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DEC 21 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

IDWR / NORTH

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?
95-16238	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Rodney C Black
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): BLACKS COTTONWOOD LLC C/O DAVID BLACK
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 12009 E EMPIRE AVE BLDG C SPOKANE VALLEY WA 99206
Mailing address City State ZIP
509-209-6448 dave@artools.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: 10/30/2014
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature] owner 11-21-18
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A
Approved by [Signature] Processed by [Signature] Date 12-21-2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED **DE**

OCT 25 2018

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?
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Rodney C Black

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DAVID A. BLACK SON

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

12009 E Empire Ave, Bldg C

Mailing address

Spokane Valley

City

WA

State

99206

ZIP

509-209-6448

Telephone

dave@artools.com

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: 10-15-18

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:

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- 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.

8. Signature: David A Black SON of Rodney 10-16-18

Signature of new owner/claimant

Title, if applicable

Date

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Approved by _____ Processed by _____ Date _____

**CONSENT AND RESOLUTION OF MANAGERS AND MEMBERS
WITHOUT MEETING**

BLACK'S COTTONWOOD, LLC

October __, 2018

The undersigned, being the Manager and all of the Members of BLACK'S COTTONWOOD, LLC, pursuant to the provisions of RCW 30-25 do hereby consent to adopt, and do hereby adopt, the following resolutions:

WHEREAS, On September 25, 2014 the Members of the Company entered into an Operating Agreement for BLACK'S COTTONWOOD, LLC (Operating Agreement); and

WHEREAS, RODNEY C. BLACK was named as Manager of the Company; and

WHEREAS, on July 31, 2018, Member, Rodney C. Black died; and

WHEREAS, DAVID A. BLACK and SHELLIE BUHL were appointed as Co-Personal Representatives of the Estate of Rodney C. Black on September 17, 2018.

WHEREAS, pursuant to Paragraph 9.11.1 DAVID A. BLACK shall serve as Manager and Property Manager; and

WHEREAS, pursuant to Paragraph 10.4 (Event of Dissociation) of the Operating Agreement, the Members must elect within Ninety (90) days to continue the business of the Company; and

WHEREAS, it is the desire of all Members to continue the business of the Company.

WHEREAS, pursuant to Paragraph 9.11 the Manager, DAVID A. BLACK, desires to continue the business of the Company and desires to serve as Manager of the Company; and

WHEREAS, pursuant to Paragraphs 10.4, 10.7.2, and 11.2 the Manager consents to the admission of the ESTATE OF RODNEY C. BLACK as a Substituted Member with respect to the Units of RODNEY C. BLACK; and

WHEREAS, DAVID A. BLACK and SHELLIE BUHL, as Co-Personal Representatives of the Estate of Rodney C. Black desire and consent to the recognition of the ESTATE OF RODNEY C. BLACK as a Member of the Company.

NOW THEREFORE, the undersigned hereby adopt the following resolutions:

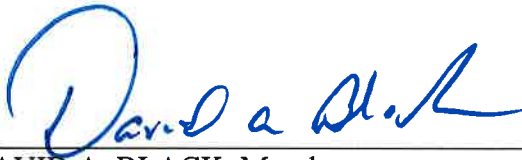
RESOLVED that the all the Members hereby unanimously elect to continue the business of the Company; and

RESOLVED that the Manager DAVID A. BLACK elects to continue the business of the Company and shall serve as Manager of the Company.

RESOLVED that the ESTATE OF RODNEY C. BLACK, become a Substitute Member entitled to and succeeding all the rights and benefits of the decedent, RODNEY C. BLACK.

The Manager and Members hereby execute this Consent in lieu of holding, conducting and attending a meeting, and authorize and direct the Manager to take all action necessary and proper to effectuate such resolution; and hereby state that this Consent shall have the same force and effect as a unanimous vote of Members and Manager at any meeting called to conduct Company business.

Effective as of the date first written above.



DAVID A. BLACK, Member



DAVID A. BLACK, Manager



CONNER BLACK, Member



MEAGEN BLACK, Member

Substitute Member, The Estate of Rodney C. Black, joins on this consent and agrees to be bound by the terms and conditions of the Operating Agreement of the Company



ESTATE OF RODNEY C. BLACK, Member
By: DAVID A. BLACK
Its: Co-Personal Representative

Substitute Member, The Estate of Rodney C. Black, joins on this consent and agrees to be bound by the terms and conditions of the Operating Agreement of the Company

ESTATE OF RODNEY C. BLACK, Member
By: SHELLIE BUHL
Its: Co-Personal Representative

RESOLVED that the all the Members hereby unanimously elect to continue the business of the Company; and

RESOLVED that the Manager DAVID A. BLACK elects to continue the business of the Company and shall serve as Manager of the Company.

RESOLVED that the ESTATE OF RODNEY C. BLACK, become a Substitute Member entitled to and succeeding all the rights and benefits of the decedent, RODNEY C. BLACK.

The Manager and Members hereby execute this Consent in lieu of holding, conducting and attending a meeting, and authorize and direct the Manager to take all action necessary and proper to effectuate such resolution; and hereby state that this Consent shall have the same force and effect as a unanimous vote of Members and Manager at any meeting called to conduct Company business.

Effective as of the date first written above.

DAVID A. BLACK, Member

DAVID A. BLACK, Manager

CONNER BLACK, Member

MEAGEN BLACK, Member

Substitute Member, The Estate of Rodney C. Black, joins on this consent and agrees to be bound by the terms and conditions of the Operating Agreement of the Company

Substitute Member, The Estate of Rodney C. Black, joins on this consent and agrees to be bound by the terms and conditions of the Operating Agreement of the Company

ESTATE OF RODNEY C. BLACK, Member
By: DAVID A. BLACK
Its: Co-Personal Representative



ESTATE OF RODNEY C. BLACK, Member
By: SHELLIE BUHL
Its: Co-Personal Representative

AFTER RECORDING MAIL TO:

James F. Topliff
Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, WA 99201

STATUTORY WARRANTY DEED

Grantor: Rodney C. Black
Grantee: Black's Cottonwood, LLC
Legal Descrip. (abbrev.): Ptns Lt 5, Blk 1, Black's Homesites
Parcel No.: 00780001005A

GRANTOR, Rodney C. Black, a single individual, to form and fund a family limited liability company, conveys and warrants to Black's Cottonwood, LLC, an Idaho limited liability company, Grantee, whose current address is 2624 SE 21st Place, Cape Coral, Florida, 33904, the following described real estate situated in the County of Kootenai, State of Idaho:

Parcel 1:

Lot 5, Block 1, BLACK'S HOMESITES, Kootenai County, State of Idaho, according to the plat recorded in Book "D" of Plats, page 107, EXCEPT that portion of said Lot 5, described as follows:

Beginning at the Southwest corner of said Lot 5; thence Easterly along the North line of Woodland Drive a distance of 77.965 feet to a point on the South line of said Lot 5; thence Northerly to a point on the North line of said Lot 5, fifty feet Easterly of the Northwest corner of said lot; thence Westerly to the Northwest corner of said lot; thence Southerly along the West line of said Lot 5 to the point of beginning; together with

Parcel 2:

A PORTION OF Lot 5, Block 1, BLACK'S HOMESITES, Book D of Plats, page 107, records of Kootenai County, Idaho, being the East 20.0 feet of the West Half of said Lot 5 and described as follows:

2



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 21, 2018

BLACKS COTTONWOOD LLC
C/O DAVID A BLACK
12009 E EMPIRE AVE STE C
SPOKANE VLY WA 99206-4537

SUBJECT: Ownership Change on Notice of Claim Number(s) 95-16238

Dear Mr. Black:

We have processed your change of ownership request on the Notice of Claim to a Water Right Number(s) listed above. Enclosed is a copy of the claim showing such change; for your records. Also, this information can be accessed on our website at www.idwr.idaho.gov.

Sincerely,

A handwritten signature in blue ink that reads "Dawn R. Lenon".

Dawn R. Lenon
Technical Records Specialist 1

Enclosure(s) Notice of Claim 95-16238