

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?
47-16823	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-15265	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-16362	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

- | | | | |
|------------------------------|--|----------------|--|
| 2. Previous Owner's Name: | Manuel A. Faria and Mary H. Faria; Manuel Faria and Mary Faria | | |
| 3. New Owner(s)/Claimant(s): | Harmony Organic Dairy, LLC | | |
| | New owner(s) as listed on the conveyance document | Name connector | ☐ and ☐ or ☐ and/or |
| 2679 Poleline Rd. East | Twin Falls | ID | 83301 |
| Mailing address | City | State | ZIP |
| 208-308-2590 | seanmallett@msn.com | | |
| 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: July 6, 2017.

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):

☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ 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 # 47-15265

8. Signature:  Managing Member July 16, 2017
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 DM Date 9-11-2017 Receipt No. 5036352 Receipt Amt. \$15-

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 _____

17288751

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Manuel A. Faria and Mary H. Faria, also shown of record as Mary Faria, husband and wife, (collectively, "Grantor"), does hereby grant, bargain, sell and convey unto Harmony Organic Dairy, LLC, whose current mailing address is 2679 Poleline Rd. East, Twin Falls, Idaho 83301 ("Grantee"), the following described real property, located in Twin Falls County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 6 day of July, 2017.

Manuel A. Faria and Mary H. Faria, also shown of record as Mary Faria, husband and wife

By: Manuel A. Faria
Manuel A. Faria

By: Mary H. Faria
Mary H. Faria a/k/a Mary Faria

17288751

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DATED effective as of the 6 day of July, 2017.

Manuel A. Faria and Mary H. Faria, also shown of record as Mary Faria, husband and wife

By: Manuel A. Faria
Manuel A. Faria

By: Mary H. Faria
Mary H. Faria a/k/a Mary Faria

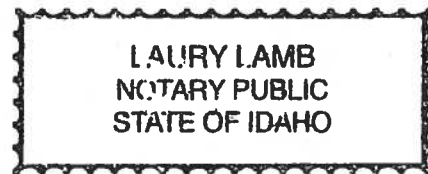
STATE OF IDAHO)

) ss.

COUNTY OF Twin Falls)

On this 6 day of July, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Manuel A. Faria, 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.

Laurie Lamb
Notary Public for Idaho
Residing at: Jerome, ID
My commission expires: 4/2/2022



STATE OF IDAHO)

) ss.

COUNTY OF Twin Falls)

On this 6 day of July, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary H. Faria a.k.a. Mary Faria, 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.

Laurie Lamb
Notary Public for Idaho
Residing at: Jerome, ID
My commission expires: 4/2/2022

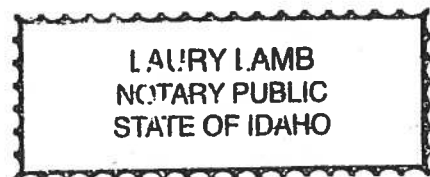


Exhibit A to Warranty Deed

PARCEL NO. 1:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: That portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner thereof;
Thence North along the West boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 688 feet;
Thence East parallel to the South boundary thereof, 900 feet;
Thence South 688 feet;
Thence West 900 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 24: Beginning at the center intersection of the Northeast corner of said Section;
Thence Southerly 517 feet;
Thence Westerly 2640 feet;
Thence Northerly 482 feet to the North boundary line;
Thence Easterly 2640 feet to THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$;

PARCEL NO. 4:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: S $\frac{1}{2}$ NE $\frac{1}{4}$;

PARCEL NO. 5:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: A parcel of land located in the SE $\frac{1}{4}$, and more particularly described as follows:

Commencing at the Southeast corner of said Section 13;
Thence North 00°47'05" East along the East boundary of the SE $\frac{1}{4}$ of Section 13 for a distance of 688.03 feet to THE TRUE POINT OF BEGINNING;
Thence North 89°45'00" West parallel with the South boundary of the SE $\frac{1}{4}$ of Section 13 for a distance of 2645.78 feet to a point on the West boundary of the SE $\frac{1}{4}$ of Section 13;
Thence North 00°41'34" East along the West boundary of the SE $\frac{1}{4}$, Section 13 for a distance of 1969.50 feet to the Northwest corner of the SE $\frac{1}{4}$ of Section 13;
Thence South 89°44'20" East along the North boundary of the SE $\frac{1}{4}$ of Section 13 for a distance of 2648.94 feet to the East Quarter corner of Section 13;
Thence South 00°47'05" West along the East boundary of the SE $\frac{1}{4}$ of Section 13 for a distance of 1969.01 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 6:

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: A tract of land being the East 1266.27 feet of the South 688 feet of the Southeast quarter.

PARCEL NO. 7

TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 13: A parcel of land in the Southeast Quarter, being more particularly described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West 1266.27 feet to THE TRUE POINT OF BEGINNING;
Thence North 688 feet;
Thence West 473.73 feet;
Thence South 688 feet;
Thence East 473.73 feet to THE TRUE POINT OF BEGINNING.

Exhibit B to Warranty Deed

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Premises, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources and shares in Salmon Dam Canal Company:

- 1) 47-16823 ✓
- 2) 47-15265
- 3) 47-16362
- 4) 565.45 shares in Salmon Dam Canal Company

Exhibit C to Warranty Deed

1. Taxes, including any assessments collected therewith, for the year 2017 which are a lien not yet due and payable.
2. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Salmon River Canal Company and the rights, powers, and easements of said company as provided by law.
3. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
4. Subject to Twin Falls Highway District right of way.
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company, a corporation

Purpose: Public Utilities

Recorded: January 29, 1982

Instrument No.: 816146

6. An easement for the purpose shown below and rights incidental thereto as set forth in document.

Granted to: Charles H. Jensen and Jolene G. Jensen

Purpose: Irrigation ditch or pipeline

Recorded: June 22, 1989

Instrument No.: 956593

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company, a corporation

Purpose: Public Utilities

Recorded: September 11, 1990

Instrument No.: 975810

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company, a corporation

Purpose: Public Utilities

Recorded: January 11, 1996

Instrument No.: 1996000504

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company, a corporation

Purpose: Public Utilities

Recorded: May 4, 2006

Instrument No.: 2006010722

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company, a corporation

Purpose: Public Utilities

Recorded: May 4, 2006

Instrument No.: 2006010723

11. Right-of-way or easement of 2700 North Road and 2700 East Road.

12. Right-of-way or easements of Twin Falls Canal Company.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 12, 2017

HARMONY ORGANIC DAIRY LLC
2679 POLELINE RD E
TWIN FALLS ID 83301

RE: Change of Ownership for Water Right No. 47-15265, 47-16362, and 47-16823

Dear Water Right Holder(s):

The Department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Benny Walker". The signature is written in dark ink and is positioned above the typed name and title.

Benny Walker
Senior Water Right Agent

Enclosure(s)



237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-3357
Fx. (866) 310-3443
www.titleonecorp.com

RECEIVED

SEP 11 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Dept. of Water Resources
Attn: Trish Fawcett
650 Addison Ave W, Ste 500
Twin Falls, ID 83301

Date: September 8, 2017

Re: Escrow No. 17288751 ~ Harmony Organic Dairy, LLC, an Idaho limited liability company

Dear Trish

In connection with the above referenced transaction, I am enclosing the following:

- Check No. 20780 in the amount of \$75.00
- Check No. 20766 in the amount of \$75.00
- Notice of Change in Water Right Ownership
- Notice of Security Interest in Water Right
- Copy of recorded Warranty Deed, Instrument No. 2017010556, Twin Falls County, Idaho
- Copy of recorded Mortgage, Instrument No. 2017011425, Twin Falls County, Idaho

If you have any questions, please do not hesitate to contact me.

Sincerely,

Laury Jo Lamb
(208) 324-3357
llamb@titleonecorp.com