DE

#48429

RECEIVED
OCT 14 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
43-99-C	Yes ☐	43-104-B	Yes ☐	43-276	Yes ☐
43-100-C	Yes ☐	43-105	Yes ☐	43-277	Yes ☐
43-101-C	Yes ☐	43-106	Yes ☐	43-10404	Yes ☐
43-102-C	Yes ☐	43-107	Yes ☐	43-10405	Yes ☐
43-103-C	Yes ☐	43-275	Yes ☐	43-10591	Yes ☐

2. Previous Owner's Name: Loughmiller, Inc.
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): See attached page
   Name of each new owner as listed on the conveyance document

   New owner continued Name connector ☐ **and** ☐ **or** ☐ **and/or**

   301 East Main Street
   Mailing address

   Turlock, | CA | 95380
   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: October 12, 2011.

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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

7. Signature: See attached page for signature | |
   Signature of new owner/claimant | Title, if applicable | Date

   Signature: | |
   Signature of new owner/claimant | Title, if applicable | Date

For IDWR Office Use Only:

Receipted by JReeder Date 10-20-2011 Receipt No. 5032183 5032184 Receipt Amt $75 $200

Approved by Processed by Date

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

SUPPORT DATA
IN FILE # 43-99C

Notification of Change In Water Right Ownership
continued

1. 43-10592
43-13516
43-13212
43-13517

7. Carl Evers, Vice President of Farmland Management Services on behalf of Lakeshore Farms 2, LLC

WARRANTY DEED

CASSIA COUNTY
Recorded for:
LAND TITLE AND ESCROW
3:37:51 pm 10-12-2011
2011-004194
No. Pages: 4 Fee: $19.00
JOSEPH W. LARSEN
County Clerk
Deputy: VIKI

#48429

For Value Received

Loughmiller, Inc., an Idaho corporation

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Lakeshore Farms 2, LLC, a Delaware limited liability company
Address: 301 East Main Street
Turlock, California 95380

Hereinafter called the Grantee, the following described premises situated in **Cassia** County, Idaho, to-wit:

TOWNSHIP 13 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Sections 11, 12, 13, 14 and 15:

Beginning at the West ¼ corner of Section 12, said corner marked by a ⅝ inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence South 89°54'46" East along the north line of the W½SW¼ of Section 12 for a distance of 1095.78 feet;
Thence South 00°15'32" East (South, rec.) for a distance of 36.67 feet to a ½ inch rebar;
Thence South 00°15'32" East (South, rec.) for a distance of 271.82 feet to a ½ inch rebar;
Thence South 89°59'56" West (South 89°47'48" West, rec.) for a distance of 3.00 feet to a ½ inch rebar;
Thence South 00°15'32" East (South 00°17'39" East, rec.) for a distance of 200.01 feet (200.00 feet, rec.) to a ½ inch rebar;
Thence South 55°15'52" West for a distance of 111.02 feet to a ½ inch rebar;
Thence South 45°44'34" West for a distance of 112.17 feet to a ½ inch rebar;
Thence North 89°31'51" West for a distance of 132.47 feet to a ½ inch rebar;
Thence South 03°49'56" West for a distance of 485.16 feet to a ½ inch rebar;
Thence South 00°00'11" East for a distance of 144.44 feet to a ½ inch rebar;
Thence South 61°08'55" East for a distance of 121.44 feet to a ½ inch rebar;
Thence South 89°54'43" East for a distance of 443.71 feet to a ½ inch rebar on the west right of way of State Highway 30;
Thence South 00°04'17" East along said right of way for a distance of 2240.01 feet to a right of way marker;
Thence South 00°03'37" East along said right of way for a distance of 2000.56 feet to a right of way marker;
Thence South 00°03'43" East along said right of way for a distance of 529.26 feet to a ½ inch rebar;
Thence South 89°46'50" West for a distance of 187.20 feet to a ½ inch rebar;
Thence South 00°02'59" East for a distance of 469.35 feet to a ½ inch rebar;
Thence North 89°51'07" East for a distance of 187.30 feet to a ½ inch rebar on the west right of way of State Highway 30:
Thence South 00°03'43" East along said right of way for a distance of 25.00 feet to a ½ inch rebar on the south line of the NW¼SW¼ of Section 13;
Thence South 89°51'07" West along said line for a distance of 1280.47 feet to a ⅝ inch rebar at the Southwest corner of the NW¼SW¼ of Section 13;
Thence North 00°00'04" West along the west line of the NW¼SW¼ of Section 13 for a distance of 1317.46 feet to the East ¼ corner of Section 14;
Thence South 89°59'14" West along the south line of the N½ of Section 14 for a distance of 2.14 feet to a ⅝ inch rebar;
Thence South 89°59'14" West along said line for a distance of 2629.19 feet to the Center ¼ corner of Section 14;
Thence South 89°59'14" West along said line for a distance of 1314.63 feet to a ⅝ inch rebar at the Northeast corner of the W½SW¼ of Section 14;
Thence South 00°14'35" East along the east line of the W½SW¼ of Section 14 for a distance of

2640.83 feet to a ⅝ inch rebar at the Southeast corner of the W½SW¼ of Section 14;

Thence South 89°50'36" West along the south line of the W½SW¼ of Section 14 for a distance of 1311.18 feet to a ⅝ inch rebar with a 3 inch aluminum cap on top at the Southeast corner of Section 15;

Thence North 00°19'03" West along the east line of Section 15 for a distance of 25.00 feet to a ½ inch rebar;

Thence North 00°19'03" West (North 0°25' West, rec.) along said line for a distance of 200.00 feet to a ½ inch rebar;

Thence South 89°37'01" West (South 89°35' West, rec.) for a distance of 200.00 feet to a ½ inch rebar;

Thence South 00°19'03" East (South 0°25' East, rec.) for a distance of 200.00 feet to a ½ inch rebar;

Thence North 89°37'01" East (North 89°35' East, rec.) for a distance of 200.00 feet to a ½ inch rebar on the east line of Section 15;

Thence South 00°19'03" East along said line for a distance of 25.00 feet to a ⅝ inch rebar with 3 inch aluminum cap on top at the Southeast corner of Section 15;

Thence South 89°37'01" West along the south line of Section 15 for a distance of 2462.34 feet to a ½ inch rebar;

Thence North 06°37'25" West (North 6°39'06" West, rec.) for a distance of 473.66 feet (473.74 feet, rec.) to a ½ inch rebar;

Thence South 84°18'54" West (South 84°14'38" West, rec.) for a distance of 131.95 feet (132.00 feet, rec.) to a ½ inch rebar on the west line of the SW¼SE¼ of Section 15;

Thence North 00°16'42" West along said line for a distance of 867.77 feet to a ⅝ inch rebar at the Northwest corner of the SW¼SE¼ of Section 15;

Thence North 89°42'41" East along the north line of the SW¼SE¼ of Section 15 for a distance of 1322.57 feet to a ⅝ inch rebar at the Northeast corner of the SW¼SE¼ of Section 15;

Thence North 00°17'52" West along the west line of the NE¼SE¼ of Section 15 for a distance of 1324.25 feet to a ⅝ inch rebar at the Northwest corner of the NE¼SE¼ of Section 15;

Thence North 00°19'54" West along the west line of the SE¼NE¼ of Section 15 for a distance of 1318.64 feet to a ⅝ inch rebar at the Northwest corner of the SE¼NE¼ of Section 15;

Thence North 89°42'37" East along the north line of the SE¼NE¼ of Section 15 for a distance of 1321.03 feet to a ⅝ inch rebar at the Northeast corner of the SE¼NE¼;

Thence South 89°58'44" East along the north line of the SW¼NW¼ of Section 14 for a distance of 1317.06 feet to a ⅝ inch rebar at the Northeast corner of the SW¼NW¼ of Section 14;

Thence North 00°16'25" West along the west line of the NE¼NW¼ of Section 14 for a distance of 1320.20 feet to a ⅝ inch rebar at the Northwest corner of the NE¼NW¼ of Section 14;

Thence North 00°11'28" West along the west line of the E½SW¼ of Section 11 for a distance of 2371.38 feet to a ½ inch rebar on the south right of way of State Highway 77;

Thence along a non-tangent curve to the right along said right of way for a distance of 16.26 feet to a right of way marker, said curve having a radius of 716.19 feet, a delta angle of 01°18'02", and a long chord bearing of North 60°44'41" East for a distance of 16.26 feet;

Thence North 00°20'27" East along said right of way for a distance of 196.15 feet to a ⅝ inch rebar in place of right of way marker;

Thence North 79°06'09" East along said right of way for a distance of 247.24 feet to a right of way marker;

Thence South 89°57'34" East along said right of way for a distance of 1017.45 feet to a right of way marker;

Thence South 89°57'34" East along said right of way for a distance of 41.39 feet to the west line of the SE¼ of Section 11;

Thence North 00°13'40" West along said line for a distance of 25.95 feet to the Center ¼ corner of Section 11;

Thence North 89°57'39" East along the north line of the SE¼ of Section 11 for a distance of 2615.41 feet to the Point of Beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to State of Idaho, Department of Water Resources Adjudication Nos. 43-99-C, 43-100-C, 43-101-C, 43-102-C, 43-103-C, 43-104-B, 43-105, 43-106, 43-107, 43-275, 43-276, 43-277, 43-10404, 43-10405, 43-10591, 43-10592, 43-13516, 43-13212 and 43-13517.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2011 and subsequent years.

Assessments levied, or to be levied, by Raft River Ground Water District.

Reservations set forth in Warranty Deed dated August 13, 1951, between Ella Budger, etal, to Co-operative Security Corporation recorded August 27, 1951 as Instrument No. 173314 in Book 54 of Deeds, Page 424, records of Cassia County, Idaho.

Reservations set forth in Special Warranty Deed dated may 11, 1960 between Cooperative Security Corporation to Joseph Hepworth and Lona Hepworth, husband and wife, recorded as Instrument No. 206572, records of Cassia County, Idaho.

Agreement for Purchase of Power between the Raft River Rural Electric Cooperative, Inc., Seller and Meadowbrook Farm, Consumer, dated March 28, 1966 and recorded August 29, 1969 as Instrument No. 36583, records of Cassia County, Idaho.

Agreement for Purchase of Power between the Raft River Rural Electric Cooperative, Inc., Seller and Grant N. Beyler/Clara W. Beyler, Consumer, dated April 1, 1976 and recorded June 2, 1980 as Instrument No. 126429 on Film No. 134, records of Cassia County, Idaho.

Electric Line - Right-of-Way Easement executed by J. R. Simplot to Raft River Rural Electric Cooperative, Inc. a cooperative corporation, dated September 26, 1988 and recorded September 28, 1988 as Instrument No. 198054, on Film No. 201, records of Cassia County, Idaho.

Agreement for Electric Service (Irrigation) between the Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Afton D. Nye/Annie H. Nye, Consumer, dated May 1, 1990 and recorded August 16, 1990 as Instrument No. 209010 on Film No. 218, records of Cassia County, Idaho.

Agreement for Electric Service between the Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Ted Higley, Consumer, dated April 12, 1996 and recorded April 16, 1996 as Instrument No. 242236 on Film No. 276, records of Cassia County, Idaho.

Agreement for Electric Service between the Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Marvin Hall, Consumer, dated June 2, 1997 and recorded July 1, 1997 as Instrument No. 249862 on Film No. 288, records of Cassia County, Idaho.

Agreement For Electric Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Loughmiller Inc., Consumer, dated January 18, 2007 and recorded January 24, 2007 as Instrument No. 313479, records of Cassia County, Idaho.

Agreement For Electric Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Loughmiller Inc., Consumer, dated September 28, 2007 and recorded October 5, 2007 as Instrument No. 2007-318630, records of Cassia County, Idaho.

Agreement For Electric Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Loughmiller Inc., Consumer, dated September 28, 2007 and recorded October 5, 2007 as Instrument No. 2007-318631, records of Cassia County, Idaho.

Effects of Resolution of the Cassia County Planning and Zoning Commissions Resolution 2007-10-01, dated October 4, 2007 and recorded October 10, 2007 as Instrument No. 2007-318703, records of Cassia County, wherein an Application for Confined Animal Feeding Operation Permit as well as a Request for Variance from setback requirements are requested.

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Loughmiller Inc., Landowner, dated July 8, 2008 and recorded August 21, 2008 as Instrument No. 2008-004768, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Loughmiller Inc., Landowner, dated July 23, 2008 and recorded August 21, 2008 as Instrument No. 2008-004771, records of Cassia County, Idaho.

Agreement For Electrical Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Loughmiller Inc., Landowner, dated April 27, 2010 and recorded May 12, 2010 as Instrument No. 2010-002397, records of Cassia County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumberances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoe

Dated: October 12TH, 2011

LOUGHMILLER, INC.

By: _____
William J. Loughmiller
President

ATTEST

_____
Heber J. Loughmiller
Secretary

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 12TH day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **William J. Loughmiller**, known or identified to me to be the President 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
Residing at: Burley, ID
My Commission expires: 6-30-2015

Larry Roberts
Notary Public
State of Idaho

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 12TH day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Heber J. Loughmiller**, known or identified to me to be the Secretary 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
Residing at: Burley, ID
My Commission expires: 6-30-2015

Larry Roberts
Notary Public
State of Idaho

Land Title and Escrow, Inc.

Focused on Service, *Positioned* for the Future

October 13, 2011

RECEIVED
OCT 14 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Trish Fawcett
ID Dept. of Water Resources
1344 Fillmore Street, Suite 200
Twin Falls, ID 83303

RE: File No. 48429

Dear Trish:

Enclosed with this letter please find the following:

1. An original executed Notice of Change in Water Right Ownership.
2. A copy of the executed recorded Warranty Deed.
3. Land Title and Escrow's trust account check no. 25595 payable to the Idaho Department of Water Resources in the amount of $400.00 for the water transfer fee.

Would you please make the necessary changes in the records to indicate the new owner as Lakeshore Farms 2, LLC for future water assessments and notices. Please send a receipted copy to this office.

Should you have any questions concerning this letter, please do not hesitate to contact me.

Very truly yours,
Land Title and Escrow, Inc.

Nancy Garrett
Administrative Assistant

/nrg
enc.

Box 177 • Burley, Idaho • 83318
Ph: 208.878.3524
Fx: 208.878.4435
lteb@pmt.org

Box 473 • Gooding, Idaho • 83330
Ph: 208.934.8477
Fx: 208.934.5890
lteg@pmt.org

Box 349 • Jerome, Idaho • 83338
Ph: 208.324.3357
Fx: 208.324.8961
ltej@pmt.org

Box 5375 • Twin Falls, Idaho • 83303-5375
Ph: 208.933.2650
Fx: 208.933.2655
ltetf@pmt.org

Box 111 • Rupert, Idaho • 83350
Ph: 208.436.0606
Fx: 208.436.1199
lter@pmt.org