

10/08

For Office Use Only
[\$25 fee per permit]
Receipt Amt \$ 25
Receipt # E035164
Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT
To change the ownership of a permit

I, FOSTER Agro Inc., hereby assign to FOSTER LAND AND CATTLE
of, P.O. Box 40 Ririe, ID 83443
(Full address including city, state and ZIP) (Phone) _____

All my right, title, and interest in and to Permit No(s). 1-7091
to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit
No(s). _____, to appropriate the public waters of the State of Idaho.
(Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre
subdivision, point of diversion location, and amount of the water in cubic feet per second.)

Made this 18th day of June, 20 09.

Saurie Foster
Permit Holder(s)

Treasurer
Title (if applicable)

Permit Holder(s)

State of Idaho)
County of Bonneville)ss

On this 18th day of June, 20 09, personally appeared before me the signer(s) of the above
instrument, who duly acknowledged to me that he/she/they executed the same.

RECEIVED
JUN 30 2009
Department of Water Resources
Eastern Region



Cheri Vandermeulen
Notary Public residing at Idaho Falls, ID

My commission expires: July 7, 2015

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)
01-7090					
"need Assignment of permit"					

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**.

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

Foster Agro Inc.
 PO Box 308
 Kirie ID 83443

4. New Owner/Claimant(s)

Foster Land & Cattle ~~LLC~~
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO Box 40

City, State and ZIP Code

Kirie ID 83443

New Telephone Number

(208) 538-5172 Email: _____

5. Date you acquired the property

2/27/2009

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)

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 Bmk
 Processed by _____ AJ

Date 6/15/09
 Date 6/15/09
 Date _____

Receipt Amt. \$25
 Receipt No. 035124
 WR _____ Date _____

Instrument # 1325686

IDAHO FALLS, BONNEVILLE, IDAHO

3-5-2009 04:21:43 No. of Pages: 4

Recorded for : HOLDEN KIDWELL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Fee: 12.00

QUITCLAIM DEED

Index to: DEED, QUIT-CLAIM

THIS INDENTURE is made this 27th day of February, 2009, by Foster Agro, Inc, an Idaho corporation, 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 P. O. Box 40, Ririe, Idaho, 83443, 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 heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate in the County of Bonneville, State of Idaho, to-wit:

TRACT I:

Township 3 North, Range 41, East of the Boise Meridian, Bonneville County, Idaho.

Section 7:

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

Section 8:

SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; Lot 1 (SE $\frac{1}{4}$ SE $\frac{1}{4}$), all lying South of the South right of way line of U. S. Highway No. 26.

Section 16:

The West 650 feet of the Northwest Quarter lying South of the South right of way line of U. S. Highway No. 26.

Section 17:

Northeast Quarter lying South of the South right of way line of U. S. Highway No. 26; NE $\frac{1}{4}$ NW $\frac{1}{4}$; and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the diagonal line running from the Northwest

COPY

Corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the Southeast Corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 18:

NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying North and East of the diagonal line running from the Northwest Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Southeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$.

EXCEPTING THEREFROM THE ABOVE DESCRIBED PARCELS OF LAND: Any highway or county road right of ways.

TRACT II:

Township 3 North, Range 41, East of the Boise Meridian, Bonneville County, Idaho.

Section 8:

NE $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ lying South of the South right of way line of U. S. Highway No. 26

EXCEPTING THEREFROM: Any highway or county road right of ways.

TRACT III:

Township 3 North, Range 41, East of the Boise Meridian, Bonneville County, Idaho.

A plot of land containing the motor and pump facility located in and being part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, Township 3 North, Range 41 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

Beginning at the SW corner of the NE $\frac{1}{4}$ of said Section 8 and running thence East 479 feet more or less along the East-West center line through Section 8; thence North 27°25' East 197 feet more or less to the canyon rim of the Snake River Gorge; thence North 39°26' East 106 feet, more or less, to the true point of beginning and running thence South 30°34' East 85.8 feet; thence North 12°26' East 117.3 feet; thence North 30°34' West

70.0 feet; thence South 59°26' West 80 feet; thence South 30°34'
East 70 feet to the true point of beginning.

TRACT IV:

Township 3 North, Range 41, East of the Boise Meridian, Bonneville County, Idaho.

Section 17: NW¼ NW¼.

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

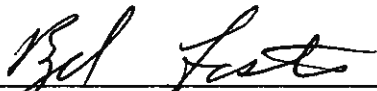
TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

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 AGRO, INC., Grantor

By:


Boyd S. Foster, President

County of Jefferson) ss.

On the 27th day of February, 2009, before me, the undersigned, a notary public in and for said State, personally appeared Boyd S. Foster, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
the day and year in this certificate first above written.

Laurie Foster

Notary Public for Idaho

Residing at: Rigby, ID

My Commission Expires: 5-11-09



Instrument # 1324893

IDAHO FALLS, BONNEVILLE, IDAHO

2-26-2009 03:56:17 No. of Pages: 5

Recorded for : HOLDEN KIDWELL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 15.00

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, 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
Bradley D. Foster, General Partner

By: Sharol Foster
Sharol Foster, General Partner

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

By: Laurie Foster
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 15 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.



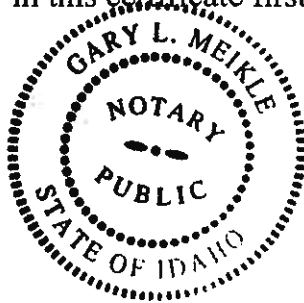
Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

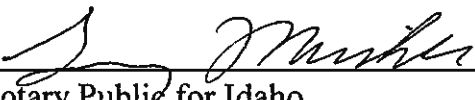
STATE OF IDAHO)
)ss.
County of Bonneville)

On the 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.

(seal)




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

G:\WPDATA\GLM5288-007\deeds\Rushbed\FLC to FLC.bonneville.wpd

EXHIBIT "A"

TRACT I:

Township 3 North, Range 41, East of the Boise Meridian, Bonneville County, Idaho.

Section 7:

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

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TRACT IV:

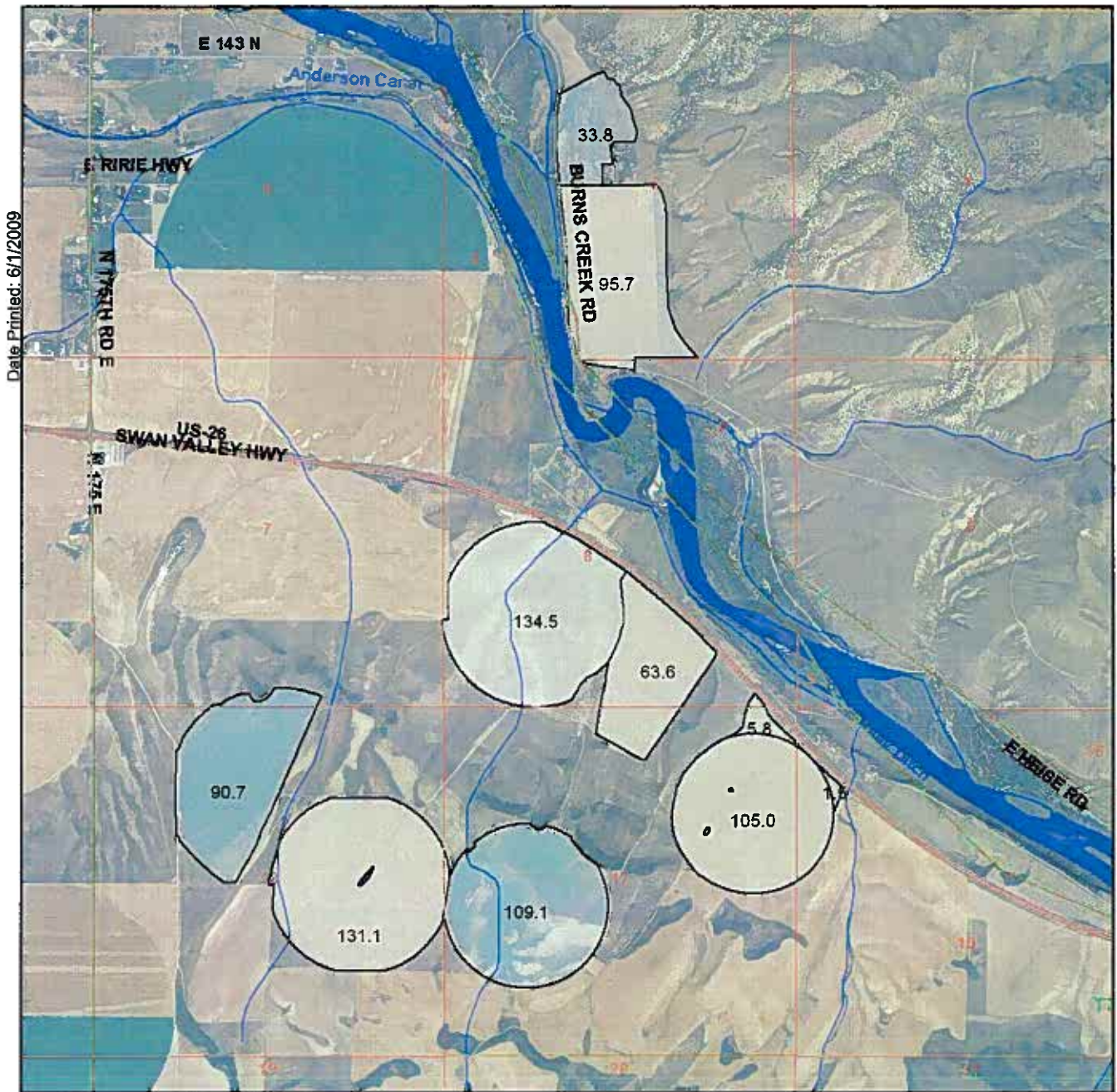
Township 3 North, Range 41, East of the Boise Meridian, Bonneville County, Idaho.

Section 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Rust Beds
(Riverside)

**FOSTER LAND \$ CATTLE
2009**

BONNEVILLE, ID
T3N R41E SECTION 16, 17, 18, 5, 8



Acres

 UNINSURED 770.8

PROVIDED COURTESY OF:

NWFCS INSURANCE AGENCY IDAHO FALLS

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



Standing Strong in Crop Insurance™