

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
SEP 27 2018
DEPARTMENT OF
WATER RESOURCES

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?
63-2268	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-4254	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63- ~~4697~~	Yes ☐	Yes ☐		Yes ☐	Yes ☐
16961	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Joanne and Mark Allen Henzler
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): H.O.T. 3, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------|---------------------------------|-----------|--------------|
| <u>2901 E Pine</u> | <u>Meridian</u> | <u>ID</u> | <u>83642</u> |
| Mailing address | City | State | ZIP |
| <u>208-855-5514</u> | <u>Eric@McfarlandRitter.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: November 16, 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.

SUPPORT DATA

IN FILE #

8. Signature: [Signature] Member, HOT 3, LLC 9/25/2018
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 9.27.18 Receipt No. C105716 Receipt Amt. 25

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 _____ Processed by [Signature] Date 11-9-18

Please find attached the Warranty Deed for Tax parcel numbers SO423110120 and SO423110200 from Mark henzler, Joanne Henzler and Stonegate Ranch, Inc. to HOT 3, LLC. The Purchase and Sale Agreement is also attached..

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

H.O.T. 3, LLC
P.O. Box 1335
Meridian, ID 83680

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=4 VICTORIA BAILEY
FIRST AMERICAN TITLE INSURANCE CO.- API

2016-113038
11/21/2016 04:14 PM
\$19.00

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

2749389 ID

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, MARK A. HENZLER, PATRICIA J. HENZLER, aka JOANNE P. HENZLER and STONEGATE RANCH, INC. ("Grantors") convey and specifically warrant to H.O.T. 3, LLC, an Idaho limited liability company ("Grantee"), whose address is P.O. Box 1335, Meridian, Idaho 83680, and its successors and assigns forever the following described real property:

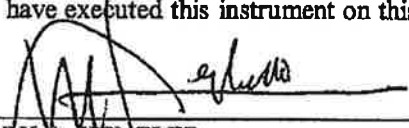
Attached hereto as Exhibit "A."

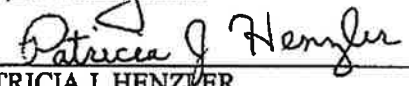
SUBJECT TO taxes and assessments for the year 2016 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

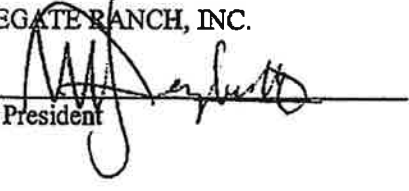
The Grantors covenant to Grantee that Grantors are the owners in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantors, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims of or through Grantors but none other.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 16 day of November, 2016.


MARK A. HENZLER


PATRICIA J. HENZLER

STONEGATE RANCH, INC.

By: 
President

SPECIAL WARRANTY DEED - 1

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

H.O.T. 3, LLC
P.O. Box 1335
Meridian, ID 83680

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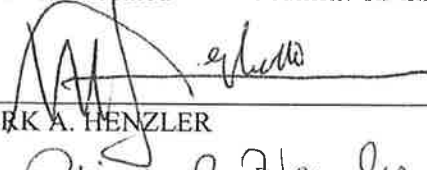
Attached hereto as Exhibit "A."

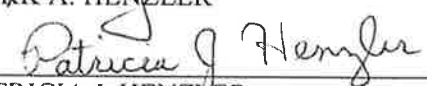
SUBJECT TO taxes and assessments for the year 2016 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantors covenant to Grantee that Grantors are the owners in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantors, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims of or through Grantors but none other.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 16 day of November, 2016.


MARK A. HENZLER


PATRICIA J. HENZLER

STONEGATE RANCH, INC.

By: 
President

STATE OF HAWAII)
 :SS.
County of Maui)

On this 16th day of November, 2016, before me, the undersigned, a notary public in and for said county and state, personally appeared MARK A. HENZLER and PATRICIA J. HENZLER, known or identified to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. Klee

Notary Public for Hawaii
Residing at Kula, Hawaii
Commission expires 12/9/2017

Doc. Date: 11-16-16 # Pages: 2
Name: James Klee 2nd Circuit
Doc. Description: Special Warranty Deed

J. Klee 11-16-16
Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII)
 :SS.
County of Maui)

On this 16th day of November, 2016, before me, the undersigned, a notary public in and for said county and state, personally appeared MARK A. HENZLER known or identified to me to be the President of STONEGATE RANCH, INC., 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. Klee

Notary Public for Hawaii
Residing at Kula, Hawaii
Commission expires 12/9/2017

Doc. Date: 11-16-16 # Pages: 2
Name: James Klee 2nd Circuit
Doc. Description: Special Warranty Deed

J. Klee 11-16-16
Signature Date

NOTARY CERTIFICATION

EXHIBIT "A" Description of Land

Parcel 1:

PARCEL 1 OF RECORD OF SURVEY NO. 2119 RECORDED APRIL 10, 1992 AS INSTRUMENT NO. 9222213, BEING A PORTION OF GOVERNMENT LOT 1 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, WHICH IS ALSO
THE NORTHEAST CORNER OF GOVERNMENT LOT 1 AND THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE
SOUTH 0°22'59" WEST 300.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 TO A POINT; THENCE
SOUTH 53°44'00" WEST 881.84 FEET TO A POINT; THENCE
NORTH 55°45'00" WEST 246.11 FEET TO A POINT; THENCE
NORTH 36°45'00" WEST 465.39 FEET TO A POINT; THENCE
NORTH 00°00'00" EAST 310.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE
NORTH 89°59'19" EAST 1194.90 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 2A:

GOVERNMENT LOT 1 IN SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, ADA COUNTY, IDAHO.
LESS AND EXCEPTING THEREFROM THAT CERTAIN PROPERTY DESCRIBED AS FOLLOWS:
PARCEL 1 OF RECORD OF SURVEY NO. 2119 RECORDED APRIL 10, 1992 AS INSTRUMENT NO. 9222213, BEING A PORTION OF GOVERNMENT LOT 1 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, WHICH IS ALSO
THE NORTHEAST CORNER OF GOVERNMENT LOT 1 AND THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE
SOUTH 0°22'59" WEST 300.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 TO A POINT; THENCE
SOUTH 53°44'00" WEST 881.84 FEET TO A POINT; THENCE
NORTH 55°45'00" WEST 246.11 FEET TO A POINT; THENCE
NORTH 36°45'00" WEST 465.39 FEET TO A POINT; THENCE
NORTH 00°00'00" EAST 310.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE
NORTH 89°59'19" EAST 1194.90 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.
ALSO LESS AND EXCEPTING THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT BY WARRANTY DEED RECORDED JANUARY 10, 1992 AS INSTRUMENT NO. 9202109, ADA COUNTY, RECORDS.

Parcel 2B:

THIS PARCEL CONSISTS OF A PORTION OF THE FORMER SOUTH CHANNEL OF THE BOISE RIVER LYING ADJACENT TO GOVERNMENT LOT 1 OF SAID SECTION 23, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, THENCE SOUTH 89°59'19" WEST, 1,435.50 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 23 TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE SOUTH 06°15'00" EAST, 371.58 FEET; THENCE SOUTH 55°45'00" EAST, 1,339.80 FEET; THENCE SOUTH 68°19'15" EAST, 300.59 FEET, TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 23; THENCE SOUTH 00°22'59" WEST, 102.44 FEET ALONG THE EAST BOUNDARY LINE OF SAID SECTION 23 TO A POINT ON THE HIGH WATER LINE OF THE SOUTH CHANNEL OF THE BOISE RIVER;
THENCE ALONG SAID HIGH WATER MARK THE FOLLOWING COURSES AND DISTANCES;
NORTH 87°45'00" WEST, 382.00 FEET; THENCE
NORTH 71°30'00" WEST, 350.00 FEET; THENCE
NORTH 56°00'00" WEST, 215.00 FEET; THENCE
NORTH 47°00'00" WEST, 229.79 FEET; THENCE
NORTH 41°00'00" WEST, 503.79 FEET; THENCE
NORTH 42°00'00" WEST, 233.77 FEET; THENCE
NORTH 50°08'20" WEST, 251.84 FEET; THENCE
NORTH 43°15'00" WEST, 299.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 23; THENCE LEAVING THE HIGH WATER LINE NORTH 89°59'19" EAST, 519.10 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 23 RETURNING TO THE REAL POINT OF BEGINNING.
LESS AND EXCEPTING THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT BY WARRANTY DEED RECORDED JANUARY 10, 1992 AS INSTRUMENT NO. 9202109, ADA COUNTY, RECORDS.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (Agreement), dated as of the ____ day of October, 2016, is made and entered into by and between H.O.T. 3, LLC, an Idaho Limited Liability Company (BUYER) and MARK A. HENZLER AND PATRICIA J. HENZLER, husband and wife, and STONEGATE RANCH, INC., an Idaho Corporation, (SELLER).

IN CONSIDERATION of the respective agreements hereinafter set forth, SELLER and BUYER agree as follows:

1. BUYER agrees to purchase from and SELLER hereby agrees to sell and convey to BUYER the following described real estate hereinafter referred to as the "PROPERTY": 1965 S. Linder Road, Eagle Idaho consisting of two parcels totaling approximately 37.37 acres and comprised of Ada County Tax parcel S0423110120 (14.63 acres with improvements) and Ada County Tax Parcel S0423110200 (consisting of 22.74 acres of vacant land) a full legal description of which is attached as Exhibit A.
2. The purchase price of the PROPERTY is \$3,000,000.00 (Three Million and no/100 dollars), and shall be paid as provided in the Financial Terms set forth in Paragraph 3.

3. Financial Terms:

- a. BUYER, no later than three (3) business days following execution and delivery of this Agreement, shall deposit the sum of \$300,000.00 (Three Hundred Thousand and no/100 dollars) as Earnest Money evidenced by personal check and receipt of which shall be acknowledged. The Earnest Money will be deposited in a trust account and escrow upon receipt and shall be held by First American Title Insurance Company, with an address of 3540 E. Longwing Lane, Suite #230, Meridian, ID 83646, for the benefit of the parties hereto. Said title company shall also be the closing agent. Once deposited into escrow, the Earnest Money shall be held by said title company as escrow holder in an interest-bearing account. In the event sale of the PROPERTY as contemplated by this Agreement is consummated at closing, the Earnest Money plus accrued interest thereon shall be credited against the purchase price.
- b. On or before 1:00 PM on the closing date, BUYER shall pay and deliver to the closing agent the sum of \$700,000.00 (Seven Hundred Thousand and no/100 dollars) in immediately available funds.
- c. The remaining balance of Two Million (\$2,000,000.00) will be carried by SELLER and evidenced by a Promissory Note Secured by Deed of Trust and Deed of Trust on the PROPERTY substantially in the form which is attached as Exhibit B, bearing interest at the rate of 1.75% per annum and payable to Mark A. Henzler and Patricia J. Henzler, husband and wife, as follows: The promissory note shall be an interest only promissory note with interest payable annually on or before December 31 of each year and certain cash payments during the term of the note, being a payment of \$1,000,000.00 (One Million and no/100 dollars) due and payable on or before January 31, 2017, and \$1,000,000.00 (One Million and no/100) due and payable within 30 (thirty) days of SELLER vacating the portion of the PROPERTY described in, and at the end of the lease term as described pursuant to, the Lease referenced in Subparagraph 3(d), or sooner as provided in said Lease, but in no event later than October 31, 2021. BUYER shall execute and deliver to the Closing Agent the Promissory Note and Deed of Trust on or before the Closing Date.
- d. Commencing on the Closing Date, BUYER agrees, as Landlord to lease a portion of the PROPERTY to SELLERS Mark A. Henzler and Patricia J. Henzler, husband and wife, as

BUYERS' Initials W x _____

SELLER'S Initials MAH x PJH

tenants, pursuant to a lease agreement substantially in the form attached as EXHIBIT C hereto. The leasehold estate is shown in EXHIBIT D hereto.

4. Right of First Refusal.

BUYER, hereby grants to SELLERS Mark A. Henzler and Patricia J. Henzler, husband and wife, (Henzler's) a right of first refusal to purchase the residence having the address of 1965 S. Linder Road, Eagle, Idaho located on the PROPERTY and the surrounding land around the residence (the "Refusal Property") commencing on the Closing Date, and terminating upon the earlier of end of the Lease Term, or Henzler's written notice of intent to terminate the Lease and vacate the property. The final description of the Refusal Property, shall be determined in the sole and absolute discretion of the BUYER, and in no case exceed 5 acres, but will include the residence, the land around the residence bordered by the existing pond to the north of the residence and the road adjacent to and for access to the residence, the septic tank and drain field used for the residence. Should BUYER decide to sell the Refusal Property while Henzler's have this right of first refusal as described above, the BUYER shall notify Henzler's in writing of the terms on which BUYER is willing to sell the Refusal Property, together with a full legal description of the property to be sold. Henzler's shall have 10 days from the mailing of such notice to accept or reject, in writing BUYER'S terms. If Henzler's do not respond within 10 days, it will be deemed a refusal of the BUYER'S terms, in which case BUYER may offer the Refusal Property to a third party on substantially the same, but no better terms as offered to Henzler's. The Right of First Refusal set forth herein, shall be binding on BUYER'S successors and assigns. BUYER and SELLERS agree that BUYER's sale or transfer of the property to an affiliated entity of BUYER for the purpose of development shall not trigger the SELLERS' right of first refusal, provided however, that the affiliated company shall be bound by the terms of this right of first refusal.

5. Items included & excluded in this sale.

All existing fixtures that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy itself that the condition of the included items is acceptable.

a. Additional items specifically included in this sale: all appliances, including refrigerator, washer, and dryer

b. Additional items specifically excluded in this sale: _____

6. Mineral Rights.

Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of the PROPERTY unless otherwise agreed to, in writing, by the Parties.

7. Water Rights.

BUYERS' Initials MS x _____

SELLER'S Initials MA x PH

Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of the PROPERTY unless otherwise agreed to by the parties in writing. It shall be BUYER'S sole responsibility to obtain and document with any applicable government agency the transfer of any and all Water Rights. Regardless of any such transfer, Henzler's shall have the right to use any applicable Water Rights during the term of the Lease.

8. Title Conveyance.

Fee Simple Title of SELLER to the PROPERTY is to be conveyed to BUYER by Special Warranty Deed, unless otherwise provided, delivered and executed by Seller at closing, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER shall be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. Title Insurance.

- a. Prior to closing the transaction, SELLER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said Property. BUYER shall have five (5) business days from receipt of the preliminary commitment within which to object, in writing, to the condition of the title as set forth in the preliminary commitment. If BUYER does not object, BUYER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said Property is not marketable, or cannot be made so within five (5) business days after notice contained a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER. BUYER and SELLER shall share the cost of the preliminary title report. If transaction is cancelled based on the Preliminary Title Report, SELLER shall bear for the cost of title insurance cancellation fees and escrow, and BUYER and Seller shall bear their own legal fees, if any.
- b. Title Company: The Parties agree that First American Title Company located at 3540 E. Longwing Place, Suite 230, Meridian, ID 83646 shall provide the title policy and preliminary report of commitment. May Lin Carlsen shall act as closing agent for this sale.
- c. Standard Coverage of Owner's Policy: SELLER shall, within a reasonable time after closing, cause said title company to furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

10. Inspection and Due Diligence.

- a. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies, at the sole cost and responsibility of BUYER. BUYER shall within fifteen (15)

BUYERS' Initials LS x _____

SELLER'S Initials MA x JK

business days of execution of this Agreement (the strict time period), complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. SELLER shall make the PROPERTY available for inspection, upon reasonable prior notice to SELLER and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

b. Inspection Contingencies:

- i. If BUYER does not, within the strict time period specified, give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- ii. If BUYER, within the strict time period specified, gives to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
- iii. If BUYER, within the strict time period specified, gives to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have three (3) business days in which to respond in writing. SELLER, at SELLER'S option, may correct the items as specified by BUYER in their letter or may elect not to do so. If both parties agree, in writing, as to the items to be corrected by SELLER within five (5) business days of receipt of SELLER'S response, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER's inspection contingency.
- iv. If both parties do not come to a consensus as to the disapproved items to be corrected by SELLER within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER shall have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within three (3) business days that they will not continue with the transaction and will receive their Earnest Money back.
- v. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction and to closing without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all Inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.
- vi. SELLER expressly agrees that BUYER may conduct a Phase 1 Environmental Survey within the strict time period specified herein. If the Phase 1 Environmental Survey returns a finding other than No Recognized Environmental Conditions with

BUYERS' Initials iw x _____

SELLER'S Initials [Signature] x [Signature]

no further action required, the period for inspection and due diligence may, at BUYER's sole discretion, be extended for sufficient time to conduct further environmental surveys, or this Agreement may be cancelled at BUYER's sole discretion without performing additional environmental surveys and the BUYER's earnest money shall be returned.

- vii. In the event that BUYER is unsatisfied with FEMA zone flood designations or restrictions on development caused by such designations within the strict time period specified, BUYER may cancel this Agreement at BUYER's sole discretion and earnest money shall be returned.

11. Lead Paint Disclosure.

This property is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead.

12. Square Footage Verification.

BUYER is AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

13. Seller's Property Condition Disclosure Form.

Pursuant to Idaho Code Title 55, Chapter 25, SELLER shall within five (5) calendar days after execution of this Agreement provide to BUYER "Seller's Property Disclosure Form."

14. Covenants, Conditions and Restrictions (CC&Rs).

SELLER affirmatively represents that there are no CC&R's associated with the Property.

15. Closing Costs.

The parties agree to pay the following costs as indicated below, if applicable or required. The attribution of a cost to the BUYER or SELLER does not indicate that it is required, however if such costs are required, they shall be attributed as shown in the chart below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

	Buyer	Seller	N/A		Buyer	Seller	N/A	Share
Appraisal Fee			X	Recording Fee		X		
Closing Agent Fee				Tax Service Fee		X		
Owner's Title Insurance Policy		X		Flood Certificate			X	
Lender's Title Insurance Policy			X	Well Inspection			X	
Extended Lien Coverage Policy	X			Septic Pump Inspection			X	
Extended Coverage Policy			X	Long Term Escrow Fees			X	
Contract/Document Preparation Fee			X	Loan Assumption Fee			X	
Lender Required			X	All other				X

BUYERS' Initials MB x _____

SELLER'S Initial MA x MX

Repairs				Closing costs				
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16. Risk of loss or neglect.

Prior to closing, all risk of loss shall remain with SELLER. In addition, should the Property be materially damaged by fire, neglect, or other destructive cause prior to closing, this Agreement shall be voidable at the option of the BUYER and earnest money shall be returned to BUYER.

17. Final Walk Through.

SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the Property approximately five (5) calendar days prior to closing for the purposes of satisfying BUYER that any repairs agreed to in writing by the Parties have been completed and Property is in substantially the same condition as on the date this offer is made. SELLER shall make the PROPERTY available for the final walk through and agrees that the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER of any liability.

18. Terms.

Singular and plural terms each include the other, when appropriate.

19. Mechanic's Liens.

BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 *et. seq.*, a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-252 *et. seq.* regarding the General Contractor Statement.

20. Confidentiality.

Prior to the Close of Escrow, BUYER and SELLER each agree that the terms of the transaction contemplated by this Agreement, the identities of BUYER and SELLER, and all non-public information made available by one party to the other or in any way relating to the other party's interest in each of such transactions, shall be maintained in strict confidence and no disclosure of such information will be made, prior to the Closing Date, except to such attorneys, accountants, investors, potential builders, advisors, lenders and others as are reasonably required to evaluate and consummate the transaction, and except as may be required by applicable law.

21. Transmission of documents.

Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of SELLER, BUYER, or Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

22. Definitions:

BUYERS' Initials LOX x _____

SELLER'S Initials [Signature] x [Signature]

- a. Business days: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.
- b. Calendar days: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."
- c. Not applicable. The letters "n/a," "N/A," and "N.A." as used herein are abbreviations of the terms "not applicable," which means that, where used herein, the Parties have decided that certain facts or conditions do not apply to the Agreement or transaction herein.
- d. Closing Date. The date either specified herein as the Closing Date or on which all documents are either recorded or accepted by the closing agent and that portion of the purchase price as provided in Paragraph 3 is paid by BUYER and available to SELLER. The Closing Date shall be no later than November 7, 2016.

23. Attorney's fees.

If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

24. Default.

If BUYER default in the performance of this Agreement, SELLER will accept the Earnest Money as liquidated damages. SELLER and BUYER specifically acknowledge and agree that the Earnest Money as liquidated damages shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. Earnest Money Dispute.

Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by closing agent, closing agent may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, closing agent shall not be required to take any action but may await any proceeding, or at closing agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees.

26. Counterparts.

BUYERS' Initials LD x _____

SELLER'S Initial MA x PH

This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same Agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

27. Severability.

In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. Closing.

On or before the Closing Date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction.

29. Possession.

BUYER shall be entitled to possession of the PROPERTY, other than that portion of the PROPERTY leased to Henzler's as provided herein and the Lease, upon closing.

30. Assignment.

This Agreement and any rights or interests created herein may not be sold, transferred, or otherwise assigned without the express written consent of each Party.

31. Entire Agreement.

This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party. All amendments, changes, and modifications to this agreement must be made in writing executed by both BUYER and SELLER.

32. Acceptance and Execution of this Agreement.

This Agreement shall be accepted and executed by the respective parties on or before October 26, 2016. In the event either BUYER or SELLER have failed to execute this Agreement by said date, this Agreement shall be of no effect and BUYER and SELLER shall have no further obligation, liability or responsibility to the other with respect to the PROPERTY. BUYER and SELLER may agree to extend the date set forth herein for acceptance and execution by mutual written agreement or Addendum to this Agreement.

33. Closing and Escrow.

- a. Within three (3) business days following mutual execution of this Agreement, SELLER shall deposit an executed counterpart of this Agreement with the Closing Agent or Escrow Holder and this Agreement shall serve as instructions to Closing Agent or Escrow Holder for consummation of the purchase and sale of the PROPERTY contemplated by this Agreement. BUYER and SELLER agree to execute such supplemental escrow instructions as are reasonably necessary and acceptable to BUYER and SELLER to enable the Closing Agent or Escrow Holder to comply with the terms of this Agreement; provided that in the event of any conflict between this Agreement and any such supplemental escrow instructions, the terms of this Agreement shall control.
- b. At or before the Closing, SELLER shall deliver to the Closing Agent or Escrow Holder, the executed and acknowledged Special Warranty Deed, the completed and signed Property Disclosure Form, an affidavit, if required, that SELLER is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code (the "FIRPTA"), deliver to

BUYERS' Initials LOT x _____

SELLER'S Initials HA x DA

BUYER, or to Closing Agent or Escrow Holder if not delivered to BUYER, any corporate resolutions or authorizations as may be reasonably required by Title Company to issue the Title Policy and close this transaction, any title affidavit for the benefit of Title Company if required, and execute any Seller's Closing Statement required.

- c. At or before Closing, BUYER shall deliver to Closing Agent or Escrow Holder the balance of the initial payment of the purchase price as required by Paragraph 3(b) herein, the executed Promissory Note Secured by Deed of Trust and Deed of Trust, and deliver to SELLER the executed Lease, and any documents, resolutions or authorizations as may be required that BUYER is duly authorized to enter into this Agreement and purchase the PROPERTY, and any other such documents as may be required by the Title Company to issue the Title Policy to BUYER.
- d. Upon Closing, the Closing Agent or Escrow Holder shall submit the Deed and Deed of Trust to the County Recorder for recording, payoff the existing liens or indebtedness on the Property and record any reconveyance associated therewith, deliver to SELLER the portion of the purchase price paid by BUYER, less any prorations, pursuant to Paragraph 3(a) and (b), and cause the Title Company to issue the Title Policy contemplated herein. The parties acknowledge that Title Company is required by Internal Revenue Code to make an information return in the form required to the Internal Revenue Service and the parties designate the disbursing Closing Agent or Escrow Holder and Title Company as the "Reporting Person" with respect to the transaction.
- e. The following are to be apportioned as of the Closing Date: Real Property Taxes and any assessments, and any assessments or payments required as respects the PROPERTY to any irrigation or canal company, if any.

THE SIGNATURES OF BUYER AND SELLER ARE SET FORTH ON THE FOLLOWING

GE.

BUYER'S Initials WV x _____

SELLER'S Initials AA x PH

AGREED AND ACCEPTED

BUYER Signature

H.O.T., LLC
By: 
Print name: R. Duille Thompson
Date: 26 October 2016
Address: 2701 E. Pine, Meridian, Idaho 83642
E-mail: legal@scentsy.com

SELLER Signatures:

Stonegate Ranch, Inc.
By: 
Print name: Mark A. Henzler MD
Date: 26 October 2016
Address: 1965 S. Linder Rd Eagle ID 83612
E-mail: Mark.henzler@msn.com

Mark A. Henzler
and Patricia J. Henzler
Date: 26 October 2016
Address: 1965 S. Linder Rd Eagle ID 83612
E-mail: Mark.henzler@msn.com

BUYERS' Initials MR x
SELLERS' Initials PH x

Exhibit A: Legal Description of Property

Parcel 1:

PARCEL 1 OF RECORD OF SURVEY NO. 2119 RECORDED APRIL 10, 1992 AS INSTRUMENT NO. 9222213, BEING A PORTION OF GOVERNMENT LOT 1 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, WHICH IS ALSO
THE NORTHEAST CORNER OF GOVERNMENT LOT 1 AND THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE
SOUTH 0°22'59" WEST 300.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 TO A POINT; THENCE
SOUTH 53°44'00" WEST 881.84 FEET TO A POINT; THENCE
NORTH 55°45'00" WEST 246.11 FEET TO A POINT; THENCE
NORTH 36°45'00" WEST 465.39 FEET TO A POINT; THENCE
NORTH 00°00'00" EAST 310.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE
NORTH 89°59'19" EAST 1194.90 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 2A:

GOVERNMENT LOT 1 IN SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, ADA COUNTY, IDAHO.

LESS AND EXCEPTING THEREFROM THAT CERTAIN PROPERTY DESCRIBED AS FOLLOWS:

PARCEL 1 OF RECORD OF SURVEY NO. 2119 RECORDED APRIL 10, 1992 AS INSTRUMENT NO. 9222213, BEING A PORTION OF GOVERNMENT LOT 1 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, WHICH IS ALSO
THE NORTHEAST CORNER OF GOVERNMENT LOT 1 AND THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE
SOUTH 0°22'59" WEST 300.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 TO A POINT; THENCE
SOUTH 53°44'00" WEST 881.84 FEET TO A POINT; THENCE
NORTH 55°45'00" WEST 246.11 FEET TO A POINT; THENCE
NORTH 36°45'00" WEST 465.39 FEET TO A POINT; THENCE
NORTH 00°00'00" EAST 310.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE
NORTH 89°59'19" EAST 1194.90 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO LESS AND EXCEPTING THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT BY WARRANTY DEED RECORDED JANUARY 10, 1992 AS INSTRUMENT NO. 9202109, ADA COUNTY, RECORDS.

BUYERS' Initials AB x _____

SELLER'S Initials [Signature] x PX

Parcel 2B:

THIS PARCEL CONSISTS OF A PORTION OF THE FORMER SOUTH CHANNEL OF THE BOISE RIVER LYING ADJACENT TO GOVERNMENT LOT 1 OF SAID SECTION 23, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, THENCE SOUTH 89°59'19" WEST, 1,435.50 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 23 TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE SOUTH 06°15'00" EAST, 371.58 FEET; THENCE SOUTH 55°45'00" EAST, 1,339.80 FEET; THENCE SOUTH 68°19'15" EAST, 300.59 FEET, TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 23; THENCE SOUTH 00°22'59" WEST, 102.44 FEET ALONG THE EAST BOUNDARY LINE OF SAID SECTION 23 TO A POINT ON THE HIGH WATER LINE OF THE SOUTH CHANNEL OF THE BOISE RIVER;

THENCE ALONG SAID HIGH WATER MARK THE FOLLOWING COURSES AND DISTANCES;

NORTH 87°45'00" WEST, 382.00 FEET; THENCE
NORTH 71°30'00" WEST, 350.00 FEET; THENCE
NORTH 56°00'00" WEST, 215.00 FEET; THENCE
NORTH 47°00'00" WEST, 229.79 FEET; THENCE
NORTH 41°00'00" WEST, 503.79 FEET; THENCE
NORTH 42°00'00" WEST, 233.77 FEET; THENCE
NORTH 50°08'20" WEST, 251.84 FEET; THENCE
NORTH 43°15'00" WEST, 299.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 23; THENCE LEAVING THE HIGH WATER LINE
NORTH 89°59'19" EAST, 519.10 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 23 RETURNING TO THE REAL POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT BY WARRANTY DEED RECORDED JANUARY 10, 1992 AS INSTRUMENT NO. 9202109, ADA COUNTY, RECORDS.

BUYERS' Initials MD x _____

SELLER'S Initials MA x PH



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

November 9, 2018

HOT 3 LLC
2901 E PINE AVE
MERIDIAN ID 83642-5980

Re: Change in Ownership for Water Right Nos: 63-2268, 63-4254, and 63-16961

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) 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) 287-4920.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debbi Judd', is written over a light blue horizontal line.

Debbi Judd
Technical Records Specialist

Enclosures

c. Water District 63



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter

Governor

October 26, 2018

Gary Spackman

Director

HOT3 LLC
2901 E PINE AVE
MERIDIAN ID 83642-5980

RE: Change in Ownership Water Right Nos: 63-2268, 63-4254, and 63-16961

Dear Interested Party:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional fees are required before the Department can process the change.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 *per* water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be \$50.

Because the Department cannot process the Notice without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4920.

Sincerely,

Debbi Judd

Technical Records Specialist