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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. 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?
29 65-2508	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: Gail McDonough
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Roman II Ranch LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1098 North Roosevelt Boise Id 83706
Mailing address City State ZIP
- 208-841-1054 mcdonoughgeorge15@gmail.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 25, 2016

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: [Signature] Manager March 22, 2016
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 [Signature] Date 3/24/16 Receipt No. WD43912 Receipt Amt. \$100⁰⁰

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 X Approved by _____ Processed by _____ Date _____

TRANSFER 80763



1500 S. Washington Ave., Ste. B
Emmett, ID 83617

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 588669 /JW

WARRANTY DEED

For Value Received

Gail A. McDonough an unmarried woman

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

Roman II Ranch LLC, and Idaho Limited Liability Company

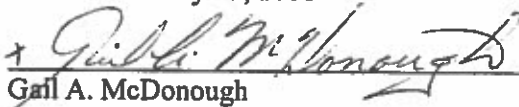
hereinafter referred to as Grantee, whose current address is 1098 N Roosevelt St Boise, ID 83706

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

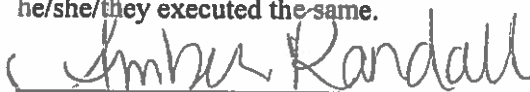
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises 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: February 25, 2016

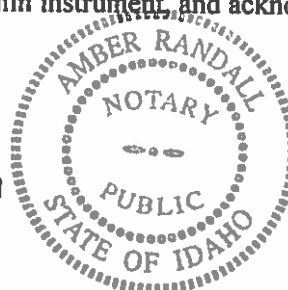

Gail A. McDonough

State of Idaho, County of Gem

On this 26th day of February in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Gail A. McDonough known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Residing at: _____
Commission Expires: _____
Residing in Emmett, Idaho
My commission expires: February 27, 2021
Residing in Emmett, Idaho



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EXHIBIT A

LEGAL DESCRIPTIONS OF REAL PROPERTY

RP07N01E146800 - 07N 01E SEC 14 TAX3942 - 5.626 acres
RP07N01E146925 - 07N 01E SEC 14 & 23 TAX3940 - 17.258 acres
RP07N01E230000 - 07N 01E SEC 14 & 23 TAX3946 - 5.589 acres
RP07N01E230750 - 07N 01E SEC 14,23 TAX5961 - 8.209 acres

Water rights transferred
to Roman II Ranch

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/11/2016

WATER RIGHT NO. 65-2508

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	GAIL A MC DONOUGH 10775 N HWY 52 HORSESHOE BEND, ID 83629 (208)584-3422
Original Owner	ANNA MARIE NEWELL 10770 N HWY 52 HORSESHOE BEND, ID 83629 (208)584-3523
Original Owner	GEORGE MC DONOUGH RT 1 HORSESHOE BEND, ID 83629

Priority Date: 05/06/1949

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PAYETTE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	0.68 CFS	
Total Diversion			0.68 CFS	

Location of Point(s) of Diversion:

PAYETTE RIVER|NENE Lt 1|Sec. 23|Township 07N|Range 01E|GEM County|

Place(s) of use:

Place of Use Legal Description: IRRIGATION GEM County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07N	01E	14		SESW	8									
				SWSE	2									
		23	2	NWNE	24									

Total Acres: 34

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 06/28/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

MARCH, 2016

REQUESTED

IRRIGATION POINT OF DIVERSION FOR ROMAN II RANCH LLC

Beginning at AP-7 in the NE1/4NE1/4 of Section 23 T.7N., R.1E., B.M., Idaho; thence east along the northern border of the Montour Valley Acquisition boundary 354 feet ; thence 275 feet more or less south to the point of diversion at the Payette River

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State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

ROMAN II RANCH LLC

File Number W 151516

I, LAWERENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company filed a certificate of organization in Idaho on 11 May 2015.

I FURTHER CERTIFY That the limited liability company has not been dissolved.

Dated: February 16, 2016



Lawrence Denney
SECRETARY OF STATE

By *Beatty*

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CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

FILED EFFECTIVE

(Instructions on back of application)

2015 MAY 11 AM 9:48

1. The name of the limited liability company is:

Roman II Ranch LLC

SECRETARY OF STATE
STATE OF IDAHO

2. The complete street and mailing addresses of the initial designated office:

1098 North Roosevelt Street Boise, ID 83706

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

George McDonough

(Name)

1098 North Roosevelt Street Boise, Id 83706

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

George McDonough

1098 North Roosevelt Street Boise, ID 83706

Ron McDonough

3898 South Suntrac Way, Boise, Idaho 83706

5. Mailing address for future correspondence (annual report notices):

1098 North Roosevelt Street, Boise, ID 83706

6. Future effective date of filing (optional): _____

Signature of a manager, member or authorized person.

Signature

Typed Name: George McDonough

Signature

Typed Name: Ron McDonough

Secretary of State use only

IDAHO SECRETARY OF STATE

05/11/2015 05:00

CK:300 CT:271473 BH:1475046

1@ 100.00 = 100.00 ORGAN LLC #2

W151516

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AMENDMENT TO CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Title 30, Chapters 21 and 25, Idaho Code

Base Filing fee: \$30.00.

Complete and submit the application in duplicate.

FILED EFFECTIVE

2015 NOV 27 AM 3:28

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:
Roman II Ranch LLC
2. The date the certificate of organization was originally filed : May 11, 2015
3. The name of the limited liability company is amended to:

4. The complete street and mailing addresses of the principal office is amended to:

(Street Address)

(Mailing Address, if different)
5. The mailing address for future correspondence (annual reports) is amended to:

(Address)
6. The name and address of the managers/members shall be amended as follows:

Add: ☒ Delete: ☐ Casey & Lonni McDonough 252 N. Flower Place, Eagle Id 83616
(Name) (Address)

Add: ☒ Delete: ☐ Raelene McDonough 3898 Suntree Way, Boise Id 83706
(Name) (Address)

Add: ☒ Delete: ☐ Aurora McDonough 1098 North Roosevelt, Boise Id 83706
(Name) (Address)
7. Signature of a manager, member, or authorized person.

Printed Name: George McDonough

Signature:

Printed Name: _____

Signature: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

11/27/2015 05:00

CK: 379 CT: 271473 BH: 1502135

1@ 30.00 = 30.00 ORGAN AMEN #2

W151516

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**OPERATING AGREEMENT OF
ROMAN II RANCH, LLC
an Idaho Limited Liability Company**

The undersigned members, desiring to form a limited liability company under the Idaho Limited Liability Act, hereby agree as follows:

**ARTICLE I
FORMATION**

1.1 Name. The name of the limited liability company is Roman II Ranch, LLC (the "LLC").

1.2 Articles of Organization. Articles of Organization were filed with the Idaho Secretary of State on May 11, 2015.

1.3 Duration. The LLC shall exist until dissolved as provided in this operating agreement.

1.4 Principal Place of Business. The principal office of the LLC shall be at 1098 N Roosevelt St, Boise, Idaho, 83706. The managers may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The LLC's registered office shall be at 1098 N Roosevelt St, Boise, Idaho, 83706, and the name of its initial registered agent at such address shall be George McDonough. The managers may change the registered office and registered agent from time to time.

1.6 Business Purpose. The purpose of the LLC shall be to conduct any and all lawful business in the purchase parcels of real property located in Horseshoe Bend, Idaho and legally described in the attached Exhibit "A".

1.7 Agreement. The members executing this operating agreement hereby agree to the terms and conditions contained herein, as they may from time to time be amended. To the extent any provision of this operating agreement is prohibited or ineffective under the Act, this operating agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this operating agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

ARTICLE 2
MEMBERS, CONTRIBUTIONS AND INTERESTS

2.1 Names and Addresses. The names and addresses of the members of the LLC, and their initial capital contributions and ownership interests are:

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Ownership Interest</u>
Ron and Raelene McDonough 3898 Suntree Way Boise, ID 83706	\$46,666.67	33.33%
George & Aurora McDonough 1098 N Roosevelt Place Boise, ID 83706	\$46,666.67	33.33%
Casey and Lonni McDonough 252 N Flower Place Eagle, ID 83616	\$46,666.67	33.33%

2.2 Limitation of Liability. Each member and manager's liability shall be limited to the maximum extent permitted by applicable law. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs shall not be grounds for imposing personal liability on the members or managers for liabilities of the LLC.

2.3 No Liability for LLC Debts. A member shall not be personally liable for any debts or losses of the LLC, except as otherwise required by law.

2.4 No Member Authority. No member shall have any power or authority to contract on behalf of the LLC or otherwise bind the LLC unless the member has been given written authorization from all of the managers to act as an agent of the LLC.

2.5 Other Business of Members. Any member may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the LLC for such business or investments or for business or investment opportunities.

2.6 Additional Members. Additional members shall not be admitted except with the consent of all of the managers.

2.7 Additional Contributions.

2.7.1 Except as set forth in this Section 2.7, no member shall be required or permitted to make any additional capital contributions. In the event the managers determine by unanimous vote that additional funds in excess of the initial capital contributions are required by the LLC for its business or any of its obligations, expenses, costs, liabilities or expenditures, or for improvements

preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.12 Waivers. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this operating agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.13 Attorneys Fees. In the event any action is instituted to enforce or determine the members' and/or managers' rights or duties arising out of the terms of this operating agreement, the prevailing party shall recover reasonable attorney fees and costs through all levels of any action incurred in such proceeding, including, without limitation, bankruptcy proceedings.

11.14 Entire Agreement. This operating agreement constitutes the whole agreement between the parties hereto and no warranties, agreements or representations have been made or shall be binding upon any party unless set forth herein. All prior oral agreements between the parties are merged into and superseded by this operating agreement.

ADOPTED effective as of the 18th day of February, 2016, by the undersigned, constituting all of the members and managers.

AuthentiSIGN
George McDonough
2/18/2016 11:52:14 AM MST
GEORGE MCDONOUGH, Manager and Member

AuthentiSIGN
Ron McDonough
2/18/2016 11:52:52 AM MST
RON MCDONOUGH, Member

AuthentiSIGN
Casey A. McDonough
2/20/2016 9:24:36 AM MST
CASEY MCDONOUGH, Member

AuthentiSIGN
Lonni McDonough
2/18/2016 11:51:10 AM MST
LONNI MCDONOUGH, Member

Authentisign ID: F7EC36B4-AA8D-47AD-8273-972D5AA4FCA9

Authentisign

EILEEN MCDONOUGH, Member
2/20/2018 12:57:12 PM MST

Authentisign

Aurora McDonough
2/19/2018 11:54:44 AM MST
AURORA MCDONOUGH, Member