

RECEIVED
SEP 22 2020
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
43-10786	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-10472	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-10473	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Cold Springs Farm
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): FTA II Cold Springs, L.C., a Utah limited liability company
New owner(s) as listed on the conveyance document
- P.O. Box 540478
Mailing address
City: North Salt Lake State: Ut ZIP: 84054
- 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: August 18, 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: BY Christopher J. Robinson Mgr of Mgr 9/19/2020
 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 SG Date 9/22/20 Receipt No. 5038155 Receipt Amt. 1875.00
 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 _____ Processed by KA Date 10-19-2020

SUPPORT DATA
IN FILE # 43-10472



TitleOne
a title & escrow co.

Order No. 20353602

Special Warranty Deed

This Special Warranty Deed is between **Cold Spring Farms Partnership, an Idaho General Partnership ("Grantor")**, whose address is 36 E 200 S, Newton, UT 84327, and **FTA II Cold Springs, L.C., a Utah limited liability company ("Grantee")**, whose address is 925 West 100 North Suite F, P.O. Box 540478, North Salt Lake, UT 84054, 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, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Cassia County, State of Idaho:

PARCEL NO. 1
TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 24: S½NE¼; N½SE¼; SE¼SE¼

PARCEL NO. 2
TOWNSHIP 13 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: Lots 2, 3, 4; E½SW¼; SE¼NW¼; SW¼NE¼; SE¼

Section 20: S½

Section 21: S½

Section 22: SW¼SW¼

Section 27: S½SE¼SW¼; S½S½SE¼; SW¼SW¼

- Section 28: W½; SE¼
- Section 29: E½NW¼; NW¼NW¼; E½; SW¼
- Section 30: E½
- Section 31: N½NE¼; SE¼NE¼; E½SE¼ East and West of Highway
- Section 32: All

EXCEPT that portion deeded to the State of Idaho for highway purposes;

ALSO EXCEPTING there from the following described property:

Beginning at the point 330 feet East of the S¼ corner of the SE¼ of said Section 32;
 Thence North 200 feet;
 Thence East 660 feet;
 Thence South 200 feet;
 Thence West 660 feet to the Point of Beginning.

Section 33: NW¼NE¼; S½NE¼; NW¼; S½

Section 34: N½NE¼

PARCEL NO. 3
 TOWNSHIP 14 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN,
 CASSIA COUNTY, IDAHO

- Section 4: Lots 1, 2, 3, 4; S½N½; N½S½; SW¼SE¼
- Section 5: Lots 1 and 4; W½ of Lot 3; SW¼NW¼; W½SE¼NW¼
- Section 6: Lots 2, 3, 4, 5, 6, 7; S½NE¼; SE¼NW¼; E½SW¼; SW¼SE¼
- Section 7: Lots 1, 2, 3; NW¼NE¼; E½NW¼; NE¼SW¼

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, as well in law as in equity, except as expressly provided otherwise herein ("**Premises**").

To have and to hold, all and singular the Premises together with the appurtenances unto Grantee and its successors and assigns forever including all appurtenant water rights wells, well rights, and water shares including but not limited to Idaho Department of Water Resources Water Right Nos. 43-10472, 43-10473 and 43-10786.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 17 day of August, 2020.

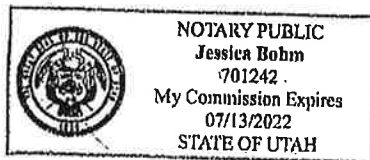
Cold Spring Farms Partnership, an Idaho General Partnership

BY: Helen C. Hellstern
Helen C. Hellstern, Managing Partner

State of Utah, County of Cache, ss.

On this 17 day of August in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Helen C. Hellstern known or identified to me to be one of the Managing Partners in the partnership of Cold Spring Farms Partnership and one of the Managing Partners who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

Jessie Bohm
Notary Public
Residing at: Zions Bank
My Commission Expires: 07/13/2022
(seal)



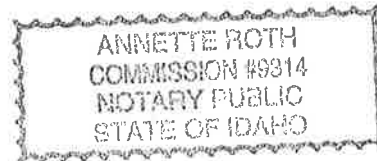
IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 14 day of August, 2020.

BY: Judy J. Anderson
Judy U. Anderson Managing Partner

State of Idaho, County of Cassia, ss.

On this 14 day of August in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Judy J. Anderson known or identified to me to be one of the Managing Partners in the partnership of Cold Spring Farms Partnership and one of the Managing Partners who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

Annette Roth
Notary Public
Residing at: Rupert ID
My Commission Expires: 8-4-2023
(seal)



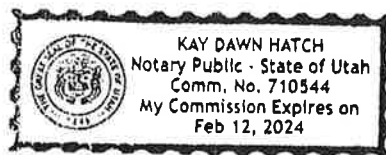
IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 15th day of August, 2020.

BY: Glen R. Benson
Glen R. Benson, Managing Partner

State of Utah, County of Cache, ss.

On this 15 day of August in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Glen R. Benson known or identified to me to be one of the Managing Partners in the partnership of Cold Spring Farms Partnership and one of the Managing Partners who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

Kay Dawn Hatch
Notary Public
Residing at: Hendon, UT
My Commission Expires: 2-12-24
(seal)



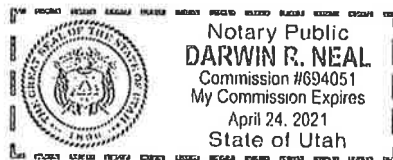
IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 17 day of August, 2020,

BY: Milton M. Anderson
Milton M. Anderson, Managing Partner

State of Utah, County of Cache, ss.

On this 17 day of August in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Milton M. Anderson known or identified to me to be one of the Managing Partners in the partnership of Cold Spring Farms Partnership and one of the Managing Partners who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

[Signature]
Notary Public
Residing at: Logan UT
My Commission Expires: 04/24/21
(seal)





Order No. 20353602

Special Warranty Deed

This Special Warranty Deed is between **Judy J. Anderson** a single woman and **The Glen R. Benson and Doris C. Benson Revocable Trust**, dated August 7, 2014 and **Doris C. Benson**, a married woman contracting with her sole and separate property, and **Middle Gate Holdings, LLC**, a Utah limited liability company ("Grantor"), and **FTA II Cold Springs, L.C.**, a Utah limited liability company ("Grantee"), whose address is 925 West 100 North Suite F, P.O. Box 540478, North Salt Lake, UT 84054, 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, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Cassia County, State of Idaho:

PARCEL NO. 4:
TOWNSHIP 13 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 28: S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$

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, as well in law as in equity, except as expressly provided otherwise herein ("**Premises**").

To have and to hold, all and singular the Premises together with the appurtenances unto Grantee and its, successors and assigns forever, including all appurtenant water rights wells, well rights, and water shares.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

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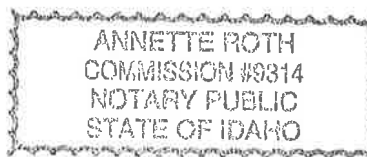
IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 14 day of August, 2020.

Judy J. Anderson
Judy J. Anderson

State of Idaho, County of Cassia, ss.

On this 14 day of August in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Judy J. Anderson known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Annette Roth
Notary Public
Residing In: Rupert, ID
My Commission Expires: 8-4-2023
(seal)



IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 15th day of August, 2020.

The Glen R. Benson and Doris C. Benson Revocable Trust, dated August 7, 2014

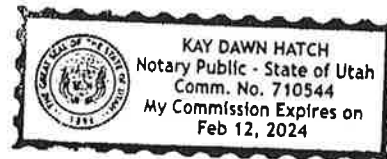
BY: Glen R Benson
Glen R. Benson, Trustee

BY: Doris C Benson
Doris C. Benson, Trustee

State of Utah, County of Cache, ss.

On this 15 day of August in the year of 2020, before me, the undersigned, a notary public in and for said state personally appeared Glen R. Benson and Doris C. Benson known or identified to me to be the persons whose names are subscribed to the within instrument, as trustees of Glen R. Benson and Doris C. Benson Revocable Trust, dated August 7, 2020 and acknowledged to me that they executed the same as trustees.

Kay Dawn Hatch
Notary Public
Residing In: Newton, Ut
My Commission Expires: 2-24-
(seal) 12-24



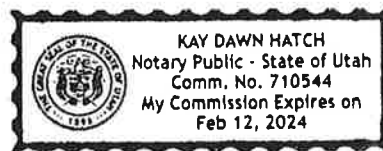
IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 15th day of August, 2020.

Doris C Benson
Doris C. Benson

State of Utah, County of Cache, ss.

On this 15 day of August in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Doris C. Benson known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Kay Dawn Hatch
Notary Public
Residing In: Heaton, UT
My Commission Expires: 2-12-24
(seal)



IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 14 day of August, 2020.

Middle Gate Holdings, LLC, a Utah limited liability company

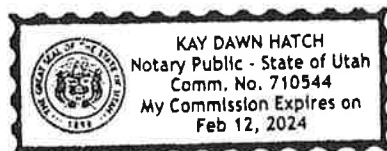
BY: Bryan M. Benson
Bryan M. Benson, Manager

State of Utah, County of Cache, ss.

On this 14 day of August 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan M. Benson, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company 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.

Kay Dawn Hatch
Notary Public for Idaho
Residing In: Newton UT
My Commission Expires: 2-12-24
(seal)





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

October 19, 2020

FTA II COLD SPRINGS LC
PO BOX 540478
N SALT LAKE UT 84054-0478

Re: Change in Ownership for Water Right No(s): 43-10472, 43-10473, and 43-10786

Dear Water Right Holder(s):

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

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) 293-9916.

Sincerely,

Kent Aasa
Water Resource Agent, Senior

Enclosure(s)

Cc: TitleOne Burley Order No. 20353602



211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Idaho Department of Water Resources
650 Addison Ave. W.
Ste. 500
Twin Falls, ID 83301

Date: September 21, 2020

Escrow No. 20353602
FTA II Cold Springs, L.C./Cold Spring Farms Partnership, et al

Greetings:

Enclosed with this letter please find the following documents:

1. TitleOne Check No. 29246 in the amount of \$75.00
2. Copy of Original Executed Notice of Change of Water Right Ownership
3. Copy of Original Executed Special Warranty Deed recorded on 08/18/2020 as Instrument No. 2020-004195, records of Cassia Co., ID
4. Copy of Original Executed Special Warranty Deed recorded on 08/18/2020 as Instrument No. 2020-004196, records of Cassia Co., ID

Please make the necessary changes in the records to indicate new owner. Please send a receipted copy to TitleOne, P.O. Box 177, Burley, ID 83318 Attn: Ashley Martinkus

Should you have any questions, or if TitleOne may be of further assistance, please do not hesitate to contact Annette Roth at 208-881-0087.

Very truly yours,
TITLEONE

Ashley Martinkus
Ag Escrow Assistant

AR/nrg
Enc.

RECEIVED
SEP 22 2020
DEPT OF WATER RESOURCES
SOUTHERN REGION