

Egbert Farm - Jefferson
Pivots 5 & 6

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			Does not apply / O/C completed on		
WR 35-7933	OK		a separate ownership change.		

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)
Betty K Phillips, 158 Harvard Ave, Rexburg ID 8341
Kirk Egbert, 1402 E 1300 N, PO Box 87, Terrellton 831
The Foster Company
Foster Land & Cattle, PO Box 308, 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

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 Lesto

(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.

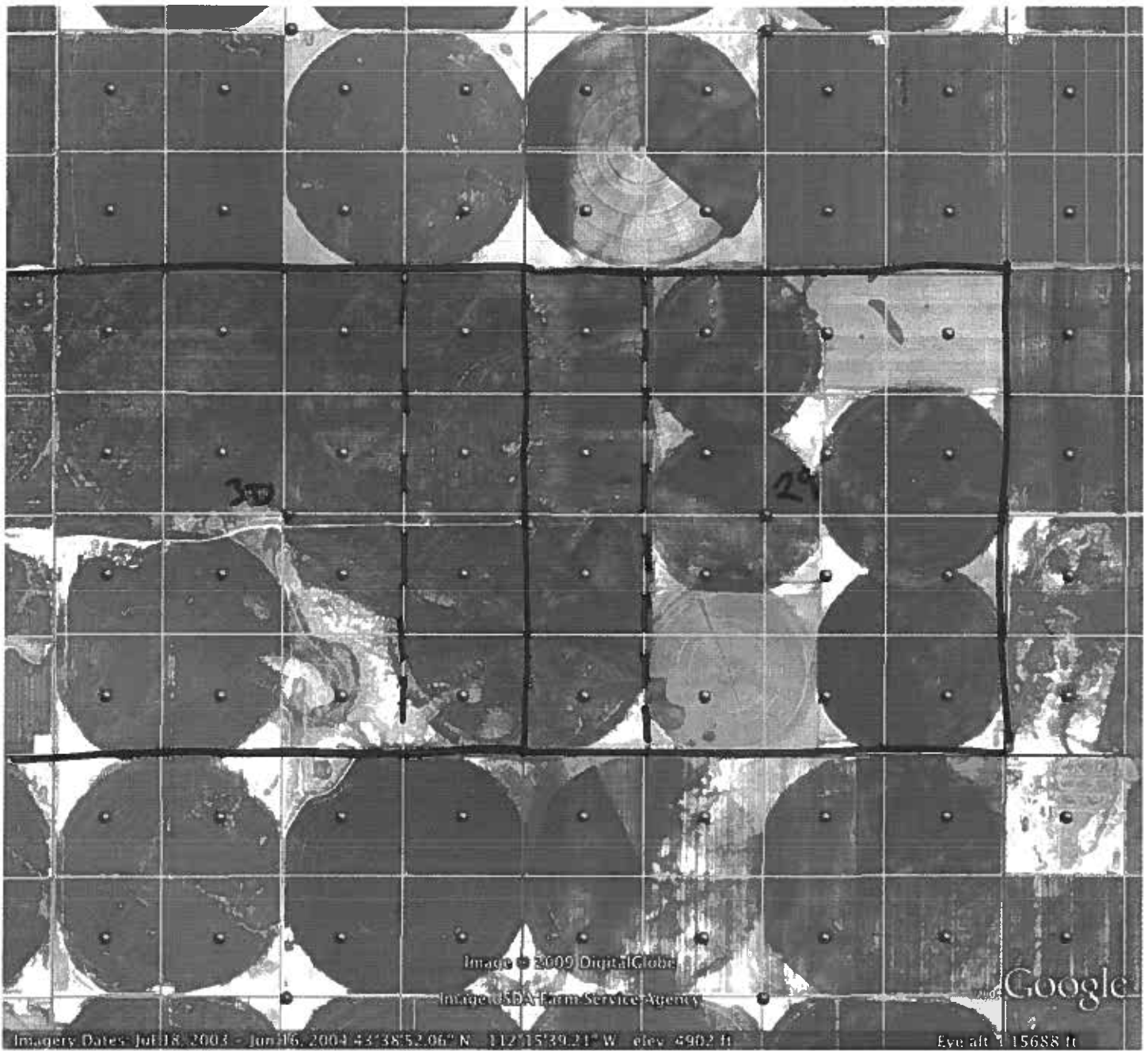
\$50.00**For IDWR Office Use Only:**

Received by BML
 Received by BML
 Processed by _____ AJ

Date 6/24/09
 Date 6/24/09
 Date _____

Receipt Amt. 350.00
 Receipt No. E035162
 WR _____ Date _____

Need to request \$25.00 refund. 3502732 duplicate o/c request.



T4N R36E S29,30

Egbert Farm

35-2732

-7933

COPY

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:

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

Section 29: W1/2W1/2

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

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.

Instrument # 374375

RIGBY, JEFFERSON, IDAHO

2-23-2009 02:25:00 No. of Pages: 4

Recorded for : HOLDEN KIDWELL HAHN, & CRAPO

CHRISTINE BOULTER

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

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

FOSTER LAND AND CATTLE CO.

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

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

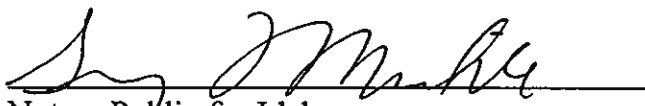
By: Laurie Foster
Laurie Foster, General Partner

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 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)



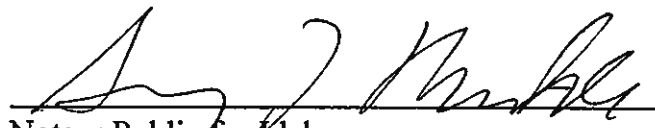
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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.

(seal)

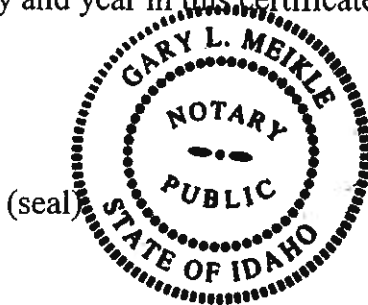


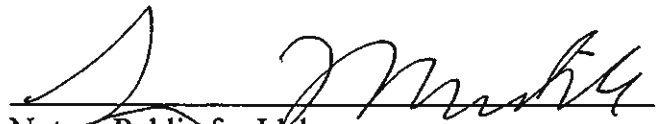
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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 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.

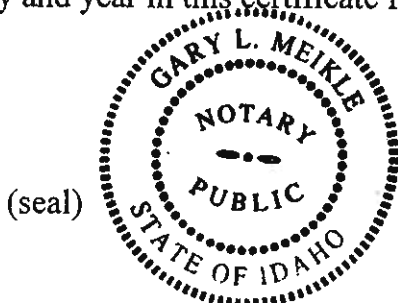


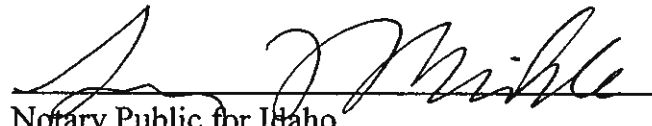

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

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.




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

G:\WPDATA\IGLMS288-007\deeds\Egbert\FLC.FC to FC.jefferson.wpd

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

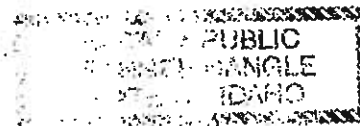
On 5/30/06, before me, the undersigned, personally appeared

Brud 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

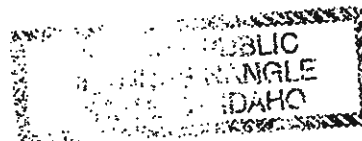
On 5/30/06, before me, the undersigned, personally appeared

Rathleen 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

Rathleen 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

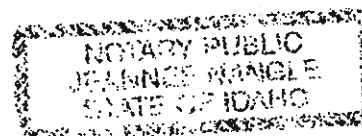
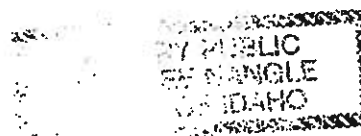


Exhibit "A"

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 $\frac{1}{2}$ W $\frac{1}{4}$; W $\frac{1}{2}$ 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

2007-03-09

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

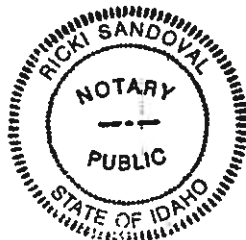
Date 3-9-07 Time 9:43

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

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 1-24-90 Time 12:35P.m

Microfilm No.

25 Day January 19 90

At 417 7 O'Clock P.M

TAMPAK SHIT

Jefferson Co. Recorder

Fee 6.00 50 Deputy

Recorded for Return of

James L. Smith

PARSONS, SMITH, STONE & FLETCHER
LAWYERS
BURLEY, IDAHO

1 officer of Northwestern National Life Insurance Company this 2nd
2 day of January, 19 90.

3 NORTHWESTERN NATIONAL LIFE
4 INSURANCE COMPANY

5 BY Gary L. Jacobson
6 GARY L. JACOBSON
7 Authorized Representative

8 STATE OF MINNESOTA)

9 County of Hennepin) ss

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

18 Will E. Cosh
19 Notary Public for Minnesota
20 Residing at White Bear Lake
21 My commission expires on Aug. 4, 1995



[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. 35-7933

<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	KENT GNEITING RT 1 ROBERTS, ID 83444 (208)228-6394

Priority Date: 12/23/1980

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>
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