

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
MAR 11 2024
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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 #7](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-12419	Yes ☐	Yes ☐	47-2220	Yes ☐	Yes ☐
47-11140	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-11139	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-2306B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-2306A	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Four Sisters Dairy, LLC and Cedar Ridge Dairy, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Cedar Ridge Dairy, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- PO Box 105 Twin Falls ID 83303
Mailing address City State Zip
- (208) 326-5972 (208) 280-0118 hankhafliger@hotmail.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: February 29, 2024
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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 # 47-2220

8. Signature: HC Manager February, 2024
Signature of new owner/claimant Title, if applicable
Henry C. Hafliker, Jr. Date
Print name

Signature: _____

Signature of new owner/claimant _____ Title, if applicable _____ Date _____

Print name _____

Received by SG Date 3/11/2024 For IDWR Office Use Only: Receipt No. 5040129 Receipt Amt. \$150.00

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 _____ Approved by _____ Processed by DM Date 5/16/2024

Name on W-9 _____ Approved by _____ Processed by DM Date 5/6/2024

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

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
11:56:16 AM 03-01-2024
2024002245
NO. PAGES 9 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: AP
Electronically Recorded by Simplifile

23490679

(Space above reserved for Recorder's Office)

WARRANTY DEED

For Value Received,

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

does hereby grant, bargain, sell and convey unto

Cedar Ridge Dairy, LLC, an Idaho limited liability company (the "Grantee")

whose current address is

P.O. Box 105, Twin Falls, Idaho 83303

the Grantor's undivided one-half (1/2) interest in the following described real property, together with all improvements thereon, to-wit:

See Exhibit A attached hereto.

SUBJECT TO the following specific exceptions:

- 1-8. Intentionally omitted.
9. Taxes, including any assessments collected therewith, for the year 2023 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2024, without homeowners exemption.
10. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.
11. The land described herein is located within the district boundaries of the Salmon River Canal Company and is subject to any assessments levied thereby.
12. The land described herein is located within the district boundaries of the Twin Falls Canal Company and is subject to any assessments levied thereby.
13. Right-of-way for roads, canals, laterals and waste ditches and the rights of access thereto for maintenance.

14. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
15. County Road Right-of-ways and the rights of access thereto for maintenance.
16. An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Conveyance of Easement.
Granted to: Peoples-Pittsburgh Trust Company
Recorded: October 20, 1939
Instrument No.: 303738
(Covers the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 11 South, Range 16 East of the Boise Meridian)
17. Right-of-Way, including the terms and conditions thereof, by and between United States Department of the Interior, Bureau of Land Management and Bureau of Public Roads for the Department of Highways.
Recorded: February 16, 1961
Instrument No.: 500690
18. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a/an Quitclaim Deed.
Granted to: Roland W. Ulrich and Janette Ulrich, husband and wife
Purpose: Right-of-Way for an irrigation easement
Recorded: February 2, 1984
Instrument No.: 854507
(Covers Lots 6 and 7 and the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6, Township 11 South, Range 16 East of the Boise Meridian)
19. An easement, including the terms and conditions thereof, below and rights incidental thereto as set forth in a/an Power Line Easement.
Granted to: Idaho Power Company
Recorded: July 28, 2000
Instrument No.: 2000-011494
(Covers the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6, Township 11 South, Range 16 East of the Boise Meridian)
20. An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Easement-Organization.
Granted to: Idaho Power Company
Recorded: January 19, 2012
Instrument No.: 2012-001024
(Covers the NE $\frac{1}{4}$ of Section 6, Township 11 South, Range 16 East of the Boise Meridian)
21. An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Easement-Organization.

Granted to: Idaho Power Company

Recorded: February 13, 2012

Instrument No.: 2012-002668

(Covers the SE¼NE¼ of Section 6, Township 11 South, Range 16 East of the Boise Meridian)

22. Terms and conditions contained in a/an Agricultural Building Exemption Statement by and between Twin Falls County Planning and Zoning and Four Sisters Dairy LLC & Cedar Ridge Dairy LLC.

Recorded: January 10, 2017

Instrument No.: 2017-000393

(Covers Section 6., Township 11 South, Range 16 East of the Boise Meridian)

23. Manure Easement, including the terms and conditions thereof, by and between Four Sisters Dairy, LLC, an Idaho limited liability company and Cedar Ridge Dairy, LLC, an Idaho limited liability company and McFinney Agri-Finance, LLC, an Idaho limited liability company.

Recorded: January 23, 2020

Instrument No.: 2020-001447

24. A Mortgage to secure an indebtedness as shown below and any other obligations secured thereby:

Amount:

Mortgagor: Four Sisters Dairy, LLC, an Idaho Limited Liability Company and Cedar Ridge Dairy, LLC, an Idaho Limited Liability Company

Mortgagee: McFinney Agri-Finance, LLC, an Idaho limited liability company

Dated: January 23, 2020

Recorded: January 23, 2020

Instrument No.: 2020-001448

25. Memorandum of Liquid Effluent and Fiber Off-Take Agreement, including the terms and conditions thereof, by and between Bettencourt Dairies, LLC, an Idaho limited liability company, L & S Land Holdings, LLC, an Idaho limited liability company and New Energy One, LLC, an Idaho limited liability company.

Recorded: September 9, 2011

Instrument No.: 2011-016959

Third New Energy Assignment and Assumption Agreement,

Recorded January 23, 2020

Instrument No.: 2020-001442

Subordination of Liquid Effluent and Fiber Off-Take Agreement,

Recorded: January 23, 2020

Instrument No.: 2020-001451

Supplement Memorandum of Liquid Effluent and Fiber Off-Take Agreement and Manure Supply Agreement,
Recorded: August 11, 2020
Instrument No.: 2020-015536

Memorandum of Lease Amendment,
Recorded: June 12, 2020
Instrument No.: 2020-015561

Agreement for Future Subordination,
Recorded: February 16, 2023
Instrument No.: 2023-001885

26. Memorandum of Manure Supply Agreement, including the terms and conditions thereof, by and between Bettencourt Dairies, LLC, an Idaho limited liability company, L & S Holdings, LLC, an Idaho limited liability company and New Energy One, LLC, an Idaho limited liability company.
Recorded: September 9, 2011
Instrument No.: 2011-016961

Subordination of Liquid Effluent and Fiber Off-Take Agreement,
Recorded: January 23, 2020
Instrument No.: 2020-001451

Supplemental Memorandum of Liquid Effluent and Fiber Off-Take Agreement and Manure Supply Agreement,
Recorded August 11, 2020
Instrument No.: 2020-015536

Memorandum of Lease Amendment,
Recorded: August 12, 2020
Instrument No.: 2020-015561

Agreement for Future Subordination,
Recorded: February 16, 2023
Instrument No.: 2023-001885

27. Intentionally omitted.

28. Intentionally omitted.

29. Assignment of Bonuses, Rentals and Royalties - Oil, Gas and Minerals,
Recorded; January 23, 2020
Instrument No.: 2020-001449

30. A Financing Statement filed in the Office of the County Recorder showing:

Debtor: Four Sisters Dairy, LLC; Henry Calvin Hafliger, Ryan J. Visser, Grand Dia, LLC,
Diane Elizabeth Grandy, Neill Merritt Grandy and Cedar Ridge Dairy, LLC
Secured Party: McFinney Agri-Finance, LLC
Recorded: January 23, 2020
Instrument No.: 2020-001450

31. Non-Disturbance Agreement, including the terms and conditions thereof, by and between McFinney Agri-Finance, LLC, an Idaho limited liability company, Lender and New Energy One, LLC, an Idaho limited liability company, tenant and Cedary Ridge Dairy, LLC, an Idaho limited liability company and Four Sisters Dairy, LLC, an Idaho limited liability company, landlord.
Recorded: August 12, 2020
Instrument No.: 2020-015562

Agreement for Future Subordination,
Recorded: February 16, 2023
Instrument No.: 2023-001885

32. Intercreditor Agreement by and between McFinney Agri-Finance, LLC and Rabo AgriFinance, LLC,
Recorded: May 5, 2022
Instrument No.: 2022-008762

33. An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Pipeline Easement.
Granted to: Intermountain Gas Company
Recorded: February 22, 2023
Instrument No.: 2023-002056

34. An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Pipeline Easement.
Granted to: Intermountain Gas Company
Recorded: February 22, 2023
Instrument No.: 2023-002057

35. Intentionally deleted.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the

same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

[The remainder of this page has been left intentionally blank.]

Dated this 29 day of February, 2024.

GRANTOR

FOUR SISTERS DAIRY, LLC

By: _____

Henry C. Hafliger, Jr., Manager

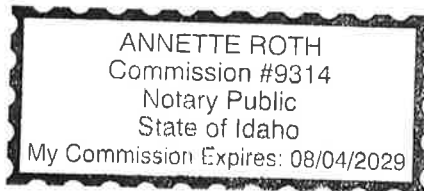
STATE OF IDAHO)

ss:

County of Twin Falls)

On this 29 day of February, in the year 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Henry C. Hafliger, Jr. aka Hank Hafliger**, known or identified to me to be the person listed above and a Manager of **Four Sisters Dairy, LLC**, and acknowledged to me on this day under oath, that, being informed of the contents of this Agreement, he executed the same on behalf of such entity.

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



Annette Roth

NOTARY PUBLIC for Idaho

Residing at: *Rupert ID*

Commission Expires: *8-4-2029*

Exhibit A

Legal Description:

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.

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 $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL NO. 4:
TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 6: Lot 1; SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$
Lot 2; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

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: N¼NE¼; SE¼NE¼; E¼SE¼

PARCEL NO. 6:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN

TWIN FALLS COUNTY, IDAHO

Section 8: W¼; W¼E¼



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 6, 2024

CEDAR RIDGE DAIRY LLC
PO BOX 105
TWIN FALLS ID 83303-0105

Re: Change in Ownership for Water Right No(s): 47-2220, 47-2306A, 47-2306B, 47-11139,
47-11140 and 47-12419

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Mc Finney AgriFinance LLC
TitleOne, Burley, Idaho (File #23490679)



211 W. 13th St.
P. O. Box 177
Burley, ID 83318
Ph. (208) 878-3524
www.titleonecorp.com

ID Dept. of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

RECEIVED

MAR 11 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Date: 03/08/2024

Escrow No. 23490679 Cedar Ridge Dairy, LLC/Four Sisters Dairy, LLC

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

- The original executed Notice of Change in Water Right Ownership
- A copy of the recorded Warranty Deed
- TitleOne check no. 50783

Please make the necessary changes in the records to indicate the new Owner for future water assessments and notices. Please send a receipted copy to this office.

Should you have any questions, please do not hesitate to contact Ashley Martinkus at the number listed above.

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx