

DE ✓

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)
35-7216 BOK					

RECEIVED

JUN 15 2009

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)

MIKE L BUTIKOFER

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@FosterLand.com

5. Date you acquired the property

FEB 19, 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 Brad Foster
BY BRAD FOSTER (title if applicable)
 (title if applicable)

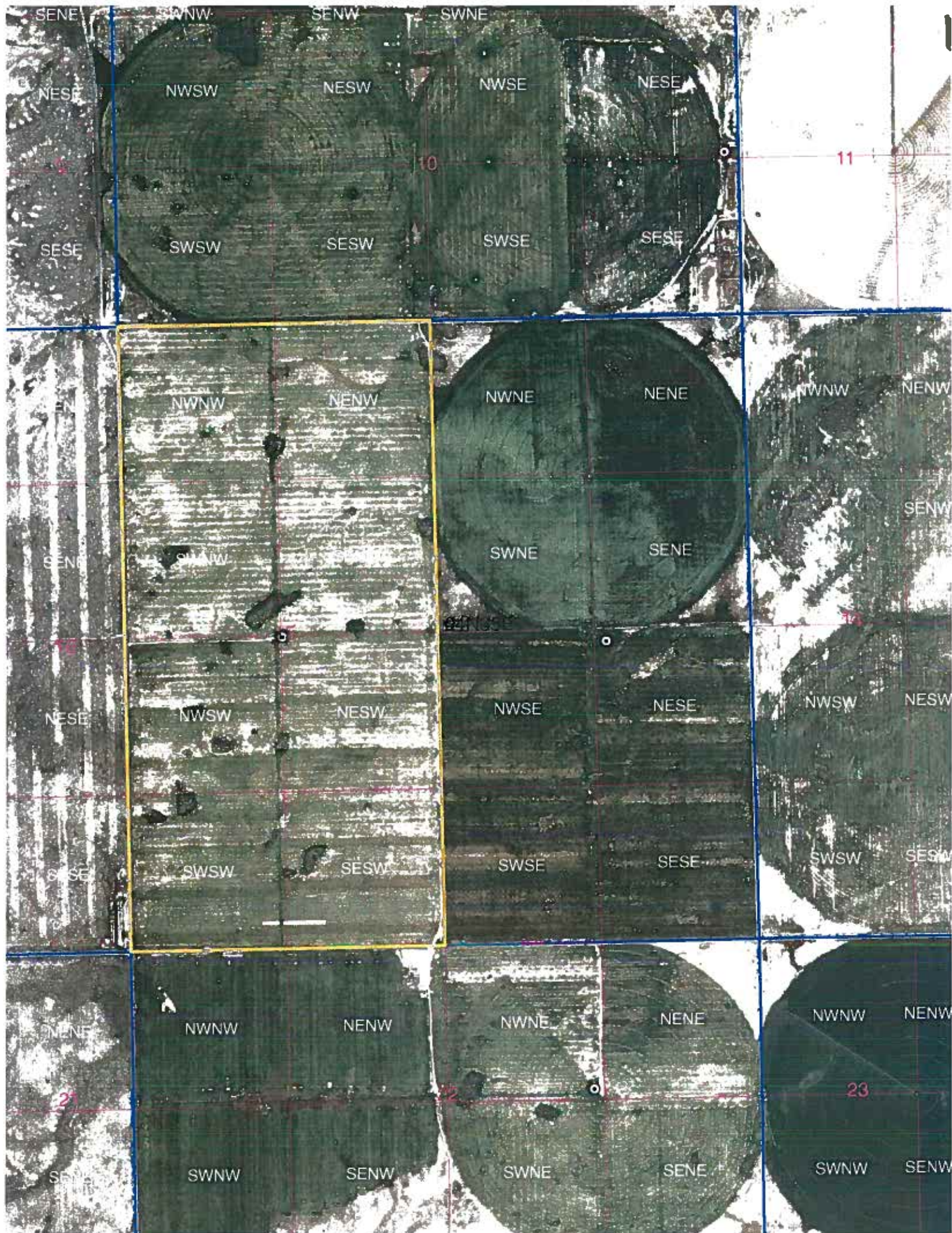
IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by BRM
 Received by BRM
 Processed by _____ AJ

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

Receipt Amt. \$25
 Receipt No. ED35124
 WR _____ Date _____



AMT 8-1508

RECEIVED

JUN 16 2009

WARRANTY DEED

Department of Water Resources
Eastern Region

THIS INDENTURE is made this 13 day of April, 2005, by Mike Butikofer, referred to as the Grantor, and Foster Land & Cattle Co., an Idaho general partnership, and The Foster Company, an Idaho general partnership, the Grantee, whose mailing address is P. O. Box 308, Rigby, Idaho, 83442.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Jefferson, State of Idaho, to-wit:

All of the West Half of Section 15, Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.

EXCEPTING THEREFROM all of the following described properties:

- a. That certain property conveyed to Jefferson County, a political sub-division of the State of Idaho for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 143699 on March 17, 1967, at 10:30 a.m., records of Jefferson County, Idaho.
- b. That certain property conveyed to Jefferson County, a political sub-division for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 255211 on February 13, 1990, at 9:30 a.m., records of Jefferson County, Idaho.

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.

RECEIVED BY

ASSESSOR

FOR PLAT

Date 4-13-05

Microfilm No.

338717

4-13-2005

At 4:01 O'clock 1 M

CHRISTINE BOULTER

Jefferson Co. Recorder

Fee \$ 6.00 Deputy

Recorded at Request of

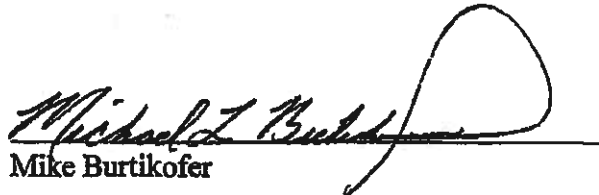
AMT

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.

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

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


Mike Burtikofer

STATE OF IDAHO)
)ss.
County of Bonneville)

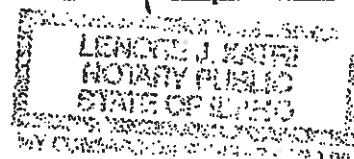
On the 13th day of April, 2005, before me, the undersigned, a notary public, in and for said State, personally appeared Mike Butikoer, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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


Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 1/30/09

(seal)

G:\WPDATA\GLMS288\butikofer\warranty.deed.wpdoc



WARRANTY DEED*Mike Butthof***COPY**

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 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 Jefferson, State of Idaho, to-wit:

All of the West Half of Section 15, Township 4 North, Range 35
East of the Boise Meridian, Jefferson County, Idaho.

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

profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

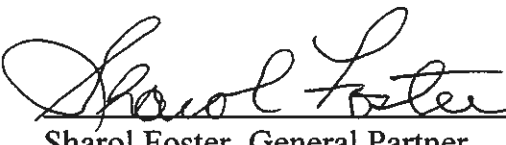
TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

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

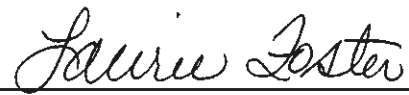
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

FOSTER LAND AND CATTLE CO.

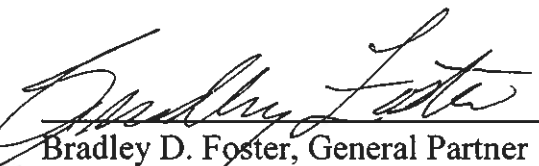
By: 
Bradley D. Foster, General Partner

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
Sharol Foster, General Partner

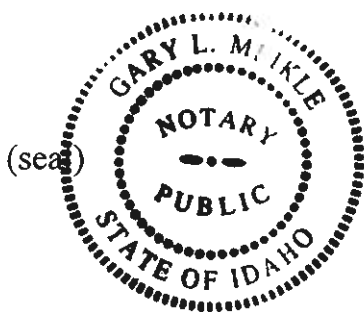
By: Boyd S. Foster
Boyd S. Foster, General Partner

By: Laurie Foster
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 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.

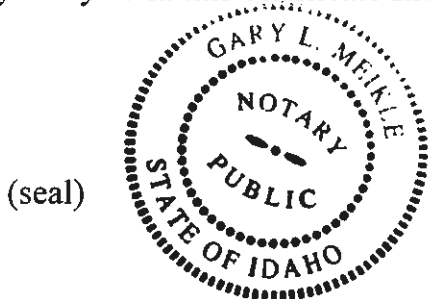


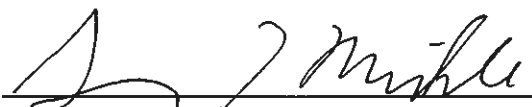
Gary L. Mickle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

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.

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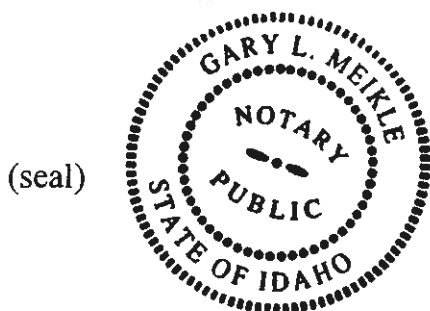


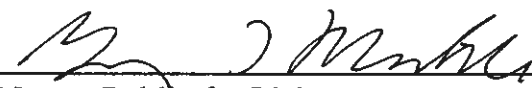
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Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

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County of Bonneville)

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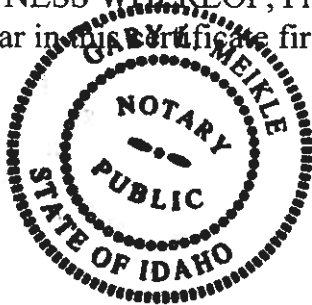
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/15/09

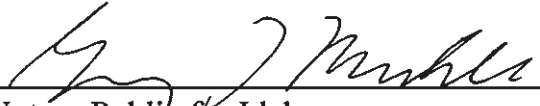
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)ss.
County of Bonneville)

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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

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