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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)
11-4363					

RECEIVED

APR 23 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)

Four Pines LLC Indian Creek Ranch

P.O. Box 182

St. Charles, ID 83272

4. New Owner/Claimant(s)

Glenn and/or Linda Transtrum

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 43

City, State and ZIP Code

St. Charles, ID 83272

New Telephone Number

(208) 945-2665

Email: _____

5. Date you acquired the property

July 30, 2008

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)

Glen J. Granatum

(title if applicable)

Linda Granatum

(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

Date

4/24/09Receipt Amt. \$25.00

Received by

Date

Receipt No. E034969

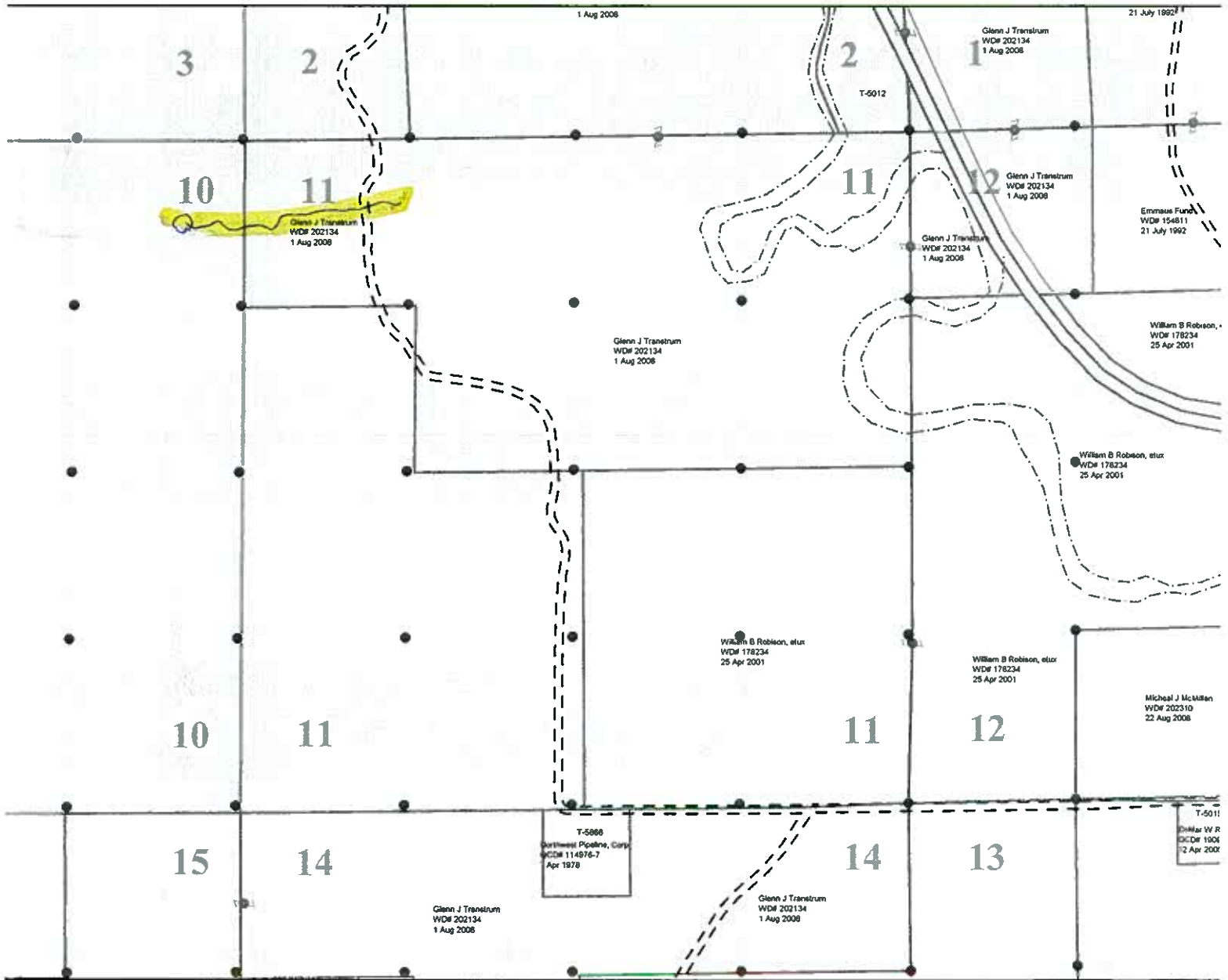
Processed by

Date

WR

Date

T 15 S, R 45 E BM



This sketch is provided without charge for your information, it is not intended to show all matters related to the property including, but not limited to area dimensions, encroachments, or location of boundaries. It is not a part of, nor does it modify the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. References should be made to an accurate survey for further information.*

Instrument # 202134

BEAR LAKE COUNTY

8-1-2008

01:10:34 No. of Pages: 4

Recorded for : FIRST IDAHO TITLE COMPANY

KERRY HADDOCK

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Cindy Garner

WARRANTY DEED

For good and valuable consideration,

The Retreat at Bear Lake, LLC,

of 346 E 3300 South, Salt Lake City, County of Salt Lake, State of UT, 84115,

THE GRANTOR,

does hereby, grant, bargain, sell, assign and convey unto

Glenn J. Transtrum and Linda R. Transtrum, husband and wife,

of 230 N 1st East, St. Charles, County of Bear Lake, State of Idaho, 83272

THE GRANTEES,

The following described real property (the "Property"):

- (i) The tract of land (the "Land") located in the County of Bear Lake, State of Idaho, described in Exhibit "A" attached hereto;
- (ii) All of Idaho Water Right Number 11-4363 on file with the Idaho Department of Water Resources ("IDWR");
- (iii) A 0.01 cfs portion of IDWR Water Right Number 11-7599, the remainder thereof expressly reserved by the Grantor; and
- (iv) A 0.01 cfs portion of IDWR Water Right Number 11-7597, the remainder thereof expressly reserved by the Grantor.

Grantor hereby covenants that Grantor is the owner in fee simple of the Land, that the Land is free from all monetary encumbrances, and that it will warrant and defend the same from all lawful claims whatsoever, subject to encumbrances of record in the records of Bear Lake County, Idaho, current taxes, ordinances and federal and state rights and reservations, including, without limitation, patents, oil, gas and minerals, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, easements or claims of easement not shown by the public records, use restrictions and building and zoning regulations and ordinances of any governmental unit.

To have and to hold said Property together with appurtenances not specifically reserved unto Grantor herein, unto Grantees and their successors and assigns forever.

PROVIDED, HOWEVER, THAT GRANTOR EXPRESSLY RESERVES AND RETAINS FROM THE GRANT AND TRANSFER OF THIS GRANT DEED THE FOLLOWING:

Grantor expressly reserves and retains unto Grantor, its successors and assigns, ownership of all appurtenant water rights not specifically conveyed to Grantees herein, including but not limited to: (a) all of IDWR Water Right Number 11-930; (b) all of IDWR Water Right Number 11-7448; (c) all of IDWR Water Right Number 11-7597 excepting that 0.01 cfs portion conveyed to Grantee herein; (d) all of IDWR Water Right Number 11-7599 excepting that 0.01 cfs portion conveyed to Grantee herein; and (e) all of IDWR Water Right Number 11-7601 (collectively the "Grantor Water Rights"). Grantor, its successors and assigns, shall have the right to transfer any element of Grantor Water Rights and/or to utilize Grantor Water Rights for any purpose, including but not limited to mitigation.

Grantor expressly reserves unto Grantor, its successors and assigns, Grantor's rights and privileges set forth in that certain First Addendum to the Amended and Restated Exchange Agreement dated July 30, 2008 (the "First Addendum"), as amended from time to time, which First Addendum and rights therein (i) are incorporated herein by reference, (ii) shall run with the Land, and (iii) shall continue in full force and effect between Grantor and Grantees, and their respective, successors, heirs, personal representatives and assigns following the recording of this Warranty Deed.

Grantor further reserves and retains unto Grantor, its successors and assigns, an easement ("Wetlands Easement") for the purpose of implementing Wetlands Mitigation (as such term is defined in the First Addendum) as may be required for the benefit of other real property hereafter designated by Grantor, its successors or assigns. The Wetlands Easement may consist of multiple, separate parcels of real property, but in the aggregate shall not exceed three hundred (300) acres of the Land. The Wetlands Easement shall be situated within the following described portion of the Land:

N ½ of NE ¼, Sec. 11, Twp. 15S, R45E, B.M.

N ½ of SE ¼, Sec. 2, Twp. 15S, R45E, B.M.

SE ¼ of SE ¼, Sec. 2, Twp. 15S, R45E, B.M.

W ½ of NE ¼, Sec. 2, Twp. 15S, R45E, B.M.

That portion of the W ½ of SE ¼, Sec. 35, Twp. 14S, R45E, B.M., lying west
of the Union Pacific Railroad right-of-way

That portion of the SW ¼ of NE ¼, Sec. 35, Twp. 14S, R45E, B.M., lying west
of the Union Pacific Railroad right-of-way

Grantor and Grantees may agree to amend the Wetlands Easement to include other portions of the Land. The Wetlands Easement shall include the right to enter upon and use the Land for the purposes of (a) identifying lands useable for Wetlands Mitigation; (b) delineating and determining the location(s) of the Wetlands Easement; and (c) implementing Wetlands Mitigation. Upon determining the location(s) of the Wetlands Easement, Grantor shall execute and record a detailed description of the Wetlands Easement in the records of Bear Lake County, Idaho. Grantees, their successors and assigns, shall be bound by the terms, provisions and purposes of the Wetlands Easement, and shall not take any action contrary thereto.

202134

DATED THIS July 30, 2008.

THE RETREAT AT BEAR LAKE, LLC

By: [Signature]
Bradley Auger, Manager

By: [Signature]
Bruce Barrett, Manager

STATE OF ~~UTAH~~

Idaho

COUNTY OF ~~SALT LAKE~~

Bear Lake

On this 29 day of July, 2008, before me a Notary Public, in and for said State, personally appeared **Bradley Auger** and **Bruce Barrett**, known or identified to me to be the Managers of the The Retreat at Bear Lake, LLC, and that executed the foregoing instrument and acknowledged to me that such company 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.

[Signature]
Notary Public
Residing at: [Address]
My Commission Expires: 12-01-12



MAIL TAX NOTICE TO: **Glenn J. Transtrum and Linda R. Transtrum**
230 N 1st East, St. Charles, County of Bear Lake, State of Idaho,
83272

EXHIBIT A

TOWNSHIP 14 SOUTH, RANGE 45 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO:
Section 35: SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$.

ALSO: All that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ lying West of the Union Pacific Railroad Right-of-Way.

TOWNSHIP 15 SOUTH, RANGE 45 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO:
Section 1: Lots 3 and 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 2: E $\frac{1}{2}$; E $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 11: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 12: NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 14: N $\frac{1}{2}$ N $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$.

EXCEPT THEREFROM a tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 14, more particularly described as follows: Beginning at the Southeast Corner of Section 14, aforesaid, (said corner being marked with a G.L.O. Brass Cap Monument stamped 1950); thence North 0°04' West a distance of 2637.38 feet, more or less, to the East Quarter Corner of said Section 14 (said Quarter Corner is marked with a G.L.O. Brass Cap Monument stamped 1950); thence North 00°20' East a distance of 2647.92 feet; thence North 89°58' West a distance of 2661.17 feet to the TRUE POINT OF BEGINNING near the North Quarter Corner of said Section 14 (said point is marked with a G.L.O. Brass Cap Monument stamped as a Witness Corner - 1950); thence North 89°58' West a distance of 210.62 feet to a point (marked with a 1/2" by 24" iron pin); thence South 00°02' West a distance of 660 feet to a point (marked with a 1/2" by 24" iron pin); thence South 89°58' East a distance of 660 feet to a point (marked with a 1/2" by 24" iron pin); thence North 00°02' East a distance of 660 feet to a point on the North Line of said Section 14 (marked with a 1/2" by 24" iron pin); thence North 89°58' West a distance of 449.38 feet to the Point of Beginning.

Section 15: E $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$.

EXCEPT THEREFROM any portion of all the above described premises lying within the Right of Way of State Highway, County Road or Right of Way for railroad, as the same presently exists.