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DEPARTMENT OF WATER RESOURCES

WA

SCANNED
NOV 28 2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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IDWR / NORTH

# 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? |
|---|---|---|---|---|---|
| 95-8049 | Yes ☐ | | Yes ☐ | | Yes ☐ |
| | Yes ☐ | | Yes ☐ | | Yes ☐ |
| | Yes ☐ | | Yes ☐ | | Yes ☐ |
| | Yes ☐ | | Yes ☐ | | Yes ☐ |
| | Yes ☐ | | Yes ☐ | | Yes ☐ |

2. Previous Owner's Name: Kootenai Rock Products, LLC
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Terra5, LLC
   Name of each new owner as listed on the conveyance document
   Frank T. Scarsella, A. Donald Scarsella, Robert P. Scarsella, Gino R. Scarsella,
   New owner continued  Name connector ☐ **and** ☑ **or** ☐ **and/or**
   Richard Scarsella

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Department of Water Resources

   Mailing address
   PO Box 68697 | Seattle, | WA | 98168-0697
   City | State | ZIP
   253 872-7173 | tamarah.k@scarsellabros.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: 10-21-11.

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.

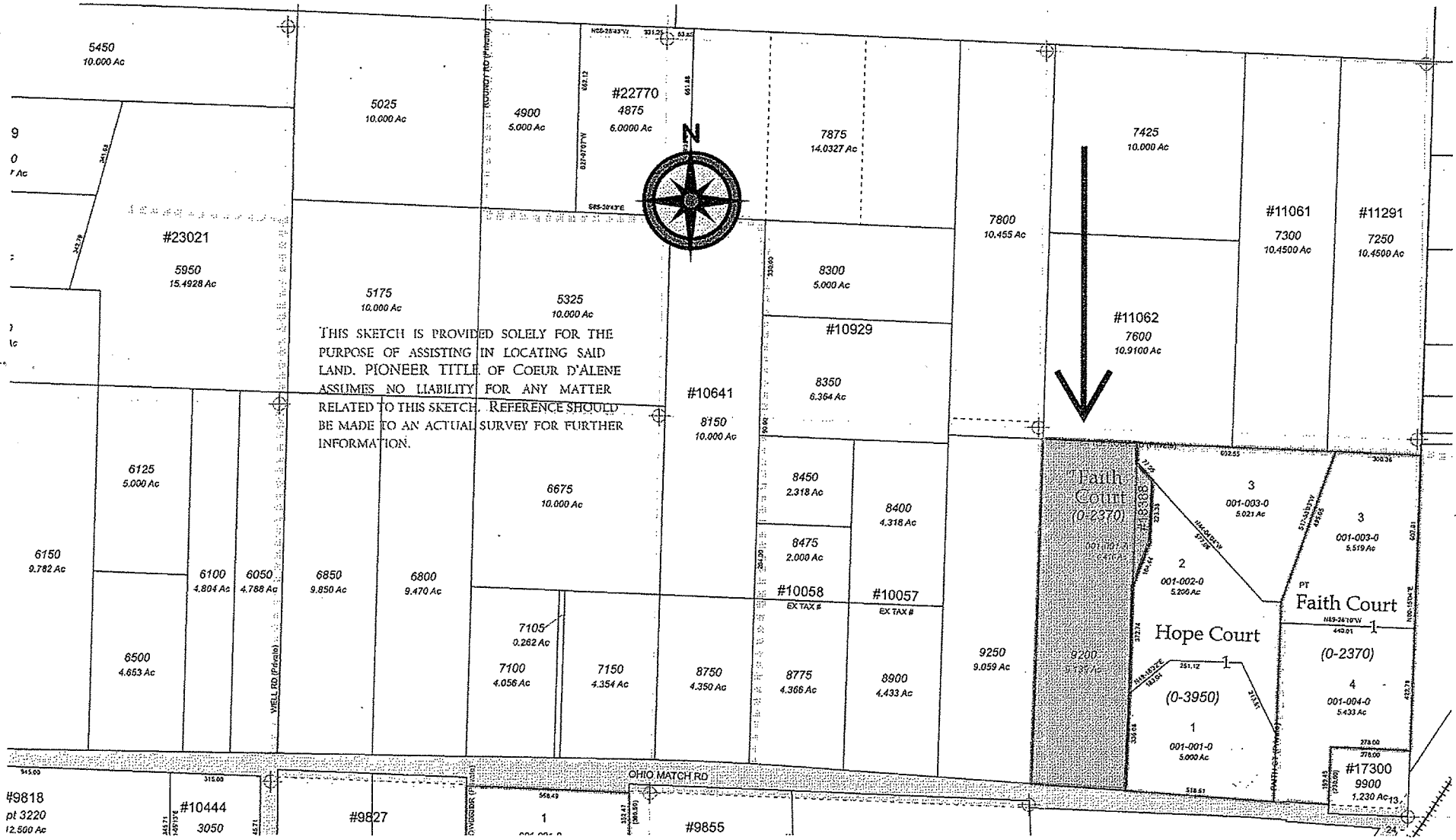
7. Signature: _____ President 10/21/11
   Signature of new owner/claimant | Title, if applicable | Date

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

*For IDWR Office Use Only:*

Receipted by NSteading Date 11-10-11 Receipt No. N028552 Receipt Amt. $25.00

Approved by _____ Processed by _____ Date _____




THIS SKETCH IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID LAND. PIONEER TITLE OF COEUR D'ALENE ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACTUAL SURVEY FOR FURTHER INFORMATION.

Pioneer Title Co.
GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 141492 JS

Recorded 10/24/2011

We certify this to be a true and exact copy of the original
Authorized Signature
Pioneer Title Co.

# WARRANTY DEED

For Value Received

Kootenai Rock Products, LLC, an Idaho Limited Liability Company

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Terra 5, LLC, a Washington Limited Liability Company

hereinafter referred to as Grantee, whose current address is

P.O. Box 68697, Seattle, WA 98168-0697

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: October 21, 2011

Kootenai Rock Products, LLC

By _____
Matthew T. King, Manager/Member

STATE OF IDAHO

ss.

COUNTY OF KOOTENAI

On this 21 day of October, in the year of 2011, before me, the undersigned, a Notary Public, personally appeared Matthew T. King, known or identified to be Manager/Member of the member(s)/manager(s) in a limited liability company, of Kootenai Rock Products, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.

Jacqueline Sergeant
Notary Public
State of Idaho

_____
Jacqueline Sergeant
Notary Public of Idaho
Residing at Hauser, Id
Commission expires: February 24, 2016

# EXHIBIT A

**PARCEL 1:**

The West Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 13, Township 52 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT the North 60 feet thereof.

**PARCEL 2:**

A portion of Lot 1 and 2, Block I, PLAT OF FAITH COURT, recorded as Book "I", Page 120, Kootenai County records, more particularly described as follows:

COMMENCING from a 2 ½" aluminum cap marked for the Southeast corner of said Section 13, from which a 5/8" iron rod with a survey cap taken as the South Quarter corner of said Section 13 bears North 89°26'10" West, at a distance of 2634.87 feet; thence

North 89°26'10" West, along said line at a distance of 988.08 feet; thence

Northerly at a bearing of North 00°01'55" East, a distance of 48.42 to the Southwest corner of said plat; thence

Continuing North along the West boundary of said plat at a bearing of North 00°01'55" East, a distance of 699.67 feet to the TRUE POINT OF BEGINNING for this description; thence

Leaving said West boundary at a bearing of North 19°17'37" East, a distance of 164.44 feet to a point; thence

Northerly at a bearing of North 00°01'55" East, a distance of 223.38 feet to a point; thence

Northwesterly at a bearing of North 44°04'04" West, a distance of 77.95 feet to a point on the aforementioned West boundary; thence

Southerly along said West boundary at a bearing of South 00°01'55" West, a distance of 434.59 feet to the TRUE POINT OF BEGINNING of this description.

INITIAL
MK

| DATE | INVOICE NO. | DESCRIPTION | INVOICE AMOUNT | DEDUCTION | BALANCE |
|---|---|---|---|---|---|
| 11/08/11 | 110811 | | 25.00 | .00 | 25.00 |

| CHECK DATE | 11/08/11 | CHECK NUMBER | 10159234 | TOTALS | 25.00 | .00 | 25.00 |
|---|---|---|---|---|---|---|---|

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**Scarsella Bros., Inc.**
GENERAL CONTRACTORS
P.O. BOX 68697 • SEATTLE, WASHINGTON 98168-0697
(253) 872-7173

BANK OF AMERICA
NORTH CAROLINA

66-798
531

10159234

Pay: **********Twenty-five dollars and no cents

| DATE | CHECK NO. | AMOUNT |
|---|---|---|
| November 8, 2011 | 10159234 | $*********25.00 |

**PAY** TO THE ORDER OF

IDWR Northern Region
7600 N Mineral Dr, Suite 100
Coeur d'Alene, ID 83815-7763

NOT NEGOTIABLE AFTER 90 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW

⑈10159234⑈ [redacted]