

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 03 2024

Department of Water Resources
Eastern Region

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 #7 of the instructions. RME / WOD 1

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-11B <u>OK</u>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
22-340B <u>OK</u>	Yes ☒	Yes ☐	22-11 B (Split into 22-11 B and 22-14608)		es ☐
22-341B <u>OK</u>	Yes ☒	Yes ☐	22-340B (Split into 22-340B and 22-14609)		es ☐
22-342B <u>OK</u>	Yes ☒	Yes ☐	22-341B (Split into 22-341B and 22-14610)		es ☐
	Yes ☐	Yes ☐	22-342B (Split into 22-342B and 22-14611)		es ☐
				Yes ☐	Yes ☐

2. Previous Owner's Name: Judy Lopez and Kay Kesl

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Noctua Holdings LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

295 E Swedeeford Rd, PMB #178

Wayne

PA

19087

Mailing address

City

State

Zip

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 7, 2022
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 # 22-11B

8. Signature:  Vice President 06/20/2024

Robert Fedoris (Jun 20, 2024 16:33 EDT)

Signature of new owner/claimant
Robert Fedoris

Title, if applicable

Date

Print name

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

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by JB Date 7/3/2024 For IDWR Office Use Only: Receipt No. E050214 Receipt Amt. \$400.- for this app

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 JB Processed by JB Date 7/8/2024

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 277918

TETON COUNTY, IDAHO
09-29-2022 09:05:00 No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - DRIGGS
KIM KEELEY Fee: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1062886-T (jw)**

Date: **September 07, 2022**

For Value Received, **Monte Britt Kesi and Reka Lopez-Nanez formerly known as Reka M. Pollock, Successor Trustees of the Kay & Judy Ranch Trust, dated May 5, 2012**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Noctua Holdings, LLC, a Delaware limited liability company**, hereinafter called the Grantee, whose current address is **295 E Swedeeford Rd, PMB #178, Wayne, PA 19087**, the following described premises, situated in Teton County, Idaho, to-wit:

PARCEL 1

THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

PARCEL 2

A PART OF THE S $\frac{1}{2}$ NW $\frac{1}{4}$ SECTION 23, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:

**COMMENCING AT THE WEST QUARTER CORNER, THENCE N.00°34'59"E., 1319.39 FEET TO A POINT ON THE NORTH LINE OF THE S $\frac{1}{2}$ NW $\frac{1}{4}$;
THENCE S.89°51'14"E., 2630.69 FEET TO A POINT ON THE EAST LINE OF THE NW $\frac{1}{4}$;
THENCE S.00°37'58"W., 656.18 FEET ALONG THE EAST LINE OF THE NW $\frac{1}{4}$ TO A POINT;
THENCE N.89°50'15"W., 1305.00 FEET TO A POINT;
THENCE S.00°37'58"W., 664.00 FEET TO A POINT ON THE SOUTH LINE OF THE NW $\frac{1}{4}$;
THENCE N.89°49'24"W., 1324.53 FEET TO THE POINT OF BEGINNING.**

PARCEL 3

A PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 23, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:

**FROM THE SE CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 23, THENCE N.89°50'15"W., 525.00 FEET ALONG THE SOUTH LINE OF THE NW $\frac{1}{4}$ TO THE TRUE POINT OF BEGINNING;
THENCE N.89°50'15"W., 780.00 FEET FURTHER ALONG THE SOUTH LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 23 TO A POINT;
THENCE N.00°37'58"E., 664.00 FEET TO A POINT;
THENCE S.89°50'15"E., 1305.00 FEET TO A POINT ON THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 23;
THENCE S.00°37'58"W., 60.00 FEET ALONG THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 23 TO A POINT;**

Date: 09/07/2022

Warranty Deed
- continued

File No.: 1062886-T (jw)

**THENCE N.89°50'15"W., 525.00 FEET TO A POINT;
THENCE S.00°37'58"W., 604.00 FEET TO THE POINT OF BEGINNING.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except of S. patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

NOT A LEGAL COPY

Date: 09/07/2022

Warranty Deed
- continued

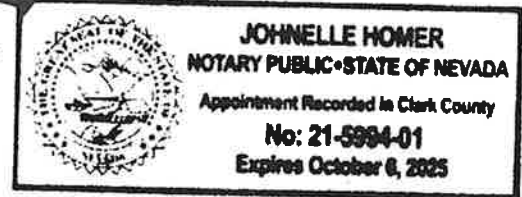
File No.: 1062886-T (jw)

Monte Britt Kesi
Monte Britt Kesi

STATE OF NV)
) ss.
 COUNTY OF CLARK)

On this 9-10-2022, before me, a Notary Public in and for said State, personally appeared **Monte Britt Kesi**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Successor Trustee of the **the Kay & Judy Ranch Trust, dated May 5, 2012** Trust, and acknowledged to me that he executed the same as such Successor Trustee.

Johnelle Homer
 Notary Public of Nevada
 Residing at: mesquite, NV
 Commission Expires: 10-06-2025



Date: 09/07/2022

Warranty Deed
- continued

File No.: 1062886-T (jw)

Reka Lopez Nanez**Reka Lopez-Nanez formerly known as Reka M. Pollock**STATE OF Idaho)
COUNTY OF Ada)
SS.

On this 9-14-22, before me, a Notary Public in and for said State, personally appeared **Reka Lopez-Nanez formerly known as Reka M. Pollock, Successor Trustee of the Kay & Judy Ranch Trust, dated May 5, 2012**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.



Lisa Palmer
Notary Public of Idaho
Residing at: Mendenhall, ID
Commission Expires: 7.31.2025

Kay & Judy Ranch Trust

Date 5/5/12

Whereas we, Kay F. Kesi and Judy I. Lopez, herein named Grantors with the express intention of establishing a private trust, hereby transfers to the named Trustees, all of the property inventory attached hereto and listed in Exhibit A, to constitute, together with property that may become part of this Agreement, a Trust Estate to be administered and distributed by the Trustees as provided in this Agreement for the benefit of the named Beneficiaries.

ARTICLE 1. TERMS AND DEFINITIONS

Section 1.01. The following Terms and Definitions used in this instrument are to clarify their meanings for those who are or will be named in this Trust.

Grantor is the individual or individuals who create the Trust, and who places the assets in the Trust. (Sometimes referred to as the **Settlor or Trustor**.)

Trustee is the individual or individuals who handle the administration and management of the Trust.

Successor Trustee is named to succeed you as manager of the Trust's assets upon your death or incompetence. He or she is in a FIDUCIARY CAPACITY and takes care of all the financial matters relating to the Trust but must act with prudence and strictly according to the Trust's instructions.

Income Beneficiaries can be anyone, including the Trustees, or any institution you choose.

Secondary Beneficiaries are usually your children but may also be an institution, charity, or other people.

Conservator is an individual who will take care of you if you become incapacitated, and is responsible for ensuring your personal safety, comfort, and well-being.

Guardian is referred to as the person responsible for the care and well-being of minor children.

Per stirpes means the children of a deceased beneficiary will take his or her share.

ARTICLE 2. DESIGNATED INDIVIDUALS

Section 2.01. The Grantors: Kay F. Kesi and Judy I. Lopez

Section 2.02. The Trustees: Kay F. Kesi and Judy I. Lopez

Section 2.03. The Successor Trustees: Monte Britt Kesi and Reka M. Pollock

Section 2.04. The Conservator for Kay F. Kesi: Monte Britt Kesi

Section 2.05. The Alternate Conservators for Kay F. Kesi: Susan H. Rogers and Sandra K. Stull

Section 2.06. The Conservator for Judy I. Lopez: Reka M. Pollock

Section 2.07. The Alternate Conservator for Judy I. Lopez: Kelley E. Lopez

ARTICLE 3. TRUSTEE'S POWER

MANAGEMENT OF TRUST PROPERTY

Section 3.01. The Trustees will with respect to any and all property which may at any time be held by it in trust pursuant to this Agreement, whether such property constitutes principal or accumulated income of the Trust Estate, have power, exercisable in the Trustees' discretion at any time and from time to time on such terms and in such manner as the Trustees may deem advisable to:

- Invest and reinvest the trust funds in such property as the Trustees may deem advisable, whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests in any common trust fund or funds now or hereafter established and administered by the Trustees solely for the investment of trust funds;
- Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise;
- Carry insurance of such kinds and in such amounts at the expense of the Trust as the Trustees may consider advisable;
- Commence or defend at the expense of the Trust such litigation with respect to the Trust or any property of the Trust Estate as the Trustees may deem advisable;
- Sell, convey, exchange, convert, improve, repair, manage, operate, and control;
- Vote and give proxies to vote any securities, including stock of the Trustee, having voting rights.
- Pay any assessments or other charges levied on any stock or other security held by it in trust pursuant to this Agreement;
- Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities that are part of the Trust Estate, and incident to such participation deposit securities with and transfer title of securities to any protective or the committee established to further or defeat any such plan or proceeding;
- Enforce any mortgage or deed of trust or pledge held by it in trust pursuant to this Agreement and at any sale under any such mortgage, deed of trust, or pledge to bid and purchase for and at the expense of the Trust any property subject to such security instrument;
- Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against the Trust, and faithful performance of its fiduciary obligations, do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken or exercised by an absolute owner of the trust property.
- Subject to any limitations expressly set forth in this Agreement and the faithful performance of its fiduciary obligations, do all such acts, take all such proceedings, and exercise all such rights and privileges as could be taken or exercised by an absolute owner of the trust property.

POWER TO BORROW MONEY

Section 3.02. The Trustees will have the power to borrow money from any person, firm, or corporation, for any trust purpose on such terms and conditions as the Trustees may deem proper and to obligate the Trust to repay such borrowed money.

DETERMINATION OF INCOME AND PRINCIPAL

Section 3.03. Except as otherwise specifically provided in this Agreement, the Trustees will have full power and authority to determine, in its discretion, what will constitute principal of the Trust Estate, gross income from the Trust Estate, and the net income of the Trust Estate distributable under the terms of this Agreement. The determination of the Trustees as to what constitutes principal, gross income, or net income of the Trust Estate will, except as may be otherwise expressly provided in this Agreement, be conclusive and binding on all persons in any manner interested in this Trust.

DETERMINATION OF INCOME AND PRINCIPAL

Section 3.04. Except as otherwise specifically provided in this Agreement, the Trustees will have full power and authority to determine, in its discretion, what will constitute principal of the Trust Estate, gross income from the Trust Estate, and the net income of the Trust Estate distributable under the terms of this Agreement. The determination of the Trustees as to what constitutes principal, gross income, or net income of the Trust Estate will, except as may be otherwise expressly provided in this Agreement, be conclusive and binding on all persons in any manner interested in this Trust.

TAXES AND EXPENSES OF TRUST

Section 3.05. All taxes, assessments, fees, charges, and any other expenses incurred by the Trustees in the administration or protection of this Trust, including compensation of the Trustees provided for in this Agreement, will be a charge to the Trust Estate and will be paid by the Trustees prior to final distribution of the trust property.

GENERAL POWERS GIVEN TO THE TRUSTEE

Section 3.06. The Trustees will do all acts, will take all the proceedings, and will exercise all the rights, powers, and privileges which an absolute owner of the property would have, subject always to the discharge of its fiduciary obligations; the enumeration of certain powers in this Trust Agreement will not limit the general or implied powers of the Trustees; the Trustees will have all additional powers that may now or hereafter be conferred on it by law or that may be necessary to enable the Trustees to legally administer the trust in accordance with the provisions of this Trust Agreement, subject to any limitations specified in this Trust Agreement.

ARTICLE 4. ADDING PROPERTY

Section 4.01. The Grantors will have the right, at any time, either during their lifetime or by Will at their death, to add other property, acceptable to the Trustees, to the Trust created by this Agreement and such property, when received and accepted by the Trustees, will become a part of the Trust Estate of this Trust.

Section 4.02. With prior approval by the Trustees, any individual or entity may add property, real or personal, to the trust created by this Agreement and such property, when received and accepted by the Trustees, will become a part of the Trust Estate of this Trust.

ARTICLE 5. DISTRIBUTIONS BY TRUSTEES

DISTRIBUTION OF INCOME

Section 5.01. The Trustees will, not less often than annually, pay to or apply for the benefit of the Original Income Beneficiaries, in such proportions as the Trustees in the Trustees' absolute discretion may determine, the net income of the Trust Estate.

After the death of the Original Income Beneficiaries, distribution of trust assets will be governed by the provisions outlined in Articles 11 & 12 of this instrument.

INVASION OF PRINCIPAL

Section 5.02. At any time, the Trustees may pay to or apply for the benefit of the Original Income Beneficiaries such amounts as the Trustees may elect from the principal of the Trust Estate, up to the whole thereof, if the Trustees determines, in the Trustees' absolute discretion, that it is in the best interests of the Original Income beneficiaries to so do.

DISTRIBUTIONS OF PRINCIPAL

Section 5.03. After the death of the Original Income Beneficiaries, the Trust will be governed by Articles 11 & 12 of this instrument.

ARTICLE 6. TRUST REVOCABLE

Section 6.01. This Trust will be REVOCABLE and will be subject to amendment.

ARTICLE 7. TERMINATION OF TRUST

Section 7.01. This Trust will in all events terminate no later than twenty-one (21) years after the death of the last Beneficiary.

ARTICLE 8. BENEFICIARY'S RIGHTS

SPENDTHRIFT PROVISION

Section 8.01. No Beneficiaries of this Trust will have any right, power, or authority to alienate, encumber, or hypothecate his or her interest in the principal or income of this Trust in any manner, nor will such interest of any such Beneficiaries be subject to claims of his or her creditors or liable to attachment, execution, or other assignments.

PAYMENTS TO MINORS

Section 8.02. In any case where payment is to be made to or for the benefit of a minor, the Trustees may make such payment to such minor as an allowance, or to the parent or guardian of such minor, or to any other person having the care and control of the minor with whom the minor may reside, and the receipt of any such person for any payment will be a complete discharge of the Trustees as to the amounts paid.

PAYMENTS TO INCOMPETENT

Section 8.03. In any case where payment is to be made to an incompetent, the Trustees may make such payment to the court appointed Guardian or Conservator.

EXERCISE OF POWERS BY INCOMPETENT

Section 8.04. Unless otherwise specifically provided in this Agreement, all powers granted to any person by the provisions of this Agreement may be exercised at anytime during the life of that person, except that if declared incompetent and a guardian or conservator is appointed for that person, then neither that person nor any appointed guardian or conservator will have any authority to exercise any powers granted to that person by any of the provisions of this Agreement.

DEFINITION OF "INCOMPETENT," INCOMPETENCY"

Section 8.05. The terms "incompetent," "incompetency," or other words of similar import will be construed as used in this Declaration to refer to all cases where a conservator for a person having rights under this Declaration has been appointed by a court of competent jurisdiction for any reason except minority of such person. Any person having rights under this Declaration will be deemed competent and his competency will be unquestioned by the Trustee until a court of competent jurisdiction has appointed a conservator for such person.

APPOINTMENT OF A CONSERVATOR

Section 8.06. Upon the receipt, in writing, that a person having rights under this Agreement has been declared Incompetent, the Trustee, thereafter, will transact any trust business effecting the said person, with the appointed Conservator. If the Conservator cannot serve, then the Alternate Conservator will be appointed.

PAYMENT OF DEATH TAXES

Section 8.07. Except as otherwise specifically provided in the Agreement, any and all federal estate taxes and any state death taxes imposed on or by reason of the inclusion of any portion of the Trust Estate in the gross taxable estate of the Grantor will be paid from the principal of the Trust Estate by the Trustee and the ultimate burden of any such taxes will be allocated and charged by the Trustee as provided by law.

ARTICLE 9. TRUSTEE PROVISIONS

APPOINTMENT OF SUCCESSOR TRUSTEE

Section 9.01. The Trustees will have the right to appoint or remove Successor Trustee. Such Successor Trustee will become the Trustee of this Trust upon the death, resignation or inability of the Trustees of this Trust to continue as Trustees.

RIGHTS AND POWERS OF SUCCESSOR TRUSTEE

Section 9.02. Any Successor Trustee appointed by this Agreement will, on the death, resignation, or inability of the named Trustee to continue to act, will immediately become the Trustee of this Trust Estate and have all the powers, rights, discretion, obligations, and immunities of the Trustee under this Agreement with the same effect as though the Successor Trustee were originally named as Trustee in this Agreement.

VACANCY OF TRUSTEESHIP

Section 9.03. If the Trusteeship becomes vacant through death, resignation or inability of the Trustees to continue to act as Trustees of this Trust and no Successor Trustee has been appointed, then any Beneficiary of this Trust may secure, at the expense of the Trust, the appointment of a Successor Corporate Trustee by a court of competent jurisdiction.

COMPENSATION OF TRUSTEESHIP

Section 9.04. The Trustees will be entitled to be paid reasonable compensation without prior court approval.

BOND

Section 9.05. No bond will be required of the original Trustees or any Successor Trustee; or if a bond is required by law, no surety will be required on any such bond.

LIMITATION OF TRUSTEE'S LIABILITY

Section 9.06. Any Trustee appointed under this Trust Agreement will not, at any time, be held liable for any action or any default of himself/herself or his/her agent or of any other person in connection with the administration of this trust estate, unless caused by his own gross negligence or by a willful commission by him of an act in breach of this trust.

ARTICLE 10. CONSTRUCTION OF TRUST

APPLICABLE LAW

Section 10.01. The trust created by this Agreement has been accepted by the Trustees in the State executed and will be administered by the Trustees and its validity, construction, and all rights under it will be governed by the laws of the said State of Idaho.

INVALIDITY OF ANY PROVISION

Section 10.02. Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement will be and continue to be fully effective.

NOTICES

Section 10.03. Any notices or other communications required or permitted by this Agreement to be delivered to or served on the Trustees will be deemed properly delivered to, served on, and received by the Trustees when personally delivered to the Trustees or, in lieu of such personal service, when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustees.

Section 10.04. Within this instrument, the case (singular/plural) and the gender (male/female) will be interchangeable as required by the body of the text.

ARTICLE 11. BENEFICIARIES

PAYMENTS NOT FOR MINOR'S SUPPORT

Section 11.01. No payments made by the Trustees pursuant to the terms of this Agreement to or for the benefit of the Income Beneficiaries during the minority of such Beneficiaries will discharge, in whole or in part, the Grantors' legal obligation to provide for support, maintenance, and education of such minor Beneficiary.

BENEFICIARIES

Section 11.02. Original Income Beneficiaries: Kay F. Kesi & Judy I. Lopez

Section 11.03. Kay F. Kesi's Secondary Beneficiaries: Susan H. Rogers, Sandra K. Stull, & Monte Britt Kesi

Section 11.04. Judy I. Lopez's Secondary Beneficiaries: Reka M. Pollock & Kelley E. Lopez

ARTICLE 12. SPECIAL PROVISIONS

Section 12.01.

- At the death of the Trustees, The Successor Trustees will meet with the Secondary beneficiaries only (no spouses, grandchildren or others present), and all decisions by the Trustees will be final.
- In the event that all or part of the property listed in Exhibit A is sold, the proceeds will be divided equally between Kay F. Kesi and Judy I. Lopez or the survivor of them per/stirpes.
- In the event of Kay F. Kesi's death, her 50% share of the remainder of this trust is to be divided as follows: Susan H. Rogers to receive 21.3 acres, Monte Britt Kesi to receive 21.3 acres, and Sandra K. Stull to receiving 13.5 acres, or the equivalent of the value, if sold, or the survivor of them per/stirpes.
- In the event of Judy I. Lopez's death, her 50% share of the remainder of this trust is to be divided equally among Reka M. Pollock & Kelley E. Lopez or the equivalent of the value, if sold, or the survivor of them per/stirpes.
- When any Trust property is to be sold, any of the beneficiaries will have first option to purchase the Trust property, and then said beneficiaries will draw lots for said privilege. The property will be purchased at fair market value and financed through a mortgage or loan facility, if necessary, and in no way financed through this Trust or its' beneficiaries.
- Any rent received or taxes to be paid is to be split between Kay F. Kesi's 50% & Judy I. Lopez's 50%.
- If anyone tries to contest this trust, his/her share will be one dollar.

IN WITNESS WHEREOF, this Trust Agreement has been signed by the Grantors and the Trustees on the dates indicated.

Kay F. Kesi, Grantor

Date

Judy I. Lopez, Grantor

Date

Kay F. Kesi, Trustee

Date

Judy I. Lopez, Trustee

Date

ACKNOWLEDGMENT

On this day before me, a notary public, personally appeared the Grantors and the Trustees who are Kay F. Kesi & Judy I. Lopez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names subscribed to this instrument, and acknowledged that they executed it.

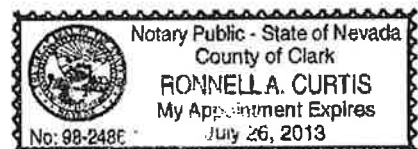
Date

Notary Public for the State of Nevada

County of Clark

5-5-12 Judy I. Lopez appeared before me. Kay & Judy Ranch Trust Page 7 of 7 Pages

Lisa Palmer
com. exp. 7-31-13
meridian, ID
State of Idaho



When recorded mail to:
Kay F. Kesi & Judy Lopez
7590 Carriage Ln.
Boise, ID 83704

QUIT-CLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, we, Kay Kesi and Judy Lopez, Grantors, hereby quit-claim to Kay F. Kesi and Judy I. Lopez as Grantors & Trustees with Monte Britt Kesi and Reka M Pollock as Successor Trustees to the Kay & Judy Ranch Trust dated 5/5/12. All rights, title and interest in that real property situated in the County of Teton, State of Idaho, the following described tract of land:

Legal Description:

Legal Description: SE2NE4 TAX # 32295
SEC 22 T6N R45E
RP 06N45E221800
TOT ACRES: 40.000

TOGETHER WITH all improvements and appurtenances thereunto belonging.

SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity

WITNESS the hand of said Grantors, this 26 day of April, 2012.

Witness 1
Charles L Kesi
Charles L Kesi

Kay Kesi

Witness 2
Linda K Kesi
Linda K Kesi

Judy Lopez
Judy Lopez

On 26 day of April, 2012 personally appeared before me, Kay Kesi & Judy Lopez, Grantors the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

State of Nevada

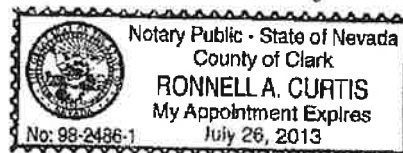
County of Clark

Notary Public, Judy Lopez

Lisa Palmer
Merriman Idaho
com. exp. 7-31-13
State Idaho

Notary Public

Ronnell A Curtis



When recorded mail to:
Kay F. Kesl & Judy Lopez
7590 Carriage Ln.
Boise, ID 83704

QUIT-CLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, we, Kay Kesl and Judy Lopez, Grantors, hereby quit-claim to Kay F. Kesl and Judy I. Lopez as Grantors & Trustees with Monte Britt Kesl and Reka M Pollock as Successor Trustees to the Kay & Judy Ranch Trust dated 5/5/12. All rights, title and interest in that real property situated in the County of Teton, State of Idaho, the following described tract of land:

Legal Description:

Legal Description: S2NW4 TAX # 3205
SEC 23 T6N R45E
RP 06N45E233605
TOT ACRES: 59.300

TOGETHER WITH all improvements and appurtenances thereunto belonging.

SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity

WITNESS the hand of said Grantors, this 26 day of April, 2012.

Witness 1
Charles L Kesl
Charles L Kesl

Witness 2
Linda K Kesl
Sinda K Kesl

Kay Kesl

Judy Lopez

On the 26 day of April, 2012 personally appeared before me, Kay Kesl & Judy Lopez, Grantors the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

State of: Nevada

County of: Clark

on 5-5-12

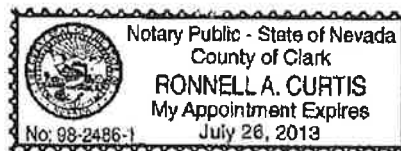
Personally appeared

Notary Public

Ronnell A Curtis



Judy Lopez
hus. [Signature]
Mendocino, ID
com-exp 7-31-13



When recorded mail to:
Kay F. Kesi & Judy Lopez
7590 Carriage Ln.
Boise, ID 83704

QUIT-CLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, we, Kay Kesi and Judy Lopez, Grantors, hereby quit-claim to Kay F. Kesi and Judy I. Lopez as Grantors & Trustees with Monte Britt Kesi and Reka M Pollock as Successor Trustees to the Kay & Judy Ranch Trust dated 5/5/12. All rights, title and interest in that real property situated in the County of Teton, State of Idaho, the following described tract of land:

Legal Description:

Legal Description: SE2NW4 TAX # 5805
SEC 23 T6N R45E
RP 06N45E234506
TOT ACRES: 12.510

TOGETHER WITH all improvements and appurtenances thereunto belonging.

SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity

WITNESS the hand of said Grantors this 26 day of April 2012.

Witness 1
Charles L Kesi
Charles L Kesi

Kay Kesi

Witness 2
Linda Kesi
Sinda Kesi

Judy Lopez

On the 26 day of April 2012 personally appeared before me, Kay Kesi & Judy Lopez, Grantors the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

State of: Nevada

County of: Clark

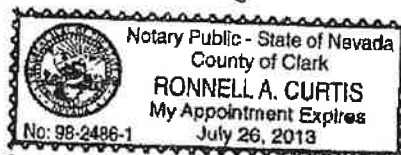
Notary Public

State of Idaho

Notary Public

State of Idaho

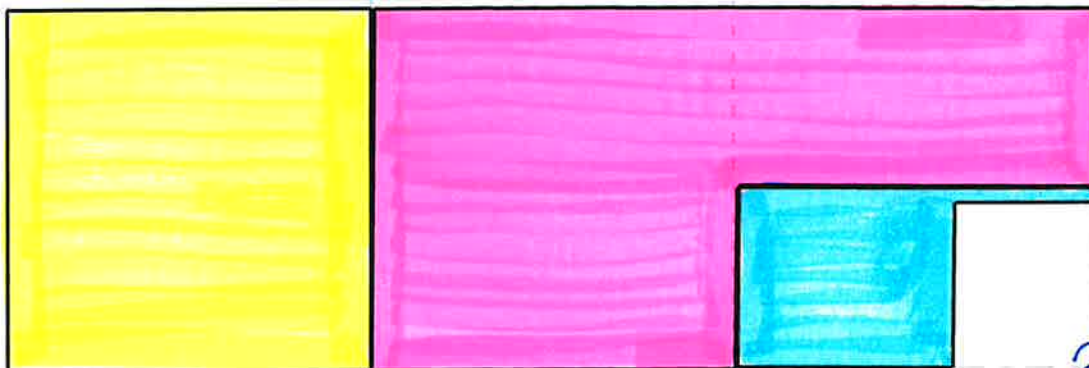
Notary Public



5-5-12
Personally appeared
Judy Lopez
5-5-12
is
meridian ID
Come exp 7-31-13 state of Idaho



22



23

Parcel 1

Parcel 2

Parcel 3

277918 Kay & Judy Ranch Trust to Noctua Holdings LLC

7/3/2024

Scale: 1 inch= 700 feet

File: 22-11B, 22-340B, 22-341B, 22-342B

Tract 1: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.

Tract 2: 59.7999 Acres, Closure: n89.3735w 3.01 ft. (1/2627), Perimeter=7897 ft.

Tract 3: 12.6125 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=3938 ft.

01 /ne,se,ne,22,6n,45e

02 s0w 1320.00

03 s90w 1320.00

04 n0e 1320.00

05 n90e 1320.00

06 @0

07 /sw,nw,23,6n,45e

08 n00.3459e 1319.39

09 s89.5114e 2630.69

10 s00.3758w 656.49

11 n89.5015w 1302.00

12 s00.3758w 664.00

13 n89.4924w 1324.53

14 @0

15 /se,nw,23,6n,45e

16 /n89.5015w 525.00

17 n89.5015w 780.00

18 n00.3758e 664.00

19 s89.5015e 1305.00

20 s00.3758w 60.00

21 n89.5015w 525.00

22 s00.3758w 604.00



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 08, 2024

NOCTUA HOLDINGS LLC
295 E SWEDESFORD RD PMB 178
WAYNE PA 19087-1462

Re: Change in Water Right Ownership: 22-11 B (Split into 22-11 B and 22-14608), 22-340B (Split into 22-340B and 22-14609), 22-341B (Split into 22-341B and 22-14610), 22-342B (Split into 22-342B and 22-14611)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 497-3787.

Sincerely,

Jonie Bailly
Technical Records Specialist 1

Enclosure(s)

cc: ROCKY MOUNTAIN ENVIRONMENTAL
WATER DISTRICT 01