

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 24 2013
DEPT. OF WATER RESOURCES
SOUTHERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-2345A	Yes ☐	47-7075A	Yes ☐		Yes ☐
47-2346A	Yes ☐	47-7136A	Yes ☐		Yes ☐
47-2347A	Yes ☐	47-17187	Yes ☐		Yes ☐
47-7075B	Yes ☐	47-10410	Yes ☐		Yes ☐
47-7136B	Yes ☐	47-14153	Yes ☐		Yes ☐

2. Previous Owner's Name: Flying D, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Salmon Falls Farm, LLC
Name of each new owner as listed on the conveyance document
- New owner continued Name connector ☐ and ☐ or ☐ and/or
160904 Juanita Dr., NE, Suite 269, Kenmore, WA 98028
Mailing address
- City _____ State _____ ZIP _____
- 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: 12-31-2012

6. 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.

7. Signature: BY: [Signature] member 12-31-12
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date
- Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 1-25-2013 Receipt No. 5033005 Receipt Amt. \$250-

Approved by _____ Processed by _____ Date _____

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA
IN FILE # 47-2345A

COPY

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Recorded Electronically	
ID	2012025479
County	Lewis Falls
Date	12-31-12
Time	2:31 pm
Simplifile.com 800.460.5657	

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, FLYING D, L.L.C., an Idaho limited liability company ("**Grantor**"), conveys, grants and warrants to SALMON FALLS FARM, LLC, an Idaho limited liability company, ("**Grantee**"), whose address is 160904 Juanita Dr. NE, Suite 269, Kenmore, WA 98028 and its successors and assigns forever, the real property described on the attached Exhibit A:

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, Grantor's right title and interest in State of Idaho water rights listed on the attached Exhibit B, all other water rights and entitlements to receive water under ditch or canal company shares or otherwise, in anywise appertaining to the property herein described as well in law as in equity.

This conveyance, however, is SUBJECT TO taxes and assessments for the year 2012 and all subsequent years; any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record; those Permitted Exceptions listed on ***Schedule 1*** attached hereto; and to any existing tenancies, all zoning and property use laws and ordinances, ditch rights, and to any state of facts an accurate survey or inspection of the premises would show (collectively the "***Permitted Encumbrances***").

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - JERO
02:31:02 PM 12-31-2012
2012025479
NO. PAGES 6 FEE: \$25.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

(Space Above For Recorder's Use)

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The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all liens, claims and encumbrances, excepting the Permitted Encumbrances, and that Grantor will warrant and defend the same from all lawful claims, except for any claims arising from the Permitted Encumbrances.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 31st day of December, 2012.

GRANTOR:

Flying D, L.L.C.

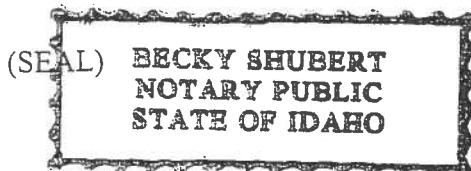
Date: 12/31/12

By: Jeff Driscoll
Jeff Driscoll,

STATE OF IDAHO)
COUNTY OF Jerome) ss.

On this 31st day of December, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Jeff Driscoll**, known or identified to me to be the manager or member of the limited liability company that executed the within instrument or the person who 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 in this certificate first above written.



Becky Shubert
NOTARY PUBLIC
Residing at: Jerome ID
Commission expires: 02-22-2017

EXHIBIT A – Legal Description

Parcel No. 1:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 10: S $\frac{1}{4}$ SE $\frac{1}{4}$; That portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ described as follows:

BEGINNING at a point on the Westerly boundary line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
THENCE from said point of beginning South along the Western boundary line of said property a distance of 350 feet to the Southwest corner of said property;
THENCE East along the Southern boundary line of said property a distance of 1320 feet to a point which is the Southeast corner of said property;
THENCE North along the Eastern boundary line of said property a distance of 450 feet to a point;
THENCE Southwesterly on a straight line to the POINT OF BEGINNING.

AND

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

BEGINNING at the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE North along the East boundary line of said property a distance of 302.5 feet to a point;
THENCE West on a straight line a distance of 302.5 feet to a point;
THENCE South on a straight line a distance of 302.5 feet to a point on the Southern boundary of said property;
THENCE East along the Southern boundary line of said property a distance of 302.5 feet to the POINT OF BEGINNING.

Parcel No. 2:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 14: W $\frac{1}{2}$

Parcel No. 3:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 15: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel No. 4:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 15: NW $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{4}$ NE $\frac{1}{4}$

Parcel No. 5:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 22: The South one-third of the Northeast Quarter of the Northeast Quarter;
The South one-half of the Northeast Quarter;
The South one-half of the Northwest Quarter

-Continued-

Parcel No. 6:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 22: $N\frac{2}{3}NE\frac{1}{4}NE\frac{1}{4}$

Parcel No. 7:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 22: The Northeast Quarter of the Southwest Quarter,
The North one-half of the Southeast Quarter,
The Southeast Quarter of the Southeast Quarter

Parcel No. 8:

Township 9 South, Range 13 East of the Boise Meridian, Twin Falls County, Idaho

Section 23: The Northwest Quarter of the Southwest Quarter

Parcel No. 9:

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 23: $N\frac{2}{3}N\frac{1}{2}NW\frac{1}{4}$

Parcel No. 10:

Township 9 South, Range 13 East of the Boise Meridian, Twin Falls County, Idaho

Section 23: The South one-third of the North one-half of the Northwest Quarter;
The South one-half of the Northwest Quarter

Parcel No. 11:

Township 9 South, Range 13 East of the Boise Meridian, Twin Falls County, Idaho

Section 27: The West one-half

EXHIBIT B – Water Rights

Irrigation Water Rights
47-2345A
47-2346A
47-2347A
47-7075A
47-7075B
47-7136A
47-7136B
47-17187
Domestic Water Rights
47-10410
47-14153

SCHEDULE 1 – Permitted Encumbrances

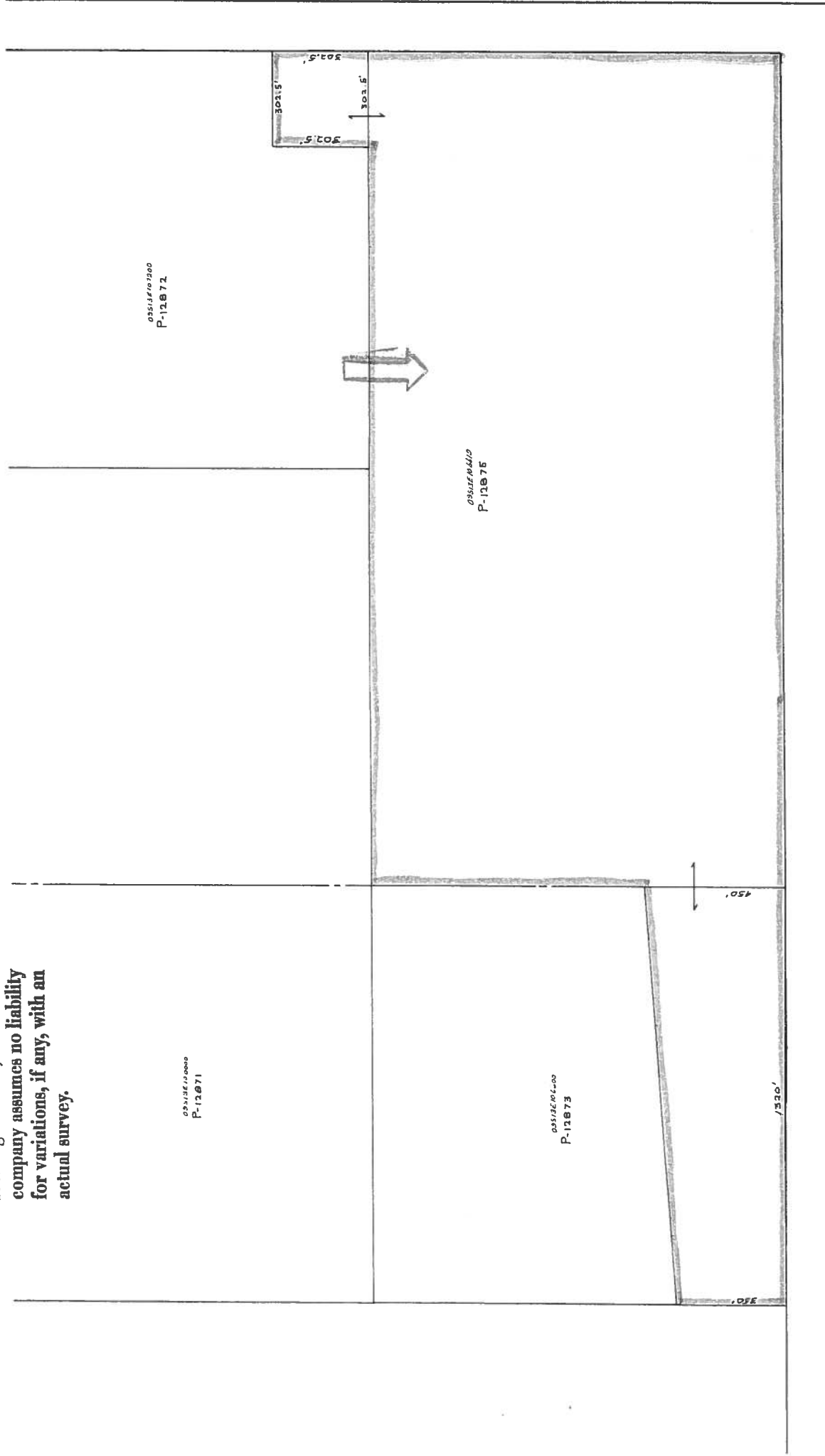
1. Lease dated October 9, 2008, and amended on April 6, 2012, by and between Seller, as Landlord, and Visser Holsteins, a California general partnership, dba Eagle View Farms, an Idaho general partnership, as Tenant.
2. Unwritten, month-to-month lease of a house that is situated on the Property.
3. All permits and agreements with the U.S. Bureau of Land Management concerning the Property, including but not limited to that grant no. 014228, recorded as instrument no. 564160, that provides for the location and maintenance of the irrigation system for the Property that crosses land managed by the BLM beginning at Salmon Falls Creek and extending to the Property.
4. Exceptions listed in the attached Schedule B-Section II of Title Policy Commitment No. 3934, issued by Land Title and Escrow Corp. except as otherwise stated below:
 - a. Permitted Encumbrances in Exception 3 are limited to those created prior to Seller's ownership of the Property and that encumber the Property as security for a financial obligation.
 - b. With respect to Exceptions 5 and 6, Permitted Exceptions are limited to those liens not created by Seller or its members.
 - c. Exception 8 is not included as a Permitted Exception. Seller shall be responsible for real property taxes on the Property for 2012 and prior years.

^a Data courtesy of University of California, Irvine, for the 1990s; otherwise, data are from the authors.^a Data courtesy of University of California, Irvine, for the 1990s; otherwise, data are from the authors.TWIN FALLS COUNTY
IDAHO

TOWNSHIP LINES _____
SECTION CORNER _____
QUARTER CORNER _____
PARCEL BOUNDARY _____
SUBDIVISION BOUNDARY _____
ARBITRARY SUBDIVISION NO. [3]
ARBITRARY BLOCK NO. 2
ARBITRARY PARCEL NO. 30
ADJACENT PARCEL THE LINE _____
LOCAL ROADS _____
U.S. HIGHWAYS [8] [12]
STATE HIGHWAYS [9]
INTERSTATE HIGHWAYS [6]
COUNTRY ROADS

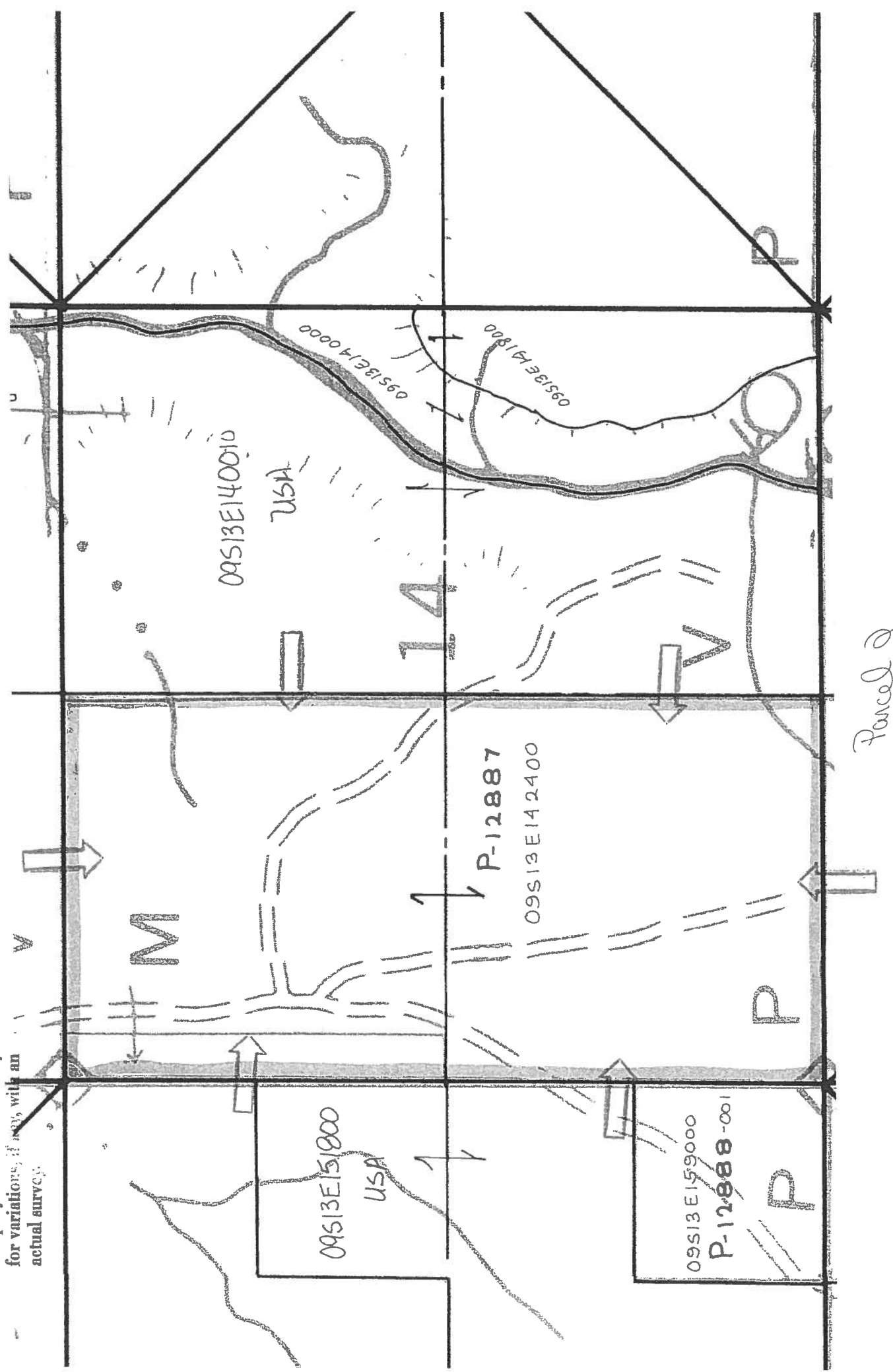


This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey.



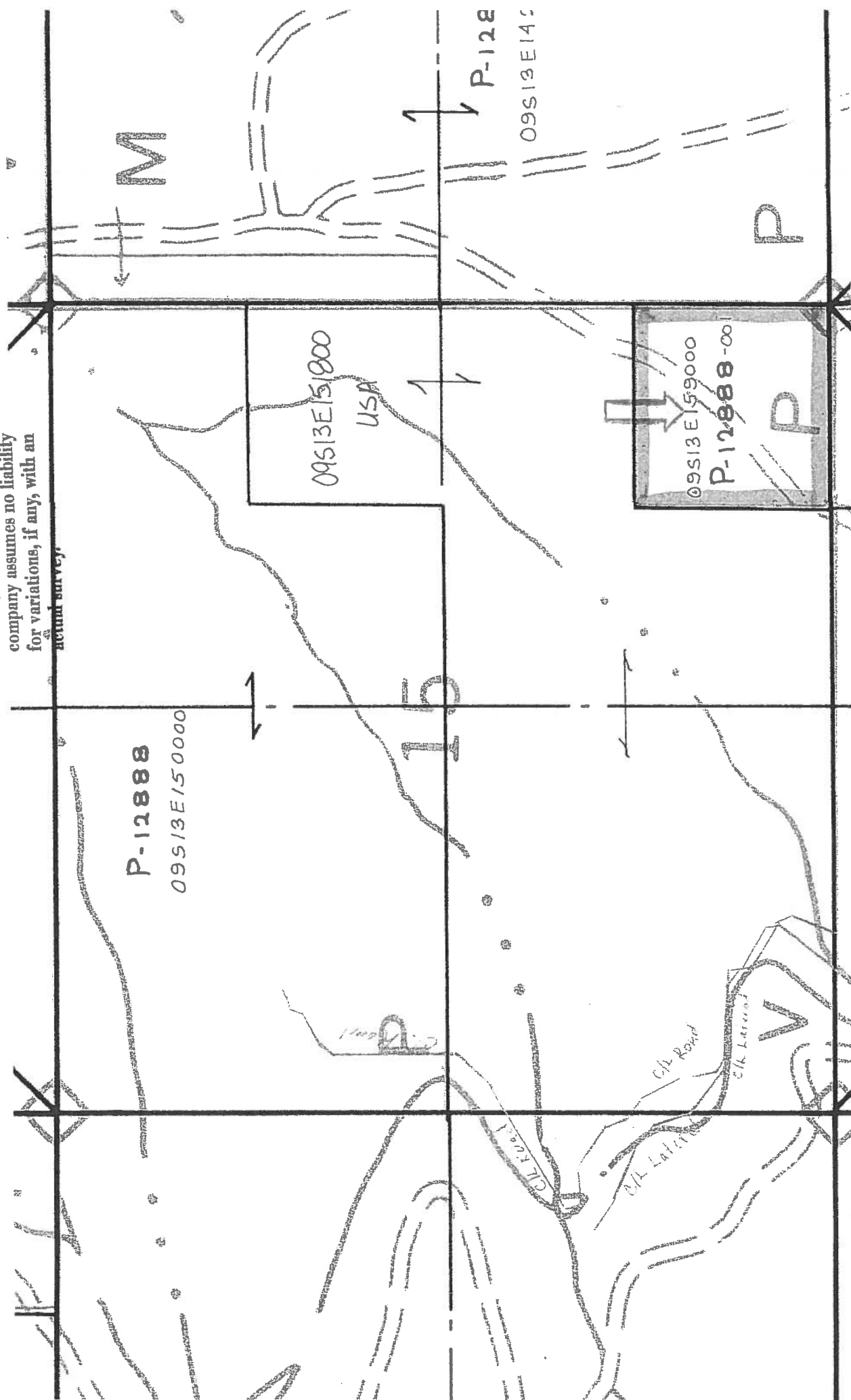
Parcel 1

This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey.



Parcel 2

Learning



forcel 3

Company, for variations, if any, with an actual survey.

P-1288
09S13E150000

09S13E150000
P-1288-001

USA

09S13E15000

P-1288

09S13E145

CL Road

CL Lateral

V

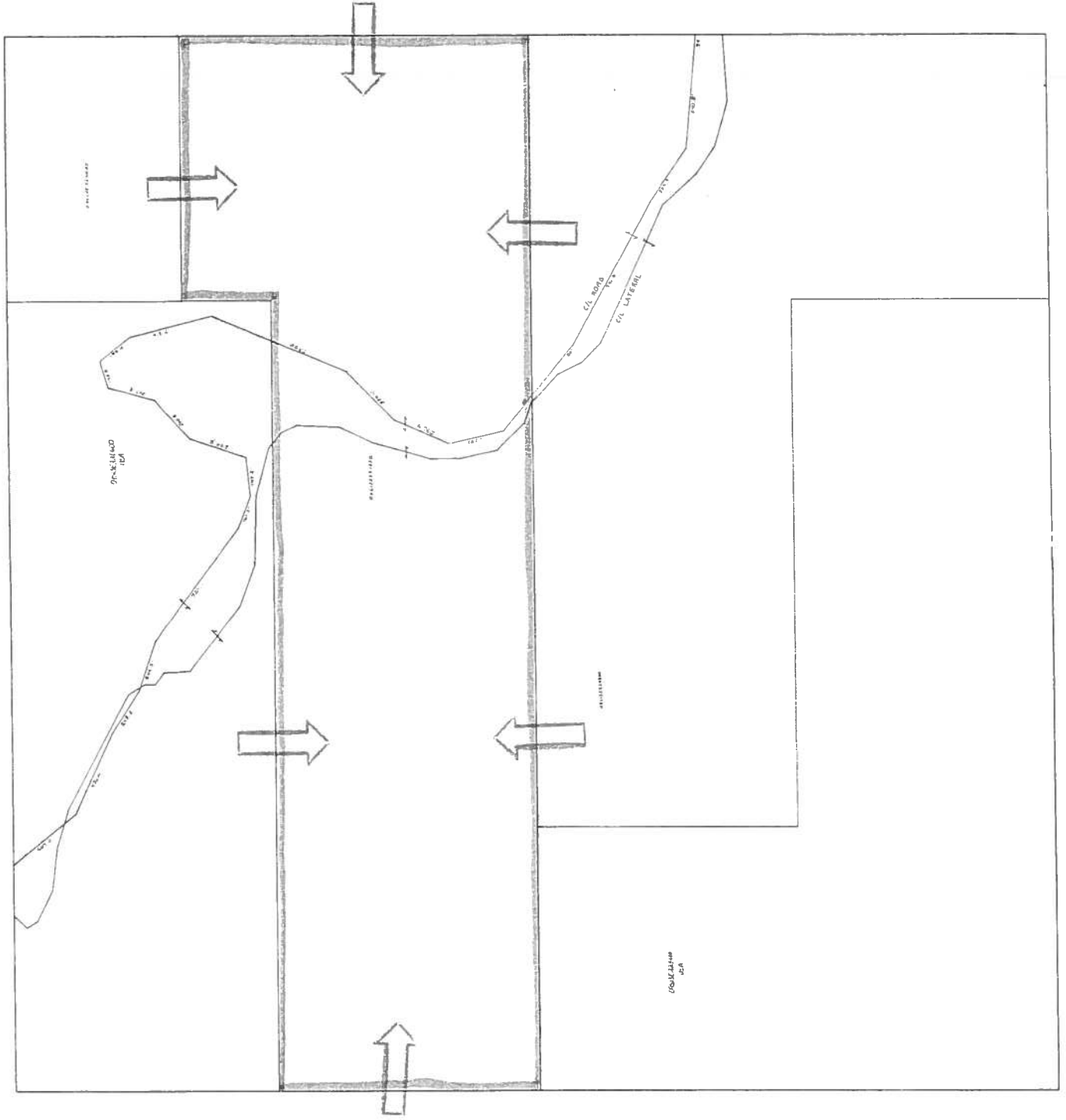
Parcel H

This drawing is to be used for
reference only and does not constitute
a warranty of accuracy or
a statement of fact.

SEC. 22 T. 9 S. R. 13 E.



TWIN FALLS
COUNTY, IDAHO



Parcel 5

This plat is made solely for
the purpose of assisting in
locating the land, and the
company assumes no liability
for variations, if any, with an
actual survey.



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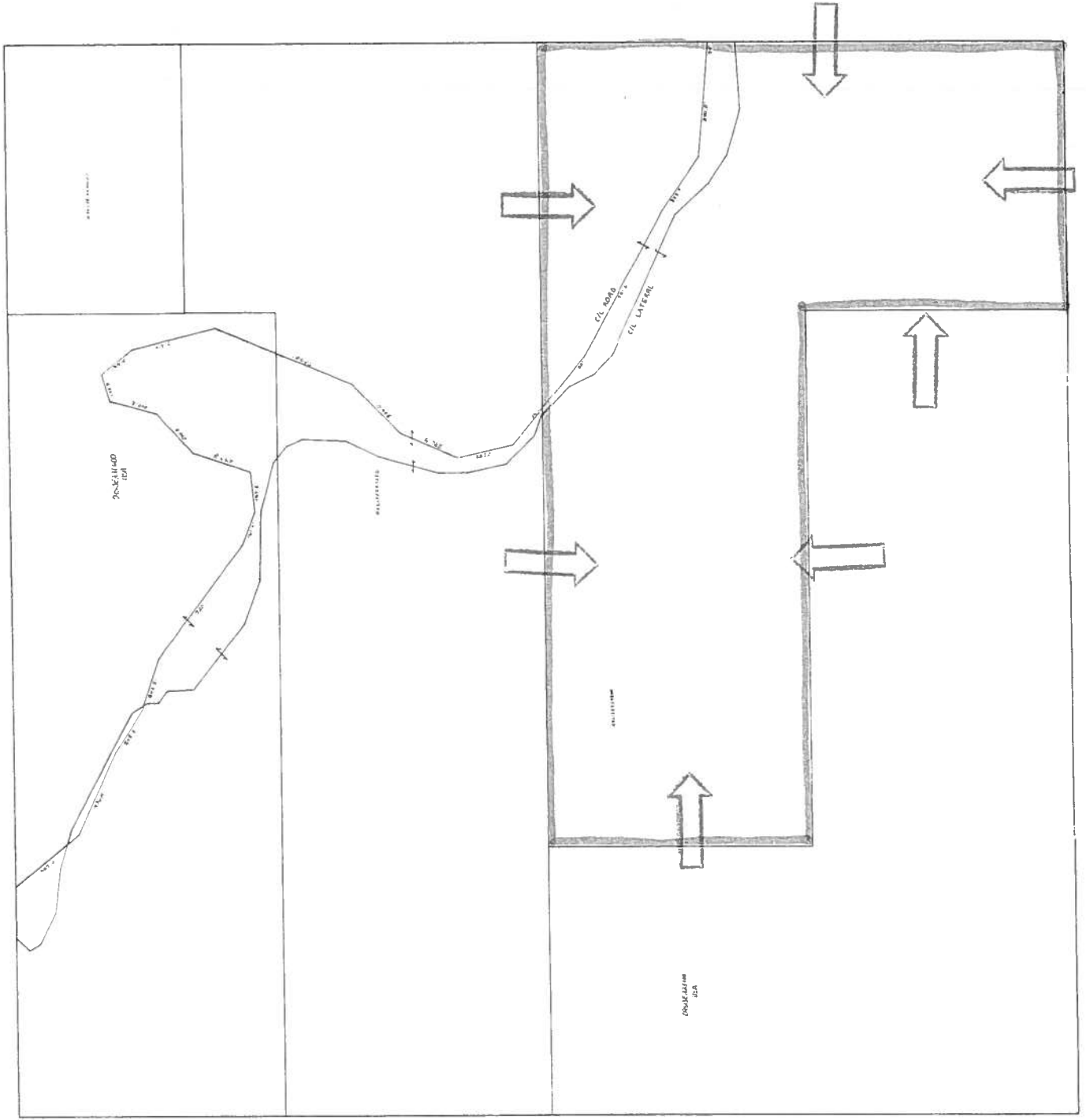
SEC. 22 T. 9 S. R. 13 E.



TWIN FALLS
COUNTY, IDAHO



This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey.



Parcel 7

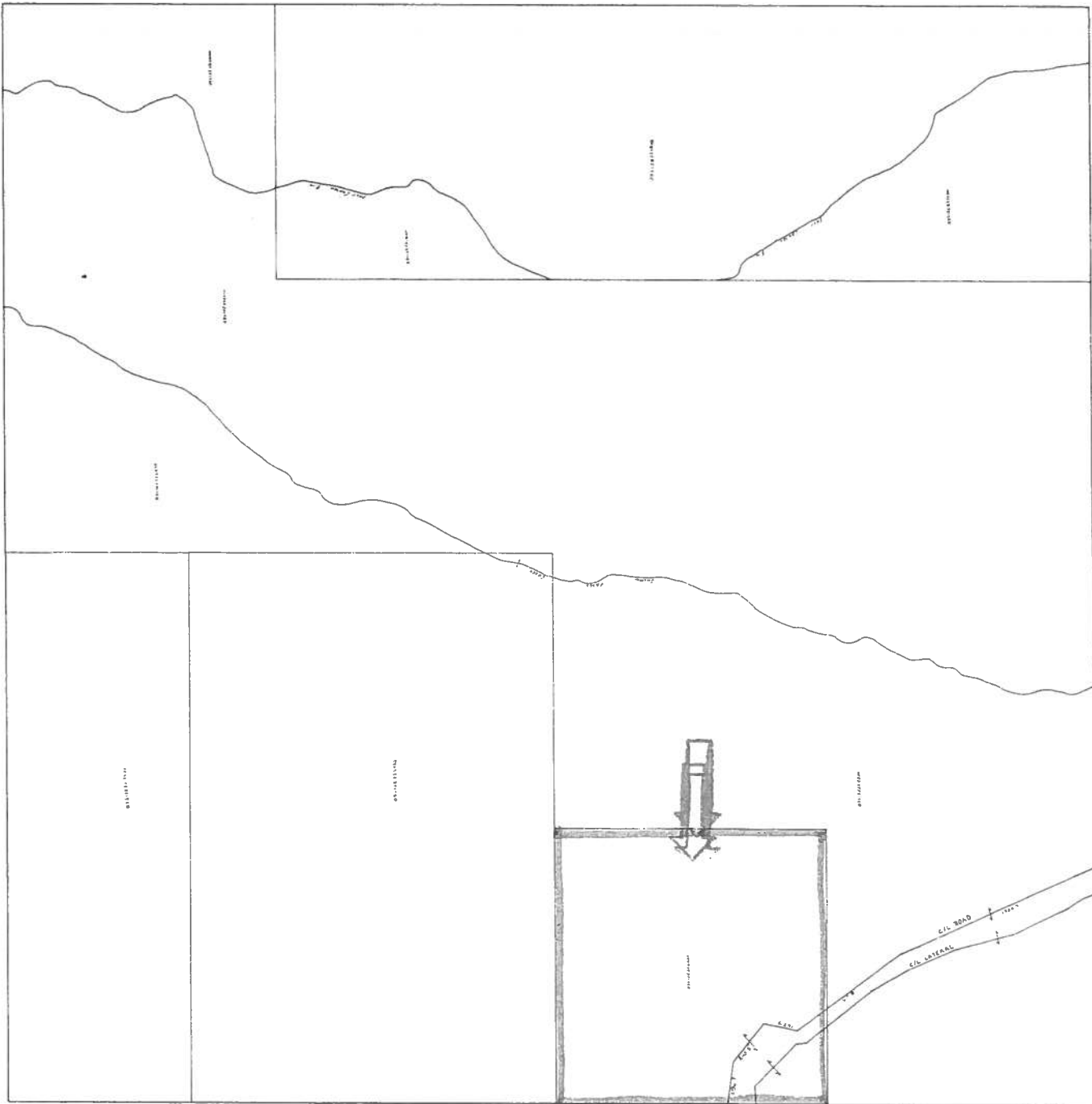
THIS SURVEY IS FOR THE PURPOSE OF ASSISTING IN THE LOCATING OF THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

SEC. 23 T. 9 S. R. 13 E.



TWIN FALLS
COUNTY, IDAHO

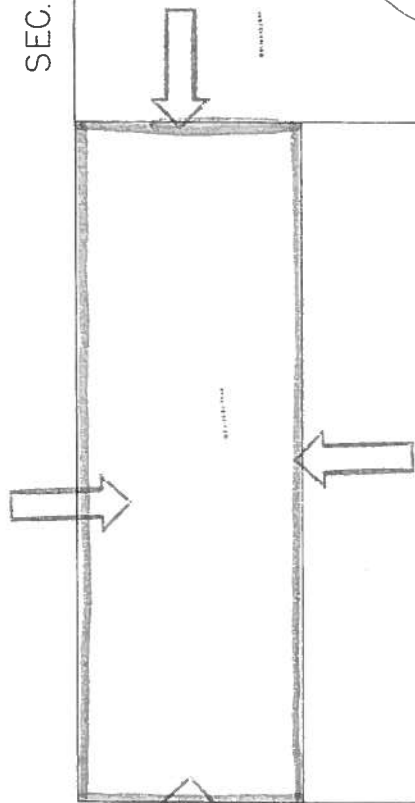
This plat is made solely for the purpose of assisting in the locating the land, and the company assumes no liability for variations, if any, with an actual survey.



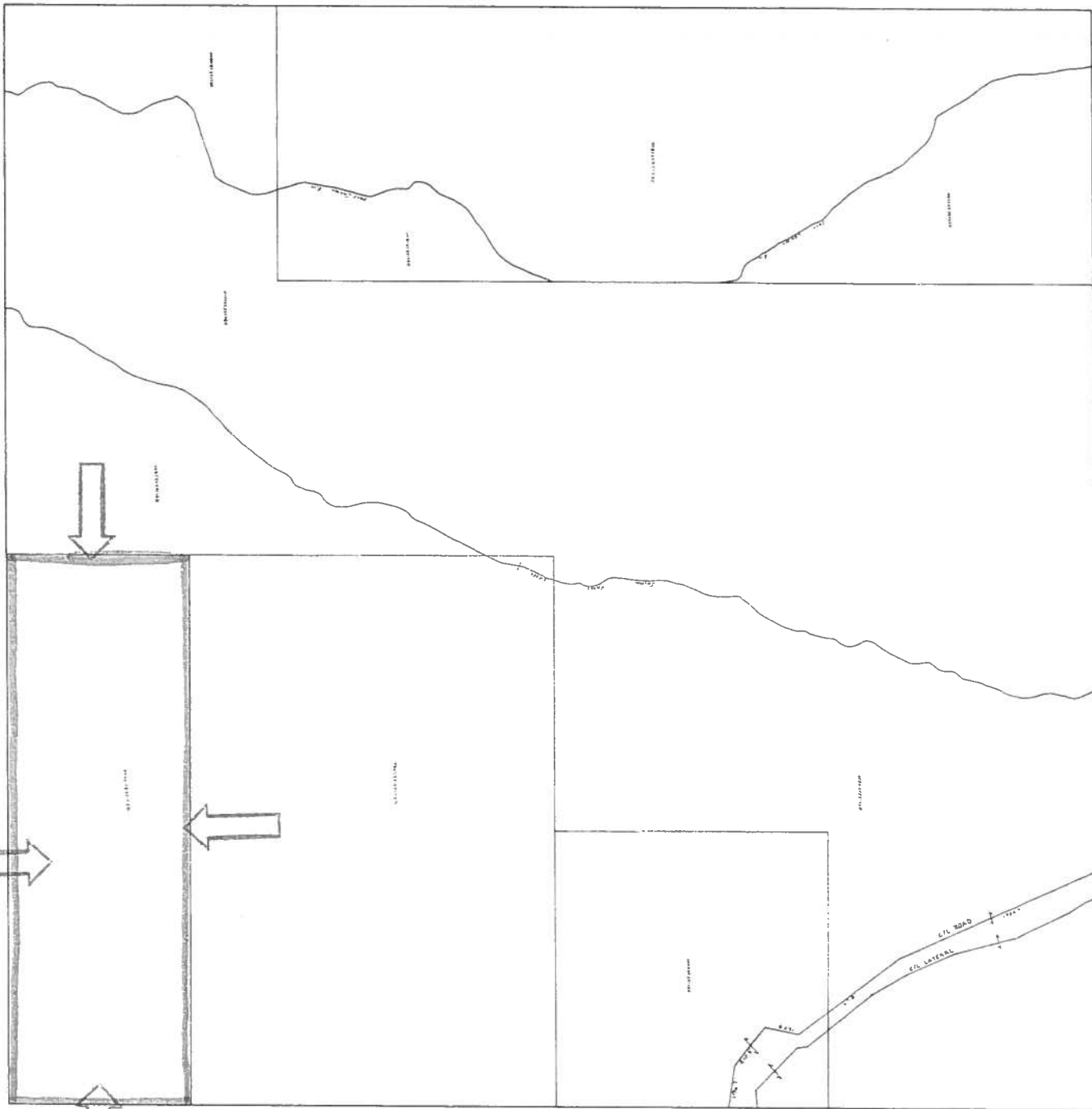
Parcel 8

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

SEC. 23 T. 9 S. R. 13 E.



TWIN FALLS
COUNTY, IDAHO



Parcel 9

This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey.



TWIN FALLS
COUNTY, IDAHO



SEC. 23 T 9 S R 13 E.

This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey.



Parcel 1D

company assumes for variations, if actual survey.

09513E270000
USA

09513E272400
P-12907-00

C/L Ro1

company assumes for variations, if actual survey.

09513E270000
USA

09513E272400
P-12907-00

C/L Ro1