

Egbert/Wathins Farm - Jefferson

Form 42-248/42-1409(6) 10/07

DEV

RECEIVED

JUN 26 2009

Department of Water Resources
Eastern Region

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 35-2732 OK					
WR 35-2451D OK					
WR 35-13707 OK					

SUPPORT DATA

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 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.

IN FILE # 35-2451D

3. Name and Address of Former Owner/Claimant(s)	Dane Wathins, PO Box 50781, IF, ID, 83405
	Betty K. Phillips, 158 Harvard Ave, Rexburg, ID, 83441
	The Foster Company Foster Land & Cattle, PO Box 308, R. 367, ID, 83441
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: vista.valley.ag@gmail.com

2-23-2009

5. Date you acquired the property ~~2-23-2009~~

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) *Bd Felt*

(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 *BMM*Received by *BMM*Processed by AJDate 6/26/09Date 6/26/09Date Receipt Amt. \$350Receipt No. 2035162WR Date

\$75.00

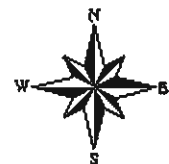
FARM NO: 4161
TRACT NO: 3777

35-2172
-245D
-13707



Prepared by FSA

Date: 5-8-2009 NOT TO SCALE



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

FARM NO: 4161
TRACT NO: 3778



Prepared by FSA

Date: 5-5-2009 NOT TO SCALE



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

WARRANTY DEED

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, and 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.

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:

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.

Instrument # 374371

RIGBY, JEFFERSON, IDAHO

2-23-2009 01:11:00 No. of Pages: 5

Recorded for : HOLDEN KIDWELL HAHN & CRAPO

CHRISTINE BOULTER

Fee: 15.00

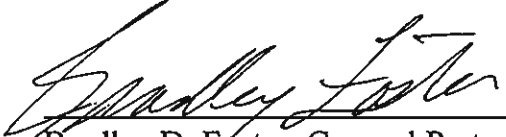
Ex-Officio Recorder Deputy

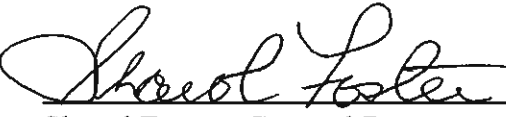
Index to: WARRANTY DEED

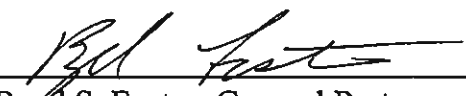
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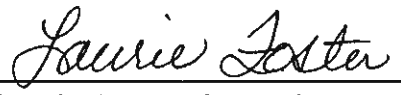
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

FOSTER LAND AND CATTLE CO.

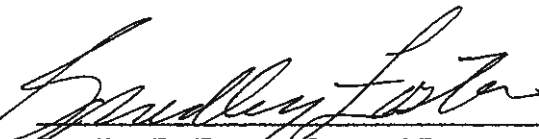
By: 
Bradley D. Foster, General Partner

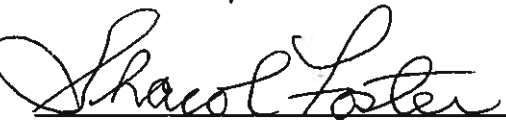
By: 
Sharol Foster, General Partner

By: 
Boyd S. Foster, General Partner

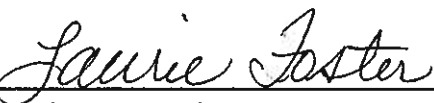
By: 
Laurie Foster, General Partner

FOSTER COMPANY

By: 
Bradley D. Foster, General Partner

By: 
Sharol Foster, General Partner

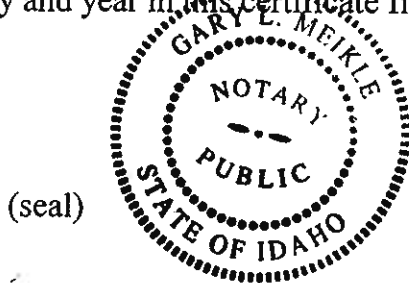
By: 
Boyd S. Foster, General Partner

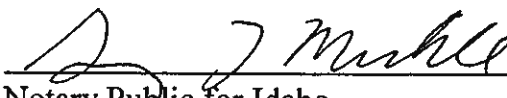
By: 
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 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.

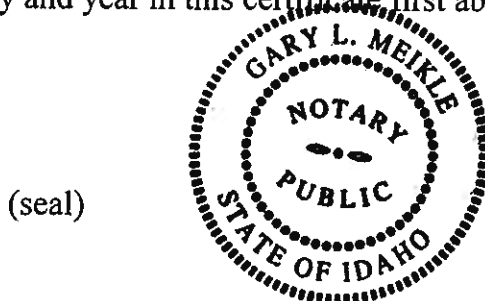


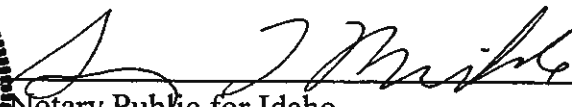

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 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: 12/15/09

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 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.

(seal)



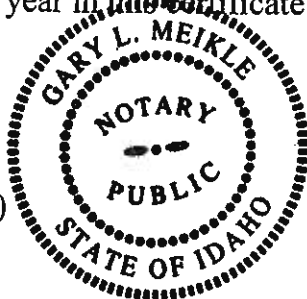
Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 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)



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

EXHIBIT "A"

TRACT 1:

TOWNSHIP 4 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM: THAT PORTION CONVEYED TO
JEFFERSON COUNTY BY QUITCLAIM DEED RECORDED DECEMBER 15, 1965, IN
BOOK
181 OF DEEDS, PAGE 97.

TRACT 2:

TOWNSHIP 4 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 29: SE $\frac{1}{4}$; E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT THE EAST 30 FEET FOR
COUNTY ROAD.

AMT 20-41196

CORRECTION

WARRANTY DEED

349016

RICHARD A. EGBERT, LIMITED PARTNERSHIP, KATHLEEN McGARRY, PERSONAL REPRESENTATIVE OF THE ESTATE OF BETTY PHILLIPS AND BETTY K. PHILLIPS FARMS, INC. AKA BETTY K. PHILLIPS, INC. AKA BETTY K. PHILLIPS, INC., as GRANTOR,

for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto
FOSTER LAND & CATTLE CO., an Idaho General Partnership and THE FOSTER COMPANY, an Idaho General Partnership, as GRANTEE,

whose address is P.O BOX 308, Rigby ID 83442 and Grantee's successors and assigns, all of the following described real property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

Grantor, for himself and his successors and assigns, does hereby warrant and agree to forever defend the Grantee, and Grantee's successors and assigns, in the quiet and peaceful possession of said premises against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

The true consideration for this conveyance is pursuant to an IRC tax deferred exchange on behalf of the Grantee.

This Correction Warranty Deed is recorded to correct Warranty Deed recorded as Instrument No. 338587 on April 7, 2005 at 10:27 a.m., records of Jefferson County, Idaho.

Dated: _____

Richard A. Egbert Limited Partnership

By: _____

Kathleen McGarry PR

Kathleen McGarry, Personal Representative of the Estate of
Betty Phillips

Betty K. Phillips Farms, Inc. aka Betty K. Phillips, Inc.

By: _____

Kathleen McGarry
Its Authorized Agent

Instrument # 349016

RIGBY, JEFFERSON, IDAHO

2006-05-30

01:44:00 No. of Pages: 3

Recorded for : AMERITITLE

CHRISTINE BOULTER

Ex-Officio Recorder Deputy

Index to: DEED, CORRECTION

Fee: 9.00

5/30/06

1:44

STATE OF IDAHO

COUNTY OF

Bonneville

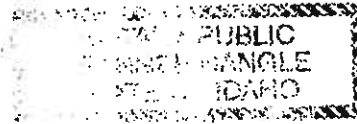
) ss

On 5/30/06, before me, the undersigned, personally appeared Brad R. Egbert

known or identified to me to be (one of) the partners in the partnership and the (or one of) partner(s) who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/they executed the same in said partnership name.

Jeanne Tangle
Notary Public for the State of Idaho

Commission Expiration Date: 3/15/08



STATE OF IDAHO

COUNTY OF

Bonneville

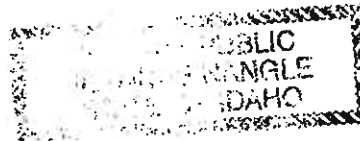
) ss

On 5/30/06, before me, the undersigned, personally appeared Kathleen McGarry

known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Betty Phillips and acknowledged to me that he/she executed the same as the Personal Representative of such Estate.

Jeanne Tangle
Notary Public for the State of Idaho

Commission Expiration Date: 3/15/08



STATE OF IDAHO

COUNTY OF

Bonneville

) ss

On 5/30/06, before me, the undersigned, personally appeared Kathleen McGarry

known or identified to me to be the Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Jeanne Tangle
Notary Public for the State of Idaho

Commission Expiration Date: 3/15/08

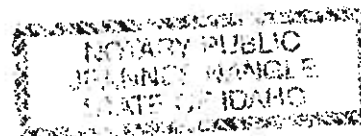


Exhibit "A"

Township 4 North, Range 36 East of the Boise Meridian, County of Jefferson, State of Idaho.

Section 29: W1/2 W1/2

Section 30: E1/2 NE1/4; SE1/4

356609

FIRST AMERICAN TITLE

SPECIAL WARRANTY DEED

For Value Received Exchange 06-3545 LLC, an Idaho Limited Liability Company

Hereinafter called Grantor, hereby grants, bargains, sells and conveys unto Foster Land & Cattle Co., an Idaho general partnership & The Foster Company, an Idaho general partnership Purchaser

whose address is: P.O. Box 308, Rigby, ID 83422

Hereinafter called the Grantee, the following described premises situated in Jefferson County, Idaho, to-wit:

TRACT 1:

TOWNSHIP 4 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM: THAT PORTION CONVEYED TO
JEFFERSON COUNTY BY QUITCLAIM DEED RECORDED DECEMBER 15, 1965, IN BOOK
181 OF DEEDS, PAGE 97.

TRACT 2:

TOWNSHIP 4 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 29: SE $\frac{1}{4}$; E $\frac{1}{4}$ W $\frac{1}{4}$; W $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT THE EAST 30 FEET FOR
COUNTY ROAD.

Grantor does hereby covenant with Grantee, his heirs, successors and assigns, that
Grantor will warrant and defend the said granted premises against the lawful claims and
demands of all persons claiming by, through and under Grantor, but against no other
claims and no other persons, including predecessors in title.

Dated: March 5, 2007

Exchange 06-3545, LLC., an Idaho Limited Liability Company

Exchange Services, Inc., Member

Misty Peterson

By: Misty Peterson

It's: Vice President

Instrument # 356609

RIGBY, JEFFERSON, IDAHO

2007-03-08

09:53:00 No. of Pages: 1

Recorded for: FIRST AMERICAN TITLE CO

CHRISTINE BOULTER

Fee: 3.00

Ex-Office Recorder Deputy

PM

Index to WARRANTY DEED

RECEIVED BY

ASSESSOR

For PLATTING

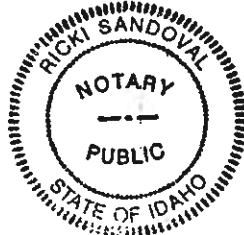
Date 3-9-07 Time 9:43

STATE OF IDAHO

:SS

COUNTY OF Bingham

On this 5th day of March, 2007, before me, the undersigned personally appeared Misty Peterson, known or identified to me to be the Vice President of the corporation who executed the instrument on behalf of said corporation as member of Exchange 06-3545, LLC., an Idaho Limited Liability Company, and acknowledged to me that she executed the same as Vice President of the corporation, as member of Exchange 06-3545, LLC., an Idaho Limited Liability Company.



Ricki Sandoval
Notary Public for Idaho
Residing at Blackfoot
Commission Expires 12/15/2010

PARSONS, SMITH, STONE & FLETCHER
LAWYERS
BURLEY, IDAHO

SPECIAL WARRANTY DEED

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, of 20
Washington Avenue South, Minneapolis, Minnesota, for valuable
consideration paid, grants with limited warranty and covenants
to FOSTER LAND AND CATTLE COMPANY, a partnership, consisting of
BRADLEY DUANE FOSTER, BOYD S. FOSTER, MELBA S. PETTINGILL, of
Box 308, Rigby, Idaho 83442, the real estate located in
Bonneville County, Idaho and Jefferson County, Idaho
particularly described as follows, to-wit:

BONNEVILLE COUNTY:

Township 3 North, Range 35 East, Boise
Meridian.

Section 6: NE¼.

JEFFERSON COUNTY:

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: NE¼ and the SE¼.

Section 31: NE¼ and the SE¼.

Section 32: NW¼.

SUBJECT TO: Accruing taxes, levies and assessments,
Easements and rights of way of record.

The Grantor grants without warranty all right, title
and interest in and to the above real estate as the Grantor
having acquired the same through process from a former loan.

This deed has been executed by the duly authorized

RECEIVED BY

ASSESSOR

For PLATTING

Date 1-26-90 Time 12:35 P.M.

Microfilm No.

255041

25 Day January 19 90

At 417 O'clock P.M.

TAMMAY BETH

Jefferson Co. Recorder

Fee \$ 6.00 56 Deputy

Recorded as Requested

[Signature]

1 officer of Northwestern National Life Insurance Company this 2nd
2 day of January, 1990.

3 NORTHWESTERN NATIONAL LIFE
4 INSURANCE COMPANY

5 BY

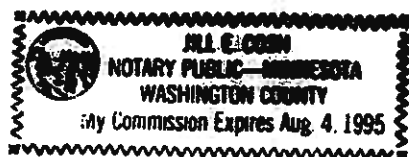
Gary L. Jacobson
GARY L. JACOBSON
Authorized Representative

6 STATE OF MINNESOTA)

7 County of Hennepin) ss

8 On this 2 day of January, in the year 1990,
9 before me, the undersigned, a Notary Public in and for said
10 State, personally appeared Gary L. Jacobson
11 known or identified to me to be the Authorized Representative
12 of NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, the corporation
13 that executed the instrument or the person who executed the
14 instrument on behalf of said corporation, and acknowledged to me
15 that such corporation executed the same.

Bill E. Cosh
Notary Public for Minnesota
Residing at White Bear Lake
My commission expires on Aug. 4, 1995



PARSONS, SMITH, STONE & FLETCHER
LAWYERS
BURLEY, IDAHO

Watkins → The Foster Company

PURCHASE/LEASE AGREEMENT

Blackfoot, Idaho

October 18, 2006

1. Agreement. Foster Land & Cattle Co., an Idaho general partnership & The Foster Company, an Idaho general partnership, of P.O. Box 308, Rigby, ID 83422, hereinafter called "Buyer", agrees to purchase and Exchange 06-3545 LLC., an Idaho Limited Liability Company, of P.O. Box 339, Blackfoot, ID 83221 hereinafter called "Seller" agrees to sell the following described real estate hereinafter referred to as "premises" described on Exhibit "A", attached hereto and incorporated herein by reference, TOGETHER WITH all fixtures attached to the above-described real property.

2. Total Purchase Price. The total purchase price is **Nine Hundred Thousand/Dollars (\$900,000.00)** payable at closing. Buyer may apply towards the purchase price at closing the balance due on any promissory note payable to Buyer from Seller.

3. 1031 Exchange/Lease. Buyer is acquiring the property that is subject to this Agreement as part of an Internal Revenue Code § 1031 tax deferred exchange. Pursuant to such exchange and as required by I.R.S. Regulations, Buyer will be assigning all contract rights in this Agreement to purchase the property to a Qualified Intermediary. The assignment will not in any manner modify or release the Buyer from any of Buyer's obligations, representation, or warranties as set forth in this Agreement. Seller will convey the property that is subject to this Agreement directly to Buyer. In the same regard, Seller has acquired the property at Buyer's request and with funds loaned by Buyer for such acquisition. Upon acquisition of the property by Seller, Buyer shall have all rights to possession of the property as a lessee under Idaho law and this agreement shall also be construed as a lease from Seller to Buyer of the property for the term of this agreement, and thereafter on a month to month basis. It is agreed by the parties that no monthly rental payment shall be due Seller from Buyer as long as Buyer forgoes the payment of any interest to him on the funds Buyer has loaned Seller for the purchase of this property. Notwithstanding any other term of this agreement, or any applicable law, Buyer shall be responsible for the payment of any and all costs or expenses relating to control or possession of this property including those generally payable by lessors (or legally obligated to the paid by lessors), including, but not limited to, taxes, insurance, utilities, repairs, maintenance and the like, without limit, during Buyer's possession of the property. In this regard Buyer agrees to indemnify and hold harmless the Seller from any and all costs and expenses, including attorney's fees, for any liability or injury to any person or persons, entity or corporation, occurring on the demised premises, arising out of any accident or other occurrence on the demised premises, or related to any alleged hazardous or toxic materials or underground storage tanks alleged present on the property causing injuries to any person or persons whomsoever, or damage to the person or property of any person or persons, entity or corporation whatsoever. In this regard, Buyer agrees to carry at his/her own expense public liability insurance against said liability with Seller included as named insured with limits of liability not less than One Million and No/100 Dollars

(\$1,000,000.00). Buyer agrees to deliver to Seller the usual certificate issued by the insurance carrier certifying that such insurance is in force.

4. Conveyance. The Seller shall convey the real property by special Quit Claim Deed.

5. Taxes and Assessments. Unless otherwise agreed, the Buyer agrees to pay all property taxes and assessments for the property.

6. Closing. The date of closing shall be on or before 4/16/07. The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments necessary to complete the purchase in accordance with this Agreement. Buyer shall pay any and all closing or transfer costs related to this transaction.

7. Buyer's Acknowledgment. Buyer acknowledges that Buyer has examined the real and personal property, that Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment, that prior verbal representations by the Seller or Seller's agents or representatives do not modify or affect this Agreement and there are no warranties as to both the real and personal property, express or implied, including the IMPLIED WARRANTIES OF HABITABILITY, CONDITION, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE given by Seller to Buyer except as specifically set forth in this Agreement and the Buyer agrees to accept the property in "AS IS" condition unless otherwise provided for.

8. Title Insurance. It is expressly agreed that Seller is not providing title insurance and shall not be responsible for the payment of any title insurance premiums for the property. Buyer may at Buyer's own cost provide title insurance for the property at closing.

9. Buyer's Remedies. If the Seller refuses or neglects to consummate the transaction within the time period provided in this Agreement or breaches the terms of this Agreement, the Buyer may:

- a. Demand that Seller specifically perform Seller's duties or obligations under this Agreement; or
- b. Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

10. Seller's Remedies. If Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement or breaches the terms of this Agreement, the Seller may:

- a. Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; or
- b. Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

11. Buyer's Certification. By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Idaho; and if acting on behalf of a corporation, partnership, or other non-human entity that he/she is duly authorized to enter into the Agreement on behalf of such entity.

12. Seller's Certification. By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity that he/she is duly authorized to enter into the Agreement on behalf of such entity.

13. Consent to Disclose Information. Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and their attorneys, agents and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents as prior transactions concerning this property of underlying obligation pertaining thereto.

14. Possession. Seller shall deliver possession and occupancy to the Buyer on the date of acquisition of the property by Seller.

15. Risk of Loss. All loss or damage to any of the above-described real property or personal property by any cause is expressly assumed by Buyer.

16. Time is of the Essence. Time is of the essence in this Agreement and all clauses herein.

17. Binding Effect and Non-assignability. This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent, which shall not be unreasonably withheld.

18. Attorney Fees. In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.

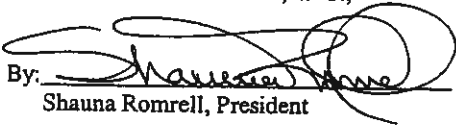
19. Fixtures. All permanently installed fixtures and fittings that are attached to the property are included in the purchase price, including electrical, light, plumbing and heating fixtures, wood stoves, built-in appliances, screens, storm doors, storm windows, curtains, rods, and hardware, attached floor coverings, T.V. antennas, air cooler or conditioner, garage door openers and controls attached, fireplace equipment, mailbox, and trees and shrubs.

20. Execution by Facsimile and Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding agreement. This Agreement is effective upon execution by all parties. Execution may be accomplished by facsimile transmission of the respective signature pages of this Agreement to the other party, with the original executed document to be delivered to the other party as soon as feasible thereafter by Federal Express or similar courier service or expedited United States mail, which will be received no later than three (3) business days after execution.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLER:

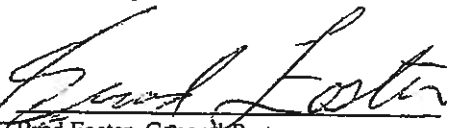
Exchange 06-3545 LLC,
an Idaho Limited Liability Company
EXCHANGE SERVICES, INC.,

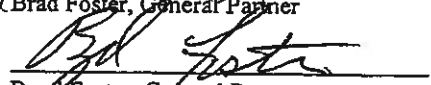
By: 

Shauna Romrell, President

BUYER:

Foster Land and Cattle, an Idaho General
Partnership


Brad Foster, General Partner


Boyd Foster, General Partner

The Foster Company, an Idaho General
Partnership


Brad Foster, General Partner


Boyd Foster, General Partner

EXHIBIT "A"

TRACT 1:

TOWNSHIP 4 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM: THAT PORTION CONVEYED TO
JEFFERSON COUNTY BY QUITCLAIM DEED RECORDED DECEMBER 15, 1965, IN
BOOK
181 OF DEEDS, PAGE 97.

TRACT 2:

TOWNSHIP 4 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO
SECTION 29: SE $\frac{1}{4}$; E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT THE EAST 30 FEET FOR
COUNTY ROAD.

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/24/2009

WATER RIGHT NO. 35-2732

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BETTY K PHILLIPS 158 HARVARD AVE REXBURG, ID 83440 (208)356-7719
Current Owner	RICHARD A EGBERT C/O BRAD EGBERT 1134 BOND AVE REXBURG, ID 83440-1810 (208)356-8818
Representative	KIRK S EGBERT 1402 E 1300 N PO BOX 87 TERRETON, ID 83450 (208)663-4505
Original Owner	E MAX PHILLIPS , ID
Original Owner	SNAKE RIVER EQUIPMENT CO INC C/O DANE WATKINS PO BOX 50781 IDAHO FALLS, ID 83405-0781 (208)523-0800

Priority Date: 02/04/1964

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/24/2009

WATER RIGHT NO. 35-2451D

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SNAKE RIVER EQUIPMENT CO INC C/O DANE WATKINS PO BOX 50781 IDAHO FALLS, ID 83405-0781 (208)523-0800

Priority Date: 02/08/1956

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.37 CFS	152 AFA
Total Diversion			0.37 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNE|Sec. 29|Township 04N|Range 36E|JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/24/2009

WATER RIGHT NO. 35-13707

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SNAKE RIVER EQUIPMENT CO INC C/O DANE WATKINS PO BOX 50781 IDAHO FALLS, ID 83405-0781 (208)523-0800

Priority Date: 06/19/1985

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.12 CFS	23.2 AFA
Total Diversion			0.12 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNE|Sec. 29|Township 04N|Range 36E|JEFFERSON County

Licensed Diversion Capacity: 20.75

IRRIGATION Use: