

Skinner, Corey

From: Greg Sullivan [greg.sullivan@brockwayeng.com]
Sent: Thursday, July 10, 2014 2:02 PM
To: Skinner, Corey
Subject: FW: Four Sisters Executed Docs
Attachments: DOC071014-002.pdf

Corey,

See the attached agreements regarding the Leno transfers.

Greg Sullivan
Brockway Engineering
2016 N. Washington St. Suite 4
Twin Falls, Id 83301
208-736-8543

From: Leslie Iversen [<mailto:liversen@clearcreekag.com>]
Sent: Thursday, July 10, 2014 2:00 PM
To: greg.sullivan@brockwayeng.com
Cc: hank hafliger
Subject: Four Sisters Executed Docs

Greg,
]

At the direction of Hank Hafliger, attached are the two executed documents for the water transfer project.

Leslie Iversen

Clear Creek Land & Mortgage
409 Shoshone Street S, Suite 25
PO Box 1598 (mailing)
Twin Falls, Idaho 83303
208.734.6622 phone
208.734.0745 fax
liversen@clearcreekag.com

THIS ELECTRONIC MESSAGE, INCLUDING ANY ACCOMPANYING DOCUMENTS, IS CONFIDENTIAL, intended for the sole use of the addressee(s), and may contain information that is privileged and exempt from disclosure under applicable law. If you are neither the intended recipient nor responsible for delivering the message to the intended recipient, please note that any dissemination, distribution, copying or the taking of any action in reliance upon the message is strictly prohibited. If you have received this communication in error, please notify the sender immediately. Thank you.

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Version: 2012.0.2247 / Virus Database: 3955/7327 - Release Date: 07/10/14

RECEIVED

JUL 10 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGION

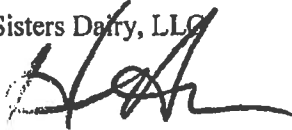
CONTRACT OF AGREEMENT

To Whom It May Concern,

Thomas and Dorothy Leno own water right 47-17589 that will provide a discharge rate of 0.42 cubic feet per second and an annual volume of 66.0 acre feet. This water will be beneficially used as stock and commercial water on a dairy facility south of Filer, Idaho that is currently owned by Four Sisters Dairy, LLC. The dairy facility is located at Township 11 South Range 16 East Section 6 NE ¼.

The ownership of the 0.42 cfs and 66.0 acre feet of stock and commercial water will be retained by Thomas and Dorothy Leno.

Four Sisters Dairy, LLC



Name



Title

Date:

7/10/14

EC-1940
TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - BURL
11:04:56 AM 06-26-2014
2014010487
NO. PAGES 5 FEE: \$22.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

(Space above reserved for Recorder's Office)

QUITCLAIM DEED

For Value Received,

Henry Calvin Hafliger, Jr., also known as Hank Hafliger, a single man (the
"Grantor")

does hereby convey, remise, release and forever quitclaim unto

Four Sisters Dairy, LLC, an Idaho limited liability company (the "Grantee")

whose current address is

P.O. Box 105, Twin Falls, ID 83303-0105

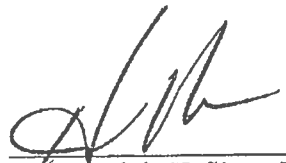
any and all of his interest in and to the following described real property, together with all
improvements thereon, to-wit:

See Exhibit A attached hereto.

This deed is intended to convey to the Grantee all right, title and interest of the Grantor in
and to said property, now owned or hereafter acquired.

Dated this 25 day of June, 2014.

GRANTOR



Henry Calvin Hafliger, Jr., a/k/a Hank
Hafliger

EC-1940

Recorded Electronically	
ID	2014010487
County	Twin Falls County
Date	06-24-2014 Time 11:04:50 AM
Simplifile.com 800.480.6657	

(Space above reserved for Recorder's Office)

QUITCLAIM DEED

For Value Received,

Henry Calvin Hafliger, Jr., also known as Hank Hafliger, a single man (the "Grantor")

does hereby convey, remisc, release and forever quitclaim unto

Four Sisters Dairy, LLC, an Idaho limited liability company (the "Grantee")

whose current address is

P.O. Box 105, Twin Falls, ID 83303-0105

any and all of his interest in and to the following described real property, together with all improvements thereon, to-wit:

See Exhibit A attached hereto.

This deed is intended to convey to the Grantee all right, title and interest of the Grantor in and to said property, now owned or hereafter acquired.

Dated this 25 day of June, 2014.

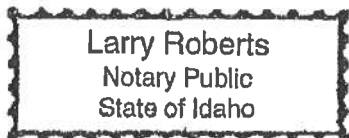
GRANTOR



Henry Calvin Hafliger, Jr., a/k/a Hank
Hafliger

STATE OF IDAHO)
 : ss.
County of TWIN FALLS)

On this 25 day of June, in the year 2014, before me, a notary public for the State of Idaho, personally appeared **Henry Calvin Hafliger, Jr., a/k/a Hank Hafliger**, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me on this day under oath, that, being informed of the contents of this deed, he executed the same as his free and voluntary act and deed.





Notary Public for the State of Idaho
Residing at: TWIN FALLS, ID
My Commission Expires: 6-30, 2015

Exhibit A

REAL PROPERTY LEGAL DESCRIPTION

[to be attached].

CONTINUATION

SCHEDULE A

Order Number: 4852

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 5: Lot 4 and a parcel of land in the Northwest corner of Lot 3, more particularly described as follows:

Beginning at the Northwest corner of Lot 3;
Thence South on the West boundary line of Lot 3 for a distance of 347 feet;
Thence East for 60 feet;
Thence North along a line parallel with the West boundary line of Lot 3 for a distance of 347 feet to the
North boundary line of Lot 3;
Thence West along the North boundary line of Lot 3 to the Point of Beginning.

AND

Section 5: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

SAVE AND EXCEPT the following described parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Beginning on the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ at a point 362 feet West from the Southeast corner of
said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 56°36' West for 202.5 feet;
Thence South 37°44' West for 139.5 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence East for 254 feet on the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 6: Lots 3, 4 and 5; SE $\frac{1}{4}$ NW $\frac{1}{4}$

SAVE AND EXCEPT the following described:

A parcel of land located in Lots 3 and 4, more particularly described as follows:

Commencing at the Northeast section corner of said Section 6; Thence West for 3746.13 feet along the
North boundary line of said Section 6; Thence South 2°04'34" West for 25.02 feet to the Point
of Beginning;
Thence continuing South 2°04'34" West for 272.25 feet;
Thence West for 320.00 feet along a line parallel to the North boundary line of said Section 6;
Thence North 2°04'34" East for 272.25 feet;
Thence East for 320.00 feet along a line parallel to and 25.00 feet South of the North boundary line of
said Section 6 to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 5: S $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

-continued-

SCHEDULE A

PARCEL NO. 4:

Section 6: Lot 1; SB¼NE¼; E¼SE¼
Lot 2; SW¼NE¼; NW¼SE¼; SW¼SE¼

Commencing at the Northeast corner of Section 6; Thence South 00°05'00" West for 1704.91 feet along the East boundary to the Point of Beginning;
Thence continuing South 00°05'00" West for 360.97 feet along the East boundary of Section 6;
Thence North 89°55'00" West for 603.38 feet;
Thence North 00°05'00" East for 360.97 feet;
Thence South 89°55'00" East for 603.38 feet to the Point of Beginning.

PARCEL NO. 5:

Section 7: N½NE¼; SE¼NE¼; E½SE¼

PARCEL NO. 6:

Section 8: W½; W½E½

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged
L & S LAND HOLDINGS, LLC, an Idaho limited liability company, the "Grantor", hereby
grants, bargains, sells, and conveys unto **FOUR SISTERS DAIRY, LLC**, an Idaho limited
liability company, whose address is P.O. Box 105, Twin Falls, ID 83303-0105, the "Grantee", all
of the Grantor's undivided one-half interest in and to the following described premises located in
Twin Falls County, Idaho, to wit:

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 5: Lot 4 and a parcel of land in the Northwest corner of Lot 3, more particularly
described as follows:

Beginning at the Northwest corner of Lot 3;
Thence South on the West boundary line of Lot 3 for a distance of 347 feet;
Thence East for 60 feet;
Thence North along a line parallel with the West boundary line of Lot 3 for a
distance of 347 feet to the North boundary line of Lot 3;
Thence West along the North boundary line of Lot 3 to the Point of Beginning.

AND

Section 5: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

SAVE AND EXCEPT the following described parcel of land located in the
NW $\frac{1}{4}$ SW $\frac{1}{4}$;

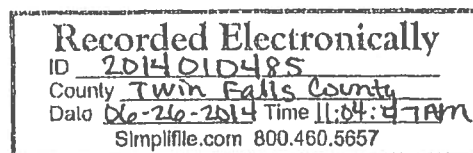
Beginning on the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ at a point 362 feet West from the
Southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 56°36' West for 202.5 feet;
Thence South 37°44' West for 139.5 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence East for 254 feet on the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the Point of
Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 6: Lots 3, 4 and 5; SE $\frac{1}{4}$ NW $\frac{1}{4}$

SAVE AND EXCEPT the following described:



SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged **L & S LAND HOLDINGS, LLC**, an Idaho limited liability company, the "Grantor", hereby grants, bargains, sells, and conveys unto **FOUR SISTERS DAIRY, LLC**, an Idaho limited liability company, whose address is P.O. Box 105, Twin Falls, ID 83303-0105, the "Grantee", all of the Grantor's undivided one-half interest in and to the following described premises located in Twin Falls County, Idaho, to wit:

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 5: Lot 4 and a parcel of land in the Northwest corner of Lot 3, more particularly described as follows:

Beginning at the Northwest corner of Lot 3;
Thence South on the West boundary line of Lot 3 for a distance of 347 feet;
Thence East for 60 feet;
Thence North along a line parallel with the West boundary line of Lot 3 for a distance of 347 feet to the North boundary line of Lot 3;
Thence West along the North boundary line of Lot 3 to the Point of Beginning.

AND

Section 5: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

SAVE AND EXCEPT the following described parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Beginning on the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ at a point 362 feet West from the Southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 56°36' West for 202.5 feet;
Thence South 37°44' West for 139.5 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence East for 254 feet on the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 6: Lots 3, 4 and 5; SE $\frac{1}{4}$ NW $\frac{1}{4}$

SAVE AND EXCEPT the following described:

WARRANTY DEED - 1

Z:\HAFL\HAFL-008 (Rock Creek 3 P&S)\Special Warranty Deed (6-13-14).doc

A parcel of land located in Lots 3 and 4, more particularly described as follows:

Commencing at the Northeast section corner of said Section 6; Thence West for 3746.13 feet along the North boundary line of said Section 6; Thence South 2°04'34" West for 25.02 feet to the Point of Beginning; Thence continuing South 2°04'34" West for 272.25 feet; Thence West for 320.00 feet along a line parallel to the North boundary line of said Section 6; Thence North 2°04'34" East for 272.25 feet; Thence East for 320.00 feet along a line parallel to and 25.00 feet South of the North boundary line of said Section 6 to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 5: S½SW¼; SW¼SE¼

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 6: Lot 1; SE¼NE¼; E½SE¼
Lot 2; SW¼NE¼; NW¼SE¼; SW¼SE¼

SAVE AND EXCEPT the following described:

Commencing at the Northeast corner of Section 6; Thence South 00°05'00" West for 1704.91 feet along the East boundary to the Point of Beginning; Thence continuing South 00°05'00" West for 360.97 feet along the East boundary of Section 6; Thence North 89°55'00" West for 603.38 feet; Thence North 00°05'00" East for 360.97 feet; Thence South 89°55'00" East for 603.38 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 7: N½NE¼; SE¼NE¼; E½SE¼

PARCEL NO. 6:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 8: W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$

Together with all water rights appurtenant thereto.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on EXHIBIT A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

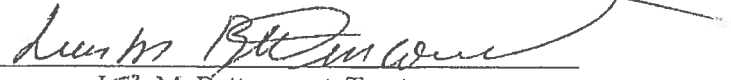
Grantor warrants that it is the owner in fee simple of such undivided one-half interest in the Property, that the Grantor has not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 25 day of June, 2014.

"GRANTOR"

L & S LAND HOLDINGS, LLC, an Idaho limited liability company

By: **LUIS M. AND SHARON BETTENCOURT 2008 TRUST U/A/D 3/5/2008**,
a Revocable Trust, Member

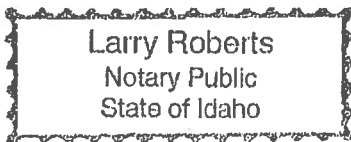
By: 
Luis M. Bettencourt, Trustee

By: 
Sharon Bettencourt, Trustee

STATE OF IDAHO)
)ss.
County of TWIN FALLS

On this 25 day of JUNE, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LUIS M. BETTENCOURT and SHARON BETTENCOURT, Trustees of the Luis M. and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, Member of L & S LAND HOLDINGS, LLC., known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said trust as member of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.




NOTARY PUBLIC for IDAHO
Residing at TWIN FALLS, ID
Commission Expires 6-30-15

EXHIBIT A

1. The second one-half of the 2013 taxes.
2. Taxes for 2014 and subsequent years, a lien, but not yet due or payable.
3. Levies and assessments of the Salmon River Canal Company, LTD and the rights, powers and easements of said District as by law provided.
4. Liens, levies, and assessments of the Twin Falls Canal Company, and the rights, powers, and easements of said Company as by law provided.
5. Rights of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
6. Conveyance of Easement between The Oregon Mortgage Company, Limited, a corporation, and Peoples-Pittsburgh Trust Company, a corporation, dated April 12, 1938 and recorded October 20, 1939 as Instrument No. 303738, records of Twin Falls County. (Affecting only the SE1/4SE1/4 of Section 7, Township 11 South, Range 16 East of the Boise Meridian).
7. Right of Way and reservation in Details of Grant dated February 10, 1961 and recorded February 16, 1961 as Instrument No. 500690, records of Twin Falls County, Idaho.
8. Power Line Easement from Toni Hafliger and Hank Hafliger, to Idaho Power Company, a corporation, dated February 18, 2000 and recorded July 28, 2000 as Instrument No. 2000-011494, records of Twin Falls County, Idaho. (Affecting only the E1/2NE1/4 of Section 6, Township 11 South, Range 16 East of the Boise Meridian).
9. Liquid Effluent and Fiber off-take Agreement as disclosed by Memorandum of Liquid Effluent and Fiber Off-Take Agreement by and between Bettencourt Dairies, LLC, an Idaho limited liability company, L & S Land Holdings, LLC, a limited liability company and New Energy One, LLC, an Idaho limited liability company, dated May 9, 2011 and recorded September 9, 2011 as Instrument No. 2011-016959, records of Twin Falls County, Idaho.

Subordination of Liquid Effluent and Fiber off-take Agreement recorded June 3, 2013, as Instrument No. 2013-012003, records of Twin Falls County, Idaho.
10. Manure Supply Agreement as disclosed by Memorandum of Manure Supply Agreement by and between Bettencourt Dairies, LLC, an Idaho limited liability company, L & S Land Holdings, LLC, a limited liability company and New Energy One, LLC, an Idaho limited liability company, dated May 9, 2011 and recorded September 9, 2011 as Instrument No. 2011-016961, records of Twin Falls County, Idaho.

Subordination of Liquid Effluent and Fiber off-take Agreement recorded June 3, 2013, as Instrument No. 2013-012003, records of Twin Falls County, Idaho.

11. Easement from L & S Land Holdings, LLC, an Idaho company, to Idaho Power Company, a Corporation, dated December 19, 2011 and recorded January 19, 2012 as Instrument No. 2012-001024, records of Twin Falls County, Idaho. (Affecting only the NE1/4 of Section 6, Township 11 South, Range 16 East of the Boise Meridian).
12. Easement from L & S Land Holdings, LLC, an Idaho company, to Idaho Power Company, a Corporation, dated January 31, 2012 and recorded February 13, 2012 as Instrument No. 2012-002668, records of Twin Falls County, Idaho. (Covers the SE1/4NE1/4 of Section 6, Township 11 South, Range 16 East of the Boise Meridian.)
13. Mortgage to secure an original indebtedness of \$2,000,000.00, and any other amounts and/or obligations secured thereby.

Dated: May 31, 2013
Recorded: May 31, 2013, as Instrument No. 2013-011946, records of Twin Falls County, Idaho
Mortgagor: Henry Calvin Hafliger, Jr., aka Hank Hafliger
Mortgagee: John Beukers and Ruth Beukers, husband and wife
Modification Agreement recorded June 20, 2013, Instrument No. 2013-013601, records of Twin Falls County, Idaho

14. Mortgage to secure an original indebtedness of \$1,800,000.00, and any other amounts and/or obligations secured thereby.

Dated: May 31, 2013
Recorded: May 31, 2013, as Instrument No. 2013-011947, records of Twin Falls County, Idaho
Mortgagor: Henry Calvin Hafliger, Jr., aka Hank Hafliger
Mortgagee: L & S Land Holdings, LLC, an Idaho limited liability company
Modification Agreement recorded June 20, 2013, Instrument No. 2013-013602, records of Twin Falls County, Idaho.