13° 2' East, a distance of 3,060 feet from the Southwest corner of said Section 22);

thence South 12° 05' 01" East, a distance of 1,815.22 feet;

thence South 51° 42' 35" East, a distance of 605.19 feet;

thence South 10° 22' 37" West, to a point on the south line of said Section 22, and the point of terminus of the above described line.

PARCEL V:

All of the Southwest Quarter Northwest Quarter, West Half Southwest Quarter, and the Southeast Quarter Southwest Quarter of Section 22, Township 3 North, Range 40, East Boise Meridian, Bonneville County, Idaho, less the following described property:

All of the Southwest Quarter of the Northwest Quarter, and all that portion of the West half of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 22, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, lying easterly of the following described line:

Beginning at a point on the Mercator Idaho Grid System East Zone, the Y coordinate being North 696,500.00 feet, and the X coordinate being East 612,625.00 feet (said coordinate point lying approximately North 13°52' East, a distance of 3,060 feet from the Southwest corner of said Section 22);

thence South 12°05'01" East, a distance of 1,815.22 feet;

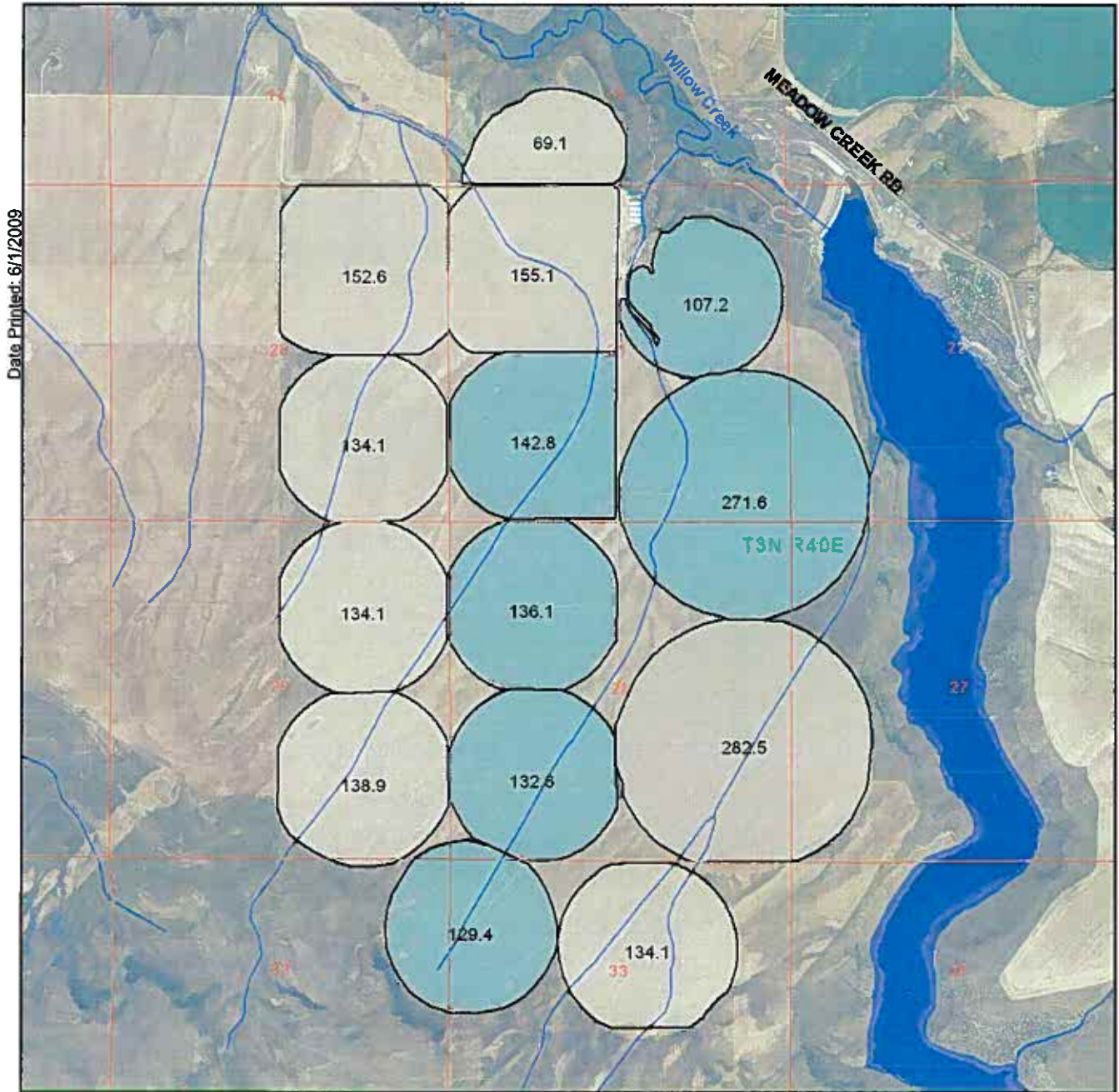
thence South 51°42'35" East, a distance of 605.19 feet;

thence South 10°22'37" West, to a point on the South line of said Section 22, and the point of terminus of the above described line.

NORTH SLOPE

FOSTER LAND \$ CATTLE
2009

BONNEVILLE, ID
T3N R40E SECTION 16, 20, 21, 28, 29, 33



Acres

PROVIDED COURTESY OF:



UNINSURED 2120 2

NWFCS INSURANCE AGENCY IDAHO FALLS

2225 W BROADWAY STE A
IDAHO FALLS, ID 83402
208-552-2303



Standing Strong in Crop Insurance™

Instrument # 1324898
IDAHO FALLS, BONNEVILLE, IDAHO
2-26-2009 04:10:29 No. of Pages: 7
WARRANTY DEED Recorded for : HOLDEN KIDWELL
RONALD LONGMORE Fee: 21.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

THIS INDENTURE is made this 19 day of February, 2009, by 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 Land and Cattle, a new Idaho general partnership, whose general partners are Bradley D. Foster and Sharol Foster, the "Grantee", whose mailing address is P. O. Box 40, 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

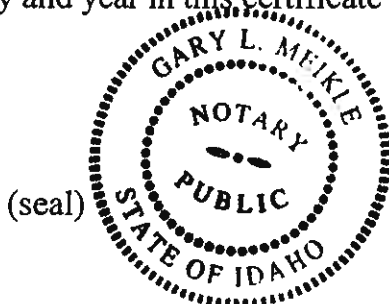
By: Boyd Foster
Boyd S. Foster, General Partner

By: Laurie Foster
Laurie Foster, General Partner

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.



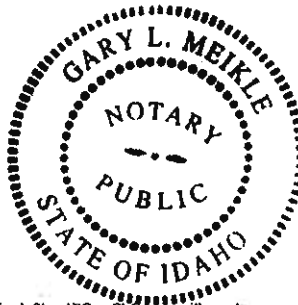
Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

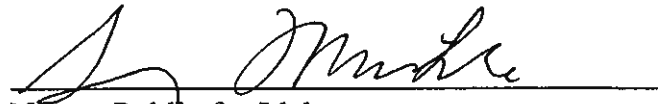
STATE OF IDAHO)
)ss.
County of Bonneville)

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)




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

G:\WPDATA\GLM\5288-007\deeds\North Slope\FC to FLC Bonneville.wpd