

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 30 2015

Department of Water Resources
Eastern 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?
13-02268	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dunes Dairy, Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Carolina Rising, LLC
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- 4856 W. 100 S. Weston ID 83286
Mailing address City State ZIP
- 435 512-0707 tyler.bowles@cr.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: November 19, 2015.
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.

8. Signature: [Signature] Maria Mungia 12/26/15
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Maria Mungia 12-26-15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 12-30-2015 Receipt No. E041720 Receipt Amt. 25.00

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 [Signature] Approved by [Signature] Processed by [Signature] Date 1/13/2016

RECORDING REQUESTED BY
First American Title Company

266049 1-3

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

Recorded at the request of
First American
Time 2:46 Amount \$ 16.00

NOV 19 2015

SHAUNA T. GEDDES, RECORDER
By C. Lash Deputy
Franklin County, Idaho

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 568546-P (mr)

Date: November 18, 2015

For Value Received, **Dunes Dairy, Inc.**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Carolina Rising, LLC**, hereinafter called the Grantee, whose current address is 4856 W. 100 S., **Weston, ID 83286**, the following described premises, situated in **Franklin County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 11/18/2015

Warranty Deed
- continued

File No.: 568546-P (mr)

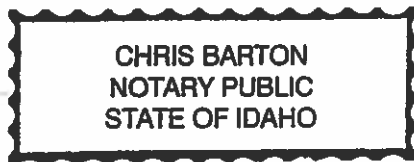
Dunes Dairy, Inc.

By: Justin A Roberts
Name: Justin Roberts
Title: Authorized Signor

By: Jennifer Roberts
Name: Jennifer Roberts
Title: Authorized Signor

STATE OF Idaho)
SS.
COUNTY OF Franklin)

On this **11/19/2015**, before me, a Notary Public in and for said State, personally appeared **Justin Roberts and Jennifer Roberts**, known or identified to me, to be the **Authorized Signers** of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



Notary Public of Idaho
Residing at: Preston, ID
Commission Expires: ~~10-26-2021~~

11-13-2018

Date: 11/18/2015

Warranty Deed
- continued

File No.: 568546-P (mr)

EXHIBIT A

A parcel of land located in the North Half of the southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 5, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Beginning at the West Quarter corner of said Section 5, from which the Southwest corner of Section 5 bears South 00° 33' 04" West;

Thence South 89° 29' 00" East 1682.25 feet along the North boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ to a 5/8" rebar and cap labeled "A.L.S. PLS 9163";

Thence South 00° 33' 04" West 1293.04 feet to a 5/8" rebar and cap;

Thence North 89° 35' 50" West 1682.26 feet to a 5/8" rebar and cap at the West boundary of said Section 5;

Thence North 00° 33' 04" East 1296.39 feet along said West boundary to the Point of Beginning.

Buy-Sell Agreement

Date: August 27, 2015

Buyer: Tyler J. Bowles and Marni G. Bowles

Seller: Dunes Dairy, Inc. and/or Justin N. Roberts and Jennifer D. Roberts

Whereas, Seller desires to sell to Buyer, and Buyer desires to buy from Seller, on the terms and conditions specified herein, the real and personal property described herein, and

Whereas, the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions of this transaction;

Now, therefore, the parties hereto do agree as follows:

1. **Real Estate and Water Right:** Seller agrees to sell and buyer agrees to buy the fifty (50) acre property commonly known as the Dunes Dairy (the Dairy) along with the fixtures, dairy barn and milking equipment, home, and calf hutches located on this property and transfer the 0.42 CFS water right associated with the Dunes Dairy (Transfer No. 5587 and Water Right No. 13-02268) for a price of six hundred and eighty five thousand dollars (\$685,000). The legal description to this property is provided in Exhibit A.
2. Seller agrees to sell and Buyer agrees to buy the cattle and equipment as described and priced in Exhibit B. Buyer has the right to inspect and reject up to 15 mature cows.
3. Seller agrees to sell and Buyer agrees to buy the Seller's feed inventory on hand at the time of closing.
4. All taxes and assessments on the real property shall be prorated between the parties as of the Closing Date.
5. Seller shall obtain within a reasonable time an appropriate policy of title insurance. Buyer shall have ten days after the receipt of the title insurance commitment to object to noted defects in writing.
6. At Closing, Seller shall execute a good and sufficient Warranty Deed to the above described real estate naming Seller as the Grantor and the Buyer as Grantee free from all encumbrances except those of record.

7. Buyer covenants that he has inspected the real estate, equipment, and cattle included in this agreement and accepts the sale on an "as is" basis so far as the condition thereof is concerned with the exception of the noted right to reject up to 15 mature cows.

8. A week prior to the Closing Date, the Buyer will have a veterinary preg check heifers and cows assumed to be pregnant but without a previous confirmation of pregnancy. At that point in time, Buyer and Seller will weigh samples of calves and agree on the number in each class of cattle listed in Exhibit B and calculate the total price accordingly.

9. A week prior to the Closing Date, the Buyer and Seller will weigh samples of commodities listed in Exhibit B and agree on the quantity of each class of commodity listed in Exhibit B and calculate the total price accordingly.

10. Buyer and Seller agree to share equally the recording and title company documentation fees associated with this transaction. Buyer agrees to pay for the cost of an appraisal should one be required by the Buyer's bank. Seller agrees to pay the cost associated with a survey of the fifty (50) acre property and the brand inspection on the cattle.

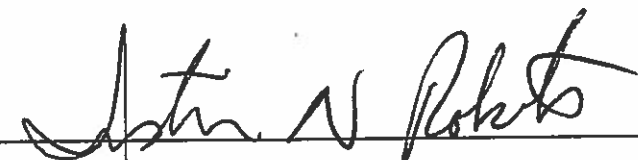
11. This agreement is subject to the Buyer being able to successfully (i) obtain a milk permit; (ii) enter into an agreement with either Gosners or DFA to allow the Buyer to ship milk to one of these processors; and (iii) execute a Nutrient Management Plan with the Idaho Department of Agriculture.

12. Pressure washer, van body, fuel tanks, and portable shed are not part of the real estate and shall remain the property of the Seller.

13. Closing of this transaction shall be held between November 1, 2015 and December 1, 2015. Any extension will be agreed upon in writing by both parties.

14. Should the real or personal property described herein be materially damaged by fire or otherwise prior to the closing of this transaction, Buyer and Seller agree to negotiate in good faith for a reasonable adjustment to the purchase price.

In witness whereof, the parties have executed this Agreement the day and year first written.

Seller:  9-11-15

Buyer:  9/11/15

Amendment to Buy-Sell Agreement

Date: October 28, 2015

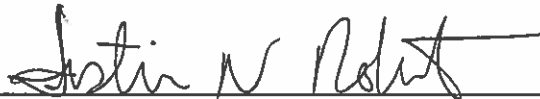
Whereas, in the Buy-Sell Agreement (Agreement) dated August 27, 2015, the Buyer is listed as Tyler J. Bowles and Marni G Bowles, and

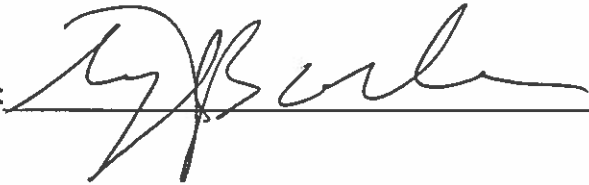
Whereas, the parties hereto desire to amend that Agreement to specify a substitute Buyer;

Now, therefore, the parties hereto do agree as follows:

1. The Buyer of the Real Estate is **Carolina Rising, LLC**.
2. The Buyer of the Personal Property is **Bowles Rafter 4 Dairy, LLC**.

In witness whereof, the parties have executed this Amendment to the Agreement the day and year first written.

Seller: 

Buyer: 



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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 15, 2016

Carolina Rsing LLC
4856 W 100 S
Weston ID 83286

RE: Change of Ownership for Water Right No(s). 13-2268

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 11