

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. 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 #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-33258	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

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

3. New Owner(s)/Claimant(s): Roosevelt Star, LLC
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

<u>6401 W Floating Feather Rd.</u>	<u>Eagle</u>	<u>ID</u>	<u>83616</u>
Mailing address	City	State	ZIP
<u>208-286-9344</u>	<u>Justin@LegacyIdaho.com; Ashley@LegacyIdaho.com</u>		
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: September 1, 2020

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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.
 - ☐ 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.

8. Signature: 	Authorized Agent	9/17/20
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 CS Date 09/21/2020 Receipt No. W048719 Receipt Amt. \$25⁰⁰
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 KE Processed by KE Date 01/15/2021

2020-050162

RECORDED

09/01/2020 02:53 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=3 PBRIDGES

\$15.00

TYPE: DEED

TITLEONE BOISE

ELECTRONICALLY RECORDED

Warranty Deed

For Value Received,

Western Farms, Inc., an Idaho corporation, the Grantor, does hereby grant, bargain sell and convey unto, Roosevelt Star, LLC, a Wyoming limited liability company, whose current address is 3858 N. Garden Center Way Ste. 200, Boise, ID 83703, the Grantee, the following described premises, in Canyon County, Idaho, To Wit:

Those portions of the Northeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, and portions of the Northwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 8, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Beginning at the Northwest corner of said Northeast Quarter of Northwest Quarter; thence North 89° 45' 23" East along the North boundary of the Northeast Quarter of the Northwest Quarter a distance of 1322.45 feet to the Northwest corner of said Northwest Quarter of the Northeast Quarter; thence North 89° 45' 25" East along the North boundary of said Northwest Quarter of the Northeast Quarter a distance of 1053.37 feet to a point which lies 268.56 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 0° 14' 26" East a distance of 554.24 feet; thence North 89° 45' 30" East parallel with the North boundary of the Northeast Quarter of the Northeast Quarter of said Section 8 a distance of 1021.59 feet; thence North 0° 14' 30" West a distance of 554.25 feet to a point on said North boundary; thence North 89° 45' 30" East along said North boundary a distance of 23.85 feet; thence South 0° 13' 16" East a distance of 616.07 feet; thence North 89° 45' 30" East parallel with said North boundary a distance of 150.00 feet; thence North 0° 13' 16" West a distance of 295.67 feet; thence North 89° 45' 30" East a distance of 390.74 feet to a point on the East boundary of said Northeast Quarter of the Northeast Quarter; thence South 0° 36' 43" West along said East boundary a distance of 981.74 feet; thence North 89° 49' 15" West a distance of 326.00 feet; thence South 58° 01' 03" West a distance of 46.96 feet; thence South 0° 37' 14" West a distance of 154.30 feet; thence South 32° 16' 45" East a distance of 267.34 feet; thence South 28° 18' 52" East a distance of 387.00 feet; thence South 89° 22' 11" East a distance of 33.00 feet to a point on the East boundary of said Southeast Quarter of the Northeast Quarter; thence

South 0° 37' 45" West along said East boundary a distance of 606.97 feet to the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence
 South 89° 45' 59" West along the South boundary of said Southeast Quarter of the Northeast Quarter a distance of 1321.70 feet to the Southeast corner of said Southwest Quarter of the Northeast Quarter; thence
 South 89° 45' 59" West along the South boundary of said Southwest Quarter of the Northeast Quarter a distance of 1321.71 feet to the Southeast corner of said Southeast Quarter of the Northwest Quarter; thence
 South 89° 46' 00" West along the South boundary of said Southeast Quarter of the Northwest Quarter a distance of 1324.01 feet to the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence
 North 0° 38' 12" East along the West boundary of said Southeast Quarter of the Northwest Quarter a distance of 314.94 feet; thence
 North 89° 46' 00" East parallel with said South boundary a distance of 873.92 feet to a point in the centerline of the Burris Lateral; thence traversing said centerline as follows:
 North 30° 50' 56" West a distance of 77.88 feet;
 Northwesterly 146.63 feet along the arc of a curve to the left having a central angle of 38° 16' 36", a radius of 219.49 feet and a long chord which bears North 49° 59' 18" West a distance of 143.92 feet;
 North 69° 07' 35" West a distance of 251.84 feet; Northwesterly 118.31 feet along the arc of a curve to the right having a central angle 56° 37' 16", a radius of 119.72 feet and a long chord which bears North 40° 50' 05" West a distance of 113.55 feet;
 North 12° 32' 33" West a distance of 229.23 feet; Northwesterly 73.59 feet along the arc of a curve to the left having a central angle of 36° 10' 52", a radius of 116.54 feet and a long chord which bears North 30° 38' 00" West a distance of 72.38 feet; thence
 North 48° 43' 26" West a distance of 422.44 feet to a point on the West boundary of said Southeast Quarter of the Northwest Quarter; thence
 North 0° 38' 12" East along said West boundary a distance of 108.60 feet to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence
 North 0° 38' 18" East along the West boundary of said Northeast Quarter of the Northwest Quarter a distance of 1326.82 feet to the Point of Beginning.

Excepting therefrom that portion more particularly described as follows:

That portion of the Southeast Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence
 North 00° 38' 12" East along the West boundary of the Southeast Quarter of the Northwest Quarter a distance of 314.94 feet; thence
 North 89° 46' 00" East parallel with the South boundary of said Southeast Quarter of the Northwest Quarter a distance of 873.92 feet to a point on the centerline of the Burris Lateral as it now exists. thence traversing said centerline as follows:
 South 30° 51' 00" East a distance of 168.78 feet; along a curve to the right having a central angle of 21° 04' 35", a radius of 148.15 feet, an arc length of 54.50 feet and a long chord which bears South 20° 18' 38" East a distance of 54.19 feet; thence
 South 06° 26' 22" East a distance of 119.46 feet to a point on the South boundary of said Southeast Quarter of the Northeast Quarter; thence leaving said centerline and bearing South 89° 46' 00" West along said South boundary a distance of 996.18 feet to the True Point of Beginning.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described. The Grantor covenants to the Grantee that (i) Grantor is the owner in fee simple of said premises; (ii) that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record; and (iii) that Grantor will warrant and defend the same from all lawful claims.

Dated: 9/1/2020

Western Farms, Inc., an Idaho corporation

By: [Signature]

Joe Weitz, President

State of Idaho, County of Canyon, ss.

On this 1 day of September 2020 in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Weitz, 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.

[Signature]
Notary Public

Residing in:

My Commission Expires:

(seal)

Residing at: Caldwell, Idaho
Commission Expires: 7/25/23

YOLANDA ADAME
COMMISSION #32346
NOTARY PUBLIC
STATE OF IDAHO

**CONSENT OF MANAGER OF
ROOSEVELT STAR, LLC**

The undersigned, being the sole Manager of Roosevelt Star, LLC, an Idaho limited company (the "**Company**"), does hereby consent to, and adopt and approve in writing the following actions, without a meeting:

RESOLVED, that Marty Goldsmith is hereby authorized to borrow funds from such commercial banking institutions as he deems advisable for the operation of the Company's affairs, and is further authorized to establish deposit accounts with such commercial banking institutions as he deems advisable for the operation of the Company's affairs; and further

RESOLVED, that Marty Goldsmith is hereby authorized to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds deposited with such commercial banking institutions as he deems advisable for the operation of the Company's affairs; and further

RESOLVED, that Justin Martin is authorized to execute any and all documents required to be signed in the process of development on behalf of Roosevelt Star, LLC.

IN WITNESS WHEREOF, the undersigned has hereunto executed this instrument as of the 30th day of November, 2015.



Brian F. McColl, Manager



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 15, 2021

ROOSEVELT STAR LLC
6401 W FLOATING FEATHER RD
EAGLE ID 83616-3119

Re: Change in Ownership for Water Right No: 63-33258

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right 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) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure