

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 05 2021

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-11659	Yes ☐	Yes ☐	67-644	Yes ☐	Yes ☐
67-2302	Yes ☐	Yes ☐	67-645	Yes ☐	Yes ☐
67-638	Yes ☐	Yes ☐	67-646	Yes ☐	Yes ☐
67-639	Yes ☐	Yes ☐	67-647	Yes ☐	Yes ☐
67-643	Yes ☐	Yes ☐	67-648	Yes ☐	Yes ☐

2. Previous Owner's Name: Tree Top Ranches LP
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Fairchild Farms LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2324 Airport Road Midvale ID 83645
Mailing address City State ZIP
208-550-1470
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/30/2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 67-638

8. Signature: [Signature] MANAGER 12/30/2020
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by KM Date 01/19/2021 Receipt No. C109820 Receipt Amt. \$500.00

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by LE Processed by LE Date 05/25/2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 05 2021

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-649	Yes ☐	Yes ☐	67-2390	Yes ☐	Yes ☐
67-650	Yes ☐	Yes ☐	67-7732	Yes ☐	Yes ☐
67-651	Yes ☐	Yes ☐	67-7899	Yes ☐	Yes ☐
67-652	Yes ☐	Yes ☐	67-2302 <i>duplicate</i>	Yes ☐	Yes ☐
67-653	Yes ☐	Yes ☐	67-07875	Yes ☐	Yes ☐

2. Previous Owner's Name: Tree Top Ranches LP
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Fairchild Farms LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2324 Airport Road Midvale ID 83645
Mailing address City State ZIP
208-550-1470
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/30/2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] MANAGER 12/30/2020
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by KM Date _____ Receipt No. _____ Receipt Amt. _____
Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
Name on W-9 _____ Approved by _____ Processed by _____ Date _____

RECEIVED

APR 27 2021

WATER RESOURCES
WESTERN REGION

Instrument # 243449
STATE OF IDAHO, COUNTY OF WASHINGTON
2020-12-30 03:30:57 PM No. of Pages: 2
Recorded for: TITLEONE BOISE
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

#3



Order Number: 20387983

Warranty Deed

For Value Received,

Tree Top Ranches, L.P., an Idaho limited partnership, the Grantor, does hereby grant, bargain sell and convey unto, Fairchild Farms LLC, an Idaho limited liability company, whose current address is PO Box 10, Midvale, ID 83645, the Grantee, the following described premises, in Washington County, Idaho, To Wit:

A parcel of land situated within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 13 North, Range 4 West, Boise Meridian, and within the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 13 North, Range 4 West, Boise Meridian, Washington County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of the S $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Twp. 13 N., R. 4 W., B.M.; thence West to the West line of the County Road right-of-way as a Point and Place of Beginning; thence West along the North line of the S $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 13, a distance of 600 feet; thence due South 1355 feet, more or less, to the North boundary line of the right-of-way of U.S. Highway 95; thence following the North boundary line of said U.S. Highway 95 in a Northeasterly direction to the intersection with the South Road lying on the East side of said S $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 13; thence North along the West boundary line of the right-of-way of said County Road a distance of 1000 feet, more or less, to the Point and Place of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

Order Number: 20387983

Warranty Deed (4-09) - Page 1 of 2

Dated: 12/29/2020

Tree Top Ranches, L.P., an Idaho limited partnership

By: LDW, Inc., an Idaho corporation, Its General Partner

By: [Signature]
Larry D. Williams, President

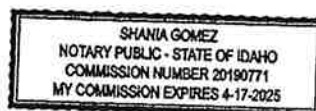
STATE OF Idaho)

County of Ada) ss.

On this 29 day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry D. Williams, known or identified to me to be the President of LDW, Inc., said corporation known to me to be the General Partner of the partnership that executed the instrument and acknowledged to me that he executed the same for and on behalf of said corporation and that said corporation executed on behalf of said partnership and that said partnership executed it.

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
My Commission Expires: 04/17/2025



When recorded, return to:
Fairchild Farms, LLC
P.O. Box 10
Midvale, ID 83645

Instrument # 243448
STATE OF IDAHO, COUNTY OF WASHINGTON
2020-12-30 03:30:57 PM No. of Pages: 4
Recorded for: TITLEONE BOISE
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

20387983

WARRANTY DEED

Warranty Deed made this 24th day of December, 2020, between **Larry D. Williams**, a married man dealing with his sole and separate property (the "**Grantor**") and **Fairchild Farms LLC**, an Idaho limited liability company, whose address is P.O. Box 10, Midvale, Idaho 83645 (the "**Grantee**").
witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, convey and warrant unto Grantee and their successors and assigns forever, all the following described real property situated in the County of Washington, State of Idaho:

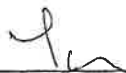
See Exhibit A attached hereto and incorporated herein by reference.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property (including any mineral rights owned by Grantor), as well in law as in equity, except only as expressly provided otherwise herein.

Together with all water rights and other entitlements to receive water for beneficial use on the described real property, including without limitation, all rights represented by any contract decree, license, permit, permit application, claim or storage entitlement, water shares and canal shares, and those water rights identified in the records of the Idaho Department of Water Resources for beneficial use on the described real property, and all ditches, ditch rights, easements and rights-of-way associated with the delivery of such water rights.

TO HAVE AND TO HOLD the said premises, together with all appurtenances thereto, unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; and that said premises are free from all encumbrances except current years' taxes, levies, and assessments, and except easements, rights-of-way, reservations, and restrictions of record, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Grantor:



Larry D. Williams

STATE OF IDAHO)
) ss.
County of Ada)

On this 29 day of December, 2020, before me, a Notary Public, personally appeared Larry D. Williams, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Shania Gomez
NOTARY PUBLIC FOR IDAHO
Residing at Canyon County, Idaho
My Commission Expires: 04/17/2025

**EXHIBIT A
DESCRIPTION OF THE REAL PROPERTY**

File #20386051

In Township 13 North, Range 4 West of Boise Meridian, Washington County, Idaho:

Section 2: SW¼

Section 3: SW¼, W½SE¼, Lots 6-7

Section 4: E½SE¼

Section 10: NW¼, W½NE¼, N½SW¼, NW¼SE¼, Lots 1, 2, 3

Section 11: E½SW¼, SW¼SE¼, E½SE¼

Section 12: S½SW¼, SW¼SE¼

Section 13: S½NW¼NW¼, N½SW¼NW¼, E½NW¼, S½SW¼NW¼, N½NW¼NW¼, W½NE¼, S½SW¼
SAVE AND EXCEPT the following described tract: Commencing at the northeast corner of the S½SW¼ of said Section 13, thence West to the West line of the County Road right-of-way as a point and place of beginning; thence West along the North line of the S½SW¼ a distance of 600 feet; thence due South 1355 feet, more or less, to the North right-of-way line of U.S. Highway 95; thence following the North right-of-way line of said Highway 95 in a northeasterly direction to the intersection with the County Road lying on the East side of said S½SW¼; thence North along the West right-of-way of said County Road a distance of 1000 feet, more or less, to the point and place of beginning;
N½SW¼, NW¼SE¼ Westerly of the Old Hwy

Section 14: NE¼SE¼, NE¼NE¼, SE¼NE¼, W½NE¼, NW¼SE¼, E½NW¼, SW¼SE¼, NE¼SW¼, S½SW¼, SE¼SE¼

Section 15: Lot 4, SW¼SE¼

Section 22: Lot 1, NW¼NE¼, Lots 2 and 3 EXCEPTING that portion of Lot 3 granted to the State of Idaho for Highway right-of-way by Warranty Deed recorded in Book 82 of Deeds, Page 128, and that portion of Lot 3 lying southerly of the Highway right-of-way granted to the State of Idaho by Warranty Deed recorded in Book 82 Deeds, page 131, Records of Washington County, Idaho.

Section 23: NW¼, NW¼SW¼ Northerly of the Old Highway, NE¼SW¼, S½NW¼SE¼SW¼, NE¼SE¼SW¼, S½SE¼SW¼, NW¼NE¼, SW¼NE¼ Westerly of the Old Highway, SW¼NE¼ Easterly of the Old Highway, NE¼NE¼

Section 24: N½NW¼ EXCEPTING the following described tract of land: Beginning at the northeast corner of the NW¼ of said Section 24; thence South 527.4 feet; thence West 208 feet; thence North 417.4 feet to the right-of-way of U.S. Highway 95; thence easterly along said highway right-of-way to the place of beginning. ALSO EXCEPTING the following described tract of land: Commencing at a point where the Southerly right of way line of the U.S. Highway 95

Warranty Deed, p.3

intersects the East line of the SW¼ of Section 13, Township 13 North, Range 4 West of the Boise Meridian, which point is approximately 136 feet North of the Southeast corner of the SE¼SW¼ of said Section 13; thence Southwesterly along said Highway right-of-way to the West right-of-way line of an existing County Road running along the East line of the SW¼ of Section 13 and the NW¼ of Section 24, said Township and Range; thence South along said County Road right-of-way 527.4 feet to the real point of beginning; thence continuing South along said County Road right-of-way a distance of 918.8 feet more or less, to intersect the North right-of-way line of an existing County Road running along the Southerly line of the NE¼NW¼ of said Section 24; thence West along the North right-of-way of said County Road 312 feet; thence North to the Southerly right-of-way of U.S. Highway 95; thence Northeasterly along said Highway right-of-way to a point 208 feet West of the West right-of-way line of an existing County Road along the East line of the SW¼ of said Section 13 and NW¼ of said Section 24; thence South 417.4 feet; thence East 208 feet to the real point of beginning.

In Township 14, Range 4 West of the Boise Meridian, Washington County, Idaho:

Section 32: NE¼SW¼, NW¼SE¼, and that portion of the E¼NW¼ and that portion of the NE¼ lying North of the center line of said Section 660 feet, more or less, to an existing fence.

Section 33: W¼SE¼, SW¼, SE¼SE¼, and that portion of the W¼NW¼ lying North of the center line of said Section 660 feet, more or less, to an existing fence.

Section 34: SW¼SW¼

In Township 13 North, Range 5 West of the Boise Meridian, Washington County Idaho, to wit:

All that part of the SE¼SE¼ of Section 10; the SW¼SW¼ of Section 11; the NW¼, the NW¼SW¼ of Section 14; and the E¼NE¼ of Section 15; lying below and/or at a lower elevation than the 3300 Contour Line, as assumed, on Project Survey Map Number 8-52, dated July 30, 1948, and commonly known as "Adobe Flat Reservoir Site", Department of Reclamation.

In Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho

Section 29: SE¼NE¼, E¼SE¼, S¼SW¼, NE¼SW¼, W¼SE¼

Evans, Lynne

From: Evans, Lynne
Sent: Tuesday, May 25, 2021 11:07 AM
To: IdwrPayable
Subject: Refund Request - Fairchild Farms LLC

TO: Sascha Marston, Treva Pline, Brenda Corbett

FROM: Lynne Evans

DATE: May 25, 2021

RE: Refund: Ownership Change & Security Interest

Please refund \$50. Fairchild Farms LLC and DL Evans Bank submitted a notice of change in ownership and a notice of security interest and paid for both on the same check, but one of the water right numbers was duplicated on both forms. They paid for 20 water rights for each notice, but there were only 19.

Please issue a refund of \$50 to:

DL EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RECEIPT #

C109820

Lynne Evans | Office Specialist II
IDWR-Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | lynne.evans@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 25, 2021

FAIRCHILD FARMS LLC
2324 AIRPORT RD
MIDVALE ID 83645-5001

Re: Change in Ownership for Water Right No(s):

**67-638, 67-639, 67-643, 67-644, 67-645, 67-646, 67-647, 67-648, 67-649, 67-650, 67-651,
67-652, 67-653, 67-2302, 67-2390, 67-7732, 67-7875, 67-7899, 67-11659**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records and has enclosed a computer-generated report for you.

Upon review, the Department found that your Notice referred to water right no. **67-2302** twice, as did the related Notice of Security Interest for D.L. Evans Bank. There is no fee required for the duplicate entries. A refund of \$50 has been requested, and will be mailed to D.L. Evans Bank under separate cover from the Idaho State Controller's Office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4622.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure

c: D L EVANS BANK