

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

DEC 29 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

RECEIVED

JAN 03 2017

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" in the "Leased to Water Supply Bank?" column. 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?
35-2749 <i>OK</i>	Yes ☐	Yes ☐	35-12682 <i>OK</i>	Yes ☐	Yes ☐
35-7333 <i>OK</i>	Yes ☐	Yes ☐	35-12681 <i>OK</i>	Yes ☐	Yes ☐
35-7334 <i>OK</i>	Yes ☐	Yes ☐	35-10219 <i>OK</i>	Yes ☐	Yes ☐
35-7511 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-13482 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Northwind Properties, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Larson Road Farm, LLC a Delaware Limited Liability Company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1250 NE Loop 410 Suite 300 San Antonio TX 78209
Mailing address City State ZIP
- (210) 829-5512 lh@usfarmtrust.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: _____
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 # 35-2749

8. Signature: [Signature] President 12/23/16
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 [Signature] Date 12-29-2016 Receipt No. S035861 & S035862 Receipt Amt. \$150 - \$50-

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 [Signature] Processed by [Signature] Date 1/4/2017

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

Instrument # 427433
RIGBY, JEFFERSON, IDAHO
12-27-2016 02:15:33 PM No. of Pages: 7
Recorded for: TITLEONE BOISE
COLLEEN C POOLE Fee: \$28.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Recording Requested by and
After Recording Return to:

Attn: Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

112281956

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, NORTHWIND PROPERTIES LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto LARSON ROAD FARM LLC, a Delaware limited liability company, whose current mailing address is 1250 NE Loop 410, Suite 300, San Antonio, Texas 78209 ("Grantee"), the following described real property, located in Jefferson County, Idaho, to wit (collectively with appurtenances, the "Premises"):

See *Exhibit A* attached hereto and incorporated herein by this reference
(the "Land"),

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Land including, but not limited to, those described on *Exhibit B* reserving to Grantor no portions thereof, 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

Recording Requested by and
After Recording Return to:

Attn: Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

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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 23 day of December, 2016.

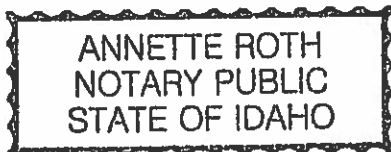
NORTHWIND PROPERTIES LLC,
an Idaho limited liability company

By: Bryan Searle
Name: Bryan Searle
Authorized Member

STATE OF IDAHO)
 : ss.
County of Bonneville)

On this 22 day of December, 2016, before me, a Notary Public in and for said state, personally appeared Bryan Searle, known or identified to me to be an authorized member of NORTHWIND PROPERTIES LLC, an Idaho limited liability company, and the person executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Annette Roth
Notary Public for Idaho
Residing at: Rupert, ID
My commission expires: 8-4-17

EXHIBIT A
Legal Description of the Land

Tract I: Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.

Section 25: Beginning at the Northeast Corner of the Southeast Quarter of said Section and running thence West 600 feet; thence South 800 feet; thence East 600 feet; thence North 800 feet to the Point of Beginning.

ALSO: Township 4 North, Range 35 East Boise Meridian, Jefferson County, Idaho. Section 25: Commencing at the Northeast Corner of the Southeast Quarter of Section 25 and running thence South 89°34'41" West a distance of 600.00 feet along the Half Section Line to the Point of Beginning, thence South 0°25'19" East a distance of 216.86 feet; thence North 62°32'47" West a distance of 463.82 feet to the Half Section Line at a point that is South 89°34'41" West a distance of 410 feet from the Point of Beginning; thence North 89°34'41" East a distance of 410 feet to the Point of Beginning.

EXCEPTING THEREFROM: Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.

Section 25: Commencing at the Northeast Corner of the Southeast Quarter of Section 25 and running thence South 0°25'19" East a distance of 800.00 feet along the Section line; thence South 89°34'41" West a distance of 130.77 feet to the True Point of Beginning, and the

beginning of a curve, concave to the Northwest, having a radius of 1230.14 feet, a central angle of 35°28'52", and a chord of 749.66 feet bearing North 39°10'19" West; thence South 0°25'19" East a distance of 584.65 feet; thence North 89°34'41" East a distance of 469.23 feet to the Point of Beginning.

TRACT 2: Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho.

Section 25: North Half.

Section 26: All.

Section 27: All.

EXCEPTING THEREFROM: Beginning at a point 2620 feet North of the Southwest Corner of said Section 27: thence East 700 feet; thence North 20 feet; thence in a Northwesterly direction 1022 feet to a point on the West Section line that is 3385 feet North of the Southwest Corner of said Section 27; thence South 765 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Part of the Northwest Quarter of the Southwest Quarter of Section 27, Township 4 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho, described as follows:

Beginning at a point that is North 00°07'03" East 1781.57 feet along the Section line from the Southwest corner of said Section 27 and running thence North 00°07'03" East 838.44 feet along said Section line to the South line of the property as described in Warranty Deed, Instrument No. 353321; thence South 89°52'57" East 768.22 feet along said South line

extended to a point on a curve; thence 1171.03 feet along said curve created from an existing irrigation pivot, Curve Data: Delta=47°56'38", Radius=1399.45 feet, Chord Bearing=South 42°36'54" West 1137.16 feet to the point of beginning.

TRACT 3: Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho. Section 30: Northwest Quarter; West Half Northeast Quarter.

ALSO: Beginning at the Northwest Corner of the Southwest Quarter of Section 30,

Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho; thence East 1400 feet; thence South 400 feet; thence West 1400 feet; thence North 400 feet to the Place of Beginning. Also described as: Beginning at the Northwest Corner of Lot 3, Section 30, Township 4 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, thence East 1400 feet; thence South 400 feet; thence West 1400 feet; thence North 400 feet to the place of beginning.

Excepting Therefrom: Beginning at the Southwest corner of said Section 30; thence N00°14'15"E along the West line of said Section 30 for a distance of 2251.26 feet; thence N89°57'18"E for a distance of 506.00 feet to the True Point of Beginning. Thence N28°20'00"E for a distance of 31.00 feet; thence N57°48'00"E for a distance of 134.00 feet to the Beginning of a Non-Tangent Curve Left; thence along said Curve, Delta= 16°06'52" Radius= 512.00' Arc= 144.00' for a Chord Distance of 143.53 feet and a Chord Bearing of N73°36'57"E to the End of said Curve Left said point also being the Beginning of a Non-Tangent Curve Right; thence along said Curve, Delta=18°38'41" Radius=1955.00' Arc=636.18' for a Chord Distance of 633.38 feet and a Chord Bearing of N83°19'20"E to the End of said Curve Right; thence S00°14'15"W for a distance of 212.13 feet; thence S89°57'18"W for a distance of 894.00 feet to the True Point of Beginning.

TRACT 4

Township 4 North, Range 36 East of the Boise Meridian, Section 30; Beginning at the Southwest Corner of said Section 30; thence N00°14'15"E for a distance of 2651.26 feet to the West Quarter (W1/4) Corner of said Section 30; thence N89°57'18"E along the North line of the Southwest Quarter (SW1/4) of said Section 30 for a distance of 1400.00 feet to the True Point of Beginning. thence N89°57'18"E along said North line for a distance of 676.71 feet; thence S00°14'15"W for a distance of 194.41 feet to the Beginning of a Non-Tangent Curve Right; thence along said Curve, Delta =24°35'00" Radius= 1112.00' Arc= 477.11' for a Chord Distance of 473.46 feet and a Chord Bearing of S87°59'30"W to the End of said Curve Right; thence N83°39'44"W for a Distance of 204.76 feet; thence N00°14'15"E for a distance of 187.87 feet to the True Point of Beginning.

Subject to: Easements and Right-of-Ways for highways, roads, ditches, canals, power poles, and transmission lines as they exist.

EXHIBIT B
Water Rights

The following Water Rights identified in the records of the Idaho Department of Water Resources:

35-2749

35-7333

35-7334

35-7511

35-13482

35-12682

EXHIBIT C
Permitted Exceptions

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
2. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; whether or not the matters excepted under (a) or (b) are shown by the public records.
3. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
4. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Utah Power & Light Company
Purpose: Public Utilities
Recorded: November 1, 1961
Instrument No.: Book 166 of Misc., Page 234

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

Granted to: Jefferson County
Purpose: Public Utilities
Recorded: September 25, 1975
Instrument No.: 176990

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

Granted to: Utah Power & Light Company
Purpose: Public Utilities
Recorded: April 18, 1974
Instrument No.: 170169

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

Granted to: Utah Power & Light Company
Purpose: Public Utilities

Recorded: November 6, 1975
Instrument No.: 177451

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

Granted to: Utah Power & Light Company
Purpose: Public Utilities
Recorded: November 6, 1975
Instrument No.: 177452

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

Granted to: Utah Power & Light Company
Purpose: Public Utilities
Recorded: October 11, 1977
Instrument No.: 188433

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

Granted to: Utah Power & Light Company
Purpose: Public Utilities
Recorded: June 26, 1978
Instrument No.: 192950

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

Granted to: PacifiCorp
Purpose: Public Utilities
Recorded: February 1, 1995
Instrument No.: 275441



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

January 6, 2017

C.L. "BUTCH" OTTER
Governor

Larson Road Farm LLC
1250 NE Loop 410 Ste 300
San Antonio TX 78209

GARY SPACKMAN
Director

RE: Change of Ownership for Water Right No(s). 35-2749, 35-7333, 35-7334, 35-7511, 35-13482, 35-12682, 35-12381 & 35-10219

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. 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 deliberately abandoned or 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,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 120
Bonneville Jefferson Ground Water District
Title One



December 28, 2016

Trish Fawcett
ID Dept. of Water Resources
650 Addison Avenue West, Suite 500
Twin Falls, ID 83301

RE: TitleOne File No. 16281956

Dear Trish:

Enclosed with this letter please find the following:

1. Land Title and Escrow, Inc. dba TitleOne's check no. 8449 payable to the Idaho Department of Water Resources in the amount of \$150.00 for water transfer fee.
2. Givens Pursley LLP's check no. 31656 payable to the Idaho Department of Water Resources in the amount of \$50.00 for water transfer fee.
3. The original executed Notice of Change in Water Right Ownership.
4. A copy of the recorded Warranty Deed

Please make the necessary changes in the records to indicate Larson Road Farm, LLC as the new owner. Please send a receipted copy to this office.

Should you have any questions, or if TitleOne may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
Fed Ex

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SOUTHERN REGION

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Department of Water Resources
Eastern Region