Form 42-248/42-1409(6) Rev. 7/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 01 2022
WATER RESOURCES
WESTERN 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.

| Water Right/Claim No. | Split? | Leased to Water Supply Bank? | Water Right/Claim No. | Split? | Leased to Water Supply Bank? |
|---|---|---|---|---|---|
| 63-11831 | 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: _____
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Boise Timbers Thorns Soccer Club
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

3924 E. Lake Hazel — Mailing address
Meridian — City
ID — State
83642 — Zip

_____ — Telephone
Ross.Schultz@BoiseTimbersThorns.org — 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: 6.29.2012.

6. Do you own the land identified as the water right place of use? Yes ☑ No ☐
   - 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):
     - $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.

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MAY 16 2023
SUPPORT DATA
IN FILE # 63-11831

8. Signature: _____ Board Member 11/1/2022
Signature of new owner/claimant — Title, if applicable — Date
Scott Christie
Print name

Signature: _____
Signature of new owner/claimant — Title, if applicable — Date
_____
Print name

***For IDWR Office Use Only:***

Receipted by CL Date 11/1/2022 Receipt No. W050866 Receipt Amt. $25.00

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 MW Date 03/17/23

**RECORDING REQUESTED BY**
**FIRST AMERICAN TITLE COMPANY**
**AS AN ACCOMODATION ONLY**

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 VICTORIA BAILEY
FIRST AMERICAN TITLE INSURANCE COMPANY

**2020-062798**
**05/27/2020 03:30 PM**
$15.00

Recorded at the request of:

Mark D. Perison, P.A.
314 S. 9th Street, Suite 300
P.O. Box 6575
Boise, ID 83707

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

*Space Above Reserved For Recorder's Use*

# WARRANTY DEED

FOR VALUE RECEIVED, FC Nova, Inc. dba FC Nova Soccer Club, Grantor, does hereby GRANT, BARGAIN, SELL and CONVEY, unto Boise Timber Thorns Soccer Club, Inc., an Idaho non-profit corporation, Grantee, whose address is 3924 E. Lake Hazel Road, Meridian, ID 83642, the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner 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 subject to reservations, restrictions, dedications, easements, rights of way and agreements, if any, of record, and general taxes and assessments, including irrigation and utility assessments, if any, for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated this 22 day of April, 2020.

**GRANTOR :**
**FC NOVA, INC. dba FC Nova Soccer Club**

By : _____
Matt Woods, President

By : _____
Nate Calvin, Vice-President

By : _____
Brian Murphy, Secretary/Treasurer



SCANNED
MAY 16 2023

STATE OF IDAHO )
: ss.
County of Ada )

On this 22 day of April, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Woods, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

JAMECE M. VINCENT
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60558
MY COMMISSION EXPIRES 5-20-2025

Notary Public for Idaho
Residing at Canyon County
Commission Expires 05-20-2025

STATE OF IDAHO )
: ss.
County of Ada )

On this 1st day of ~~April~~ May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Nate Calvin, known or identified to me to be the Vice-President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

JAMECE M. VINCENT
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60558
MY COMMISSION EXPIRES 5-20-2025

Notary Public for Idaho
Residing at Canyon County
Commission Expires 05-20-2025

SCANNED
MAY 16 2023

STATE OF IDAHO )
: ss.
County of Ada )

On this 29th day of April, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Murphy, known or identified to me to be the Secretary/Treasurer of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

JAMECE M. VINCENT
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 60558
MY COMMISSION EXPIRES 5-20-2025

Notary Public for Idaho
Residing at Canyon County, ID
Commission Expires 05-20-25

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MAY 16 2023

EXHIBIT A
Legal Description

A parcel being the South half of the West half of the West half of the Southeast quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows

BEGINNING at a brass cap monument marking the Southwesterly corner of said South half of the West half of the West half of the Southeast quarter from which a brass cap monument marking the Southeasterly corner of the Southeast quarter of said Section 33 bears
North 89°20'44" East a distance of 2651 30 feet, thence
North 89°20'44" East along the Southerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 662 80 feet to a 5/8 inch diameter iron pin marking the Southeasterly corner of said South half of the West half of the West half of the Southeast quarter, thence leaving said Southerly boundary
North 0°12'35" West along the Easterly boundary of said South half of the West half of the West half of the Southeast Quarter a distance of 1326 56 feet to the Northeasterly corner of said South half of the West half of the West half of the Southeast quarter, thence,
South 89°33'38" West along the Northerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 663 36 feet to the Northwesterly corner of said South half of the West half of the West half of the Southeast quarter, thence
South 0°14'04" East along the Westerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 1329 05 feet to the POINT OF BEGINNING

Excepting therefrom the right of way deeded to Ada County Highway District with instrument 1090914794

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MAY 16 2023

**WHEN RECORDED RETURN TO:**

Michael C. Creamer
Givens Pursley LLP
P.O. Box 2720
Boise, ID 83701
208-388-1200

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 CHE FOWLER
GIVENS PURSLEY

2015-002886
01/13/2015 04:14 PM
AMOUNT:$16.00

00056709201500028860030033

# AMENDMENT TO SHARED WELL AGREEMENT

This Amendment to Shared Well Agreement ("Amendment") is executed effective this 8th day of January, 2015 by and between Wilson Properties, L.P. an Idaho limited partnership ("Wilson Properties") whose address is P.O. Box 2793, Boise, ID 83701 and FC Nova, Inc., an Idaho corporation dba FC Nova Soccer Club ("FC Nova"), whose address is c/o Leslie Mathes, 3924 East Lake Hazel Road, Meridian, ID 83642-7221.

## RECITALS

A. FC Nova and Wilson Properties have previously entered into a Shared Well Agreement dated effective November 27, 2013, recorded December 2, 2013 as Instrument Number 113129742 in the records of Ada County, Idaho (the "Agreement").

B. Sections 5 and 6 of the Agreement established each party's share of certain costs for operation and maintenance of the Well.

C. Based on the parties' subsequent experience regarding their actual respective uses of the Well, the parties' wish to amend Sections 5 and 6 of the Agreement.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

## AGREEMENT

1. Amendment of Section 5. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

> 5. Extraordinary Expenses. Any extraordinary costs shall be agreed to prior to incurring such expense and shall be paid by both parties before or when the expenses are incurred based on quotes, estimates or invoices, as the case may be. By way of example, extraordinary costs would include, but are not limited to, the costs to pull, replace or lower the pump, to refurbish or replace the bowls, to repair or replace the electrical transformers, panels or



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meters, to refurbish or reconstruct the Well bore, casing or screen, to abandon the Well or to drill a replacement well.

2. Amendment of Section 6. Section 6 of the Agreement is hereby amended in its entirety to read as follows:

> 6. Proportionate Share of Expenses. The parties each are responsible for their proportionate share of the ordinary and extraordinary expenses for operation and maintenance of the Well. The parties agree that, except with respect to the power cost component of such expenses, their proportionate share shall be fifty percent (50%) each. With respect to the power cost component, their proportionate share shall be FC Nova 100% and Wilson Properties zero percent (0%) during months of April through September inclusive (the "Irrigation Season"), and fifty percent (50%) each during all other months; provided however, that if Wilson Properties requires use of the Well during the Irrigation Season, then the parties' proportionate share of the power costs component shall be fifty percent (50%) each for each of the months during the Irrigation Season that Wilson Properties takes water from the Well.

3. Agreement Remains in Effect. Except as expressly provided in this Amendment, all of the terms, covenants and conditions of the Agreement are in full force and effect and binding upon the parties, and the Agreement is hereby ratified and confirmed.

4. Recording. This Amendment shall be recorded.

EXECUTED by the parties hereto effective the date first written above.

FC Nova, Inc.

By: _____
Paul J. Augustine, President

Wilson Properties, L.P.

By: Charles H. Wilson
Fort Wilson, Inc., General Partner

By: Charles H. Wilson
Charles H. Wilson, President of Fort Wilson, Inc.

SCANNED

MAY 16 2023

COPY

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 34.00 9
BOISE IDAHO 12/02/13 04:19 PM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Givens Pursley
113129742

# SHARED WELL AGREEMENT

This Shared Well Agreement ("Agreement") is executed effective this 27th day of November, 2013 by and between Wilson Properties, L.P. an Idaho limited partnership ("Wilson Properties") whose address is P.O. Box 2793, Boise, ID 83701 and FC Nova, Inc., an Idaho corporation dba FC Nova Soccer Club ("FC Nova"), whose address is c/o Leslie Mathes, 3924 East Lake Hazel Road, Meridian, ID 83642-7221.

## RECITALS

A. FC Nova owns certain real property in Ada County, Idaho described in Exhibit A attached hereto (the "FC Nova Property").

B. Wilson Properties owns certain real property in Ada County, Idaho described in Exhibit B hereto, which Wilson Properties currently operates as the Boise Ranch Golf Course ("Boise Ranch Property").

C. Wilson Properties is the owner of an irrigation well located on the FC Nova Property (the "Well") that provides irrigation water to the FC Nova Property and the Boise Ranch Property.

D. Wilson Properties holds an easement and right-of-way to access the Well for operation and maintenance and conveyance of water from the Well to the Boise Ranch Property via an existing pipeline.

E. Wilson Properties holds water right Permit 63-12097, authorizing the use of ground water for irrigation of the Boise Ranch Property. Wilson Properties may seek amendment to the Permit to include the Well as an additional point of diversion or other authorization from the Idaho Department of Water Resources ("IDWR") to use the Well to obtain irrigation water.

F. FC Nova and Wilson Properties desire to memorialize their agreement concerning their respective rights and responsibilities as to the continued use, operation and maintenance of the Well.

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NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**AGREEMENT**

1. Use of Water from the Well. The parties are each entitled to use water from the Well for the benefit of their respective properties described in Exhibit A and Exhibit B hereto, and they agree to cooperate in good faith to coordinate their future use so as to minimize any conflict or interference with each others' water use from the Well.

2. Access to the Well. The parties each have the non-exclusive right of access to the Well to operate, maintain, repair or replace same to obtain water.

3. Well Manager. A Well Manager shall have primary responsibility for ensuring the Well is in good working order and power is available at the wellhead at the commencement of the irrigation season. If the Well Manager fails to carry out its responsibilities under this section, the other party shall have the right to assume such responsibilities, to pay such ordinary expenses or undertake the maintenance or repair at their expense, subject to reimbursement of the other party's proportionate share as set out below, provided they first provide written notice to the Well Manager of any alleged deficiency and allow the Well Manager five (5) days to cure following receipt of notice. Designation of the Well Manager may change from time to time by agreement of the parties. As of the effective date, the Well Manager is Wilson Properties.

4. Ordinary Expenses. The Well Manager shall, subject to reimbursement of the other party's proportionate share as set out below, have primary responsibility to pay the ordinary expenses of the Well. Ordinary expenses include power costs, parts, lubricants, and contract labor and repair services. Within thirty (30) days of receipt of a request for payment from the Well Manager, which request shall be accompanied by any substantiating receipts, invoices and power bills as appropriate, the receiving party shall pay their proportionate share. Any dispute as to the appropriateness of any item of ordinary expense shall be waived if not raised within thirty (30) days of presentation of request for payment for such item.

5. Extraordinary Expenses. Any extraordinary costs shall be agreed to prior to incurring such expense and shall be paid by both parties before or when the expenses are incurred based on quotes, estimates or invoices, as the case may be. By way of example, extraordinary costs could include, but would not be limited to, the costs to pull, replace or lower the pump, to refurbish or replace the bowls, to repair or replace the electrical transformers, panels or meters, to refurbish or reconstruct the Well bore, casing or screen, to abandon the Well or to drill a replacement well. Extraordinary expenses shall be pro-rated between the parties based on the ratio of their average annual uses over the previous three years or their actual use for the previous year if an extraordinary expense must be incurred less than three years after the effective date of this Agreement.

6. Proportionate Share of Expenses. The parties each are responsible for their proportionate share of the costs of operation and maintenance of the Well, which proportionate shares are to be based on the actual amount of water obtained from the Well by each party when

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MAY 16 2023

compared to the total amount of water obtained from the Well as determined by separate water meters to be installed and maintained in working condition at the sole cost of the each party. Until such time as flow meters are installed to measure the parties' respective water use, they agree that their proportionate share of ordinary and extraordinary expenses shall each be fifty percent.

7. Non-Payment of Expenses. If either party fails to pay its share of expenses within thirty (30) days of written notice of delinquent payment, then such non-paying party shall lose its right to divert water from the Well until such payment(s) are made in full. The parties agree that this obligation to pay expenses under penalty of non-use of the Well may be enforced by injunction in state court, in addition to any other remedies provided by this Agreement, at law, or in equity.

8. Duty of Cooperation. In the operation, maintenance and use of the Well decisions shall be made cooperatively, and in a reasonable and timely manner to ensure that the Well is maintained in good working order. In the event of an emergency, either party may take reasonable steps and incur reasonable expense to resolve the emergency, including arranging for necessary services, repairs and parts for the Well, and the other party will pay their share of such expenses.

9. Separate Water Rights. Each party is responsible for obtaining and maintaining their own separate water right(s).

10. Separate Delivery Systems. Each party is the owner of and responsible for operation and maintenance of their separate pipeline, flow meter and delivery system beyond the wellhead, and for the payment of all taxes or assessments attributable to same.

11. Consent to Permit Amendment. FC Nova consents to Wilson Properties seeking authorization to use the Well as a point of diversion for Permit 63-12097, or as the point of diversion for a substitute water right to be diverted from the Well in the event Permit 63-12097 is not authorized to be so amended. FC Nova agrees to provide such documentation of its consent as may reasonably be required.

12. No Liens. Neither party may permit any encumbrance, materialmens or mechanics lien to attach to the Well. If a party does permit such encumbrance or lien to attach, the other party after providing notice and thirty (30) days in which to remove same, may arrange for removal of the lien, in which case that party's costs in doing so, including their reasonable attorney fees, shall be a fully reimbursable expense under this Agreement and subject to the remedies for non-payment set forth in Section 7 above.

13. Termination.

a. Mutual Termination. The parties may mutually terminate this Agreement in a writing signed by both parties.

b. Unilateral Termination. One party (the "Terminating Party") may terminate this Agreement unilaterally, subject to the provisions of this Section 13, upon thirty (30) days' written notice to the other party stating



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MAY 16 2023

the grounds for termination. Grounds for termination may include that the Terminating Party has abandoned its right to divert water from the Well, that the Terminating Party has obtained authorization from IDWR to change the point of diversion of its water right to a new well, that before such expenses are agreed upon and incurred the Terminating Party does not intend to pay its share of Extraordinary Expenses under Section 5 above or for any other reasonable cause. The Terminating Party shall lose its right to divert water from the Well under this Agreement, without affecting the non-terminating party's right to divert water from the Well.

14. Mutual Indemnity. Each party (the "Indemnifying Party") shall be liable to the other party for any and all damage to persons or property caused by or arising out of the Indemnifying Party's use of the Well. The Indemnifying Party shall indemnify and hold the other party harmless from any and all costs and expenses (including attorney fees) incurred or sustained by the other party that arise out of the Indemnifying Party's use of the Well.

15. Additional Documents. The parties agree from time to time to execute any additional documents, contracts, agreements or writings reasonably necessary in order to carry into effect the parties' intentions as set forth in this Agreement.

16. Recording. At any party's request, the parties shall execute a short form or memorandum of this Agreement in recordable form which shall include the legal decriptions contained in Exhibit A and Exhibit B hereto. Any party may record such short form or memorandum of this Agreement at its own expense. If this Agreement is terminated as provided in this Agreement, and if a short form or memorandum of this Agreement has been recorded pursuant to this Section, either party shall have the right to record a document noticing the termination of this Agreement.

17. Amendment. This Agreement may not be amended except in writing signed by each party.

18. Notices. Any written notices required by this Agreement shall be deemed given when delivered by personal service or three (3) business days after placement in the U.S. Mail addressed to the intended recipient's address as set forth above, unless written notice has been given designating a different address should be used for such party.

19. Attorney Fees. In any suit, action or appeal therefrom to enforce or interpret this Declaration, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney fees and costs, including those associated with any appeal.

20. Memorandum of Agreement. A memorandum of this Agreement may be recorded in the real property records by either party to provide notice to third parties.

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MAY 16 2023

EXECUTED by the parties hereto effective the date first written above.

FC Nova, Inc.

By: _____
Paul J. Augustine, President

Wilson Properties, L.P.

By: Charles H. Wilson
Fort Wilson, Inc., General Partner

By: Charles H. Wilson
Charles H. Wilson, President of Fort Wilson, Inc.

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MAY 16 2023

STATE OF IDAHO )
:ss.
County of Ada )

On this 27th day of November, 2013, before me, a Notary Public in and for said state, personally appeared Paul Augustine, known or identified to me to be the President of FC NOVA, INC., an Idaho corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

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

STACY PETRICH NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, Id
My commission expires: March 1, 2016

STATE OF IDAHO )
: ss.
County of Ada )

On this 27th day of November, 2013, before me, a notary public in and for said state, personally appeared Charles H. Wilson, known or identified to me to be the President of Fort Wilson, Inc., the general partner of WILSON PROPERTIES, L.P. and the partner who subscribed said limited partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited partnership's name.

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

STACY PETRICH NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, Id
My commission expires: March 1, 2016

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MAY 16 2023

**EXHIBIT A**
**(FC Nova Property Description)**

A parcel being the S ½ of the W ½ of the W ½ of the SE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the southwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼ from which a brass cap monument marking the southeasterly corner of the SE ¼ of said Section 33 bears N 89°20'44" E a distance of 2651.30 feet;

Thence N 89°20'44" E along the southerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence leaving said southerly boundary N 0°12'35' W along the easterly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1326.56 to the northeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 89°33'38" W along the northerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 663.36 feet to the northwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 0°14'04" E along the westerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1329.05 feet to the POINT OF BEGINNING.



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## EXHIBIT B
## (Boise Ranch Property Description)

PARCEL A:

Government Lots 1 and 2, and the South half of the Northeast Quarter of Section 4, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT that portion conveyed to County of Ada by Deed recorded October 18, 1971, as Instrument No. 785703.

FURTHER EXCEPTING that portion conveyed to Ada County Highway District by Deed recorded December 26, 1995, as Instrument No. 95094337.

FURTHER EXCEPTING those portions lying within the following 3 plats:

Medalist Subdivision No. 1, according to the plat thereof, filed in Book 78 of Plats at Pages 8326 and 8327, records of Ada County, Idaho.

Amended Plat of Medalist Subdivision No. 2, according to the plat thereof, filed in Book 81 of Plats at Pages 8818 and 8819, Records of Ada County, Idaho.

Medalist Subdivision No. 3, according to the plat thereof, filed in Book 85 of Plats at Pages 9627 and 9628, Records of Ada County, Idaho.

More particularly described as follows:

Commencing at the Northeast corner of Section 4, Township 2 North, Range 1 East, Boise Meridian; thence South 00°06'15" East, 2702.64 feet along the east boundary of said Section 4 to the east quarter-section corner of said Section 4; thence South 89°56'31" West, 45.00 feet along the South boundary of the Northeast Quarter of said Section 4 to the West right of way line of South Cloverdale Road, the POINT OF BEGINNING; thence South 89°56'31" West, 2,629.70 feet continuing along said South boundary of the Northeast Quarter to the center quarter section corner of said Section 4; thence North 00°23'29" East, 2650.16 feet along the West boundary of the Northeast quarter of said Section 4 to the south right of way line of East Lake Hazel Road; thence North 89°40'14" East, 956.01 feet along said South right of way line to the boundary of the aforementioned Medalist Subdivision No. 1; thence along the said boundary of Medalist Subdivision No. 1 the following courses:
South 45°05'31" East, 28.31 feet; South 00°21'57" East, 17.99 feet; 183.47 feet along a curve to the left having a radius of 175.00 feet, a central angle of 60°04'12", a chord bearing of South 30°24'03" East, and a chord distance of 175.19 feet; South 60°24'36" East, 51.12 feet; South 15°35'24" West, 179.58 feet; South 77°52'56" East 1,217.83 feet; South 34°12'47" East, 52.83 feet; 220.69 feet along a curve to the left having a radius of 226.02 feet, a central angle of 55°56'34", a chord bearing of South 62°11'05" East, and a chord distance of 212.03 feet; North 89°50'38" East, 119.26 feet to the West right of way line of South Cloverdale Road and the boundary of the aforementioned Amended Medalist Subdivision No. 2; thence along the said boundary of the Amended Medalist Subdivision No. 2 the following courses:

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MAY 16 2023

South 00°06'15" East, 517.11 feet; South 89°57'36" West, 49.83 feet; South 67°35'57" West, 101.35 feet; South 10°07'54" East, 69.48 feet; 15.36 feet along a non-tangent curve to the left having a radius of 25.00 feet, a central angle of 35°12'23", a chord bearing of South 78°14'23" West, and a chord distance of 15.12 feet; North 09°59'37" West, 68.45 feet; South 72°37'34" West, 351.67 feet; South 46°59'14" West, 48.98 feet; South 33°35'27" West, 140.08 feet; South 00°21'18" East, 244.84 feet; South 44°35'23" West, 53.16 feet; 64.31 feet along a curve to the left having a radius of 225.00 feet, a central angle of 16°22'34", a chord bearing of South 36°24'06" West, and a chord distance of 64.09 feet; North 80°21'10" West, 161.32 feet; South 06°37'02" West, 210.27 feet; South 09°22'00" East, 163.94 feet; South 70°22'48" East, 179.60 feet; South 74°23'05" East, 674.51 feet; North 02°37'41" East, 150.23 feet; North 89°40'58" East, 13.60 feet; South 45°17'37" East, 28.23 feet to the West right of way line of South Cloverdale Road; thence South 00°06'15" East, 263.30 feet along said right of way line to the POINT OF BEGINNING.

PARCEL B:

Lot 8 in Block 6 AMENDED PLAT OF MEDALIST SUBDIVISION NO. 2, according to the plat thereof, filed in Book 81 of Plats at Pages 8818 and 8819, records of Ada County, Idaho.

PARCEL C:

Lot 2 in Block 2 of MEDALIST SUBDIVISION NO. 3, according to the plat thereof, filed in Book 85 of Plats at Pages 9627 and 9628, records of Ada County, Idaho.

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MAY 16 2023

COPY

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 16.00 3
BOISE IDAHO 12/02/13 04:19 PM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Givens Pursley
113129740

**Bill of Sale**

In consideration of $27,500.00 cash, in hand paid, The Turf Company, LLC ("Seller"), grants, bargains, sells, conveys and delivers to Wilson Properties, L.P. ("Buyer") and its successors and assigns, forever, all of Seller's right, title and interest in and to the following personal property:

> One 10" diameter irrigation well (Driller Tag Number D0039124 and one 30 hp National submersible pump, together with associated casing, screens, electrical panel, controls, valves and meters ("Well"), said Well being located on the real property described in Exhibit A hereto.

TO HAVE AND TO HOLD, the same unto Buyer, its successors and assigns, forever.

Seller relinquishes and abandons for itself and its successors and assigns, the right to divert water from the Well under any water rights owned by Seller, including but not limited to water right 63-32232.

Seller does hereby bind itself and its successors to forever warrant and defend the title to the Well unto Buyer, its successors and assigns, against the lawful claims of all persons claiming by, through or under Seller, but not otherwise.

Seller is transferring the property to Buyer AS IS, including latent defects, without any representations or warranties, express or implied.

DATED this 27 day of November, 2013.

SELLER:

The Turf Company, LLC

By: The Turf Corporation, Managing Member

By: L. Darwin McKay
L. Darwin McKay
Its: President

SCANNED
MAY 16 2023

State of Idaho )
) ss.
County of )

On this 27th day of November, 2013, before me, a Notary Public in and for said State, personally appeared L. Darwin McKay, known or identified to me to be the President of The Turf Corporation, a corporation, a member of The Turf Company LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said limited liability company name.

STACY PETRICH
NOTARY
PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at Boise Id
My Commission expires March 1, 2016

SCANNED
MAY 16 2023

## EXHIBIT A

A parcel being the S ½ of the W ½ of the W ½ of the SE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the southwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼ from which a brass cap monument marking the southeasterly corner of the SE ¼ of said Section 33 bears N 89°20'44" E a distance of 2651.30 feet;

Thence N 89°20'44" E along the southerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence leaving said southerly boundary N 0°12'35' W along the easterly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1326.56 to the northeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 89°33'38" W along the northerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 663.36 feet to the northwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 0°14'04" E along the westerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1329.05 feet to the POINT OF BEGINNING.

SCANNED

MAY 16 2023

COPY

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 34.00 9
BOISE IDAHO 12/02/13 04:19 PM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Givens Pursley
113129741

# EASEMENT AGREEMENT AND OPTION TO PURCHASE INTEREST IN WELL

This Easement Agreement and Option to Purchase Interest in Well ("Agreement") is entered into effective this 27th day of November, 2013 by and between Wilson Properties, L.P. an Idaho limited partnership ("Wilson Properties") and FC Nova, Inc., an Idaho corporation dba FC Nova Soccer Club ("FC Nova").

## RECITALS

A. FC Nova is the owner, as successor in interest to Boise Capital Soccer Foundation, Inc., ("BCSF") of certain real property in Ada County, Idaho described in Exhibit A attached hereto (the "FC Nova Property"). The FC Nova Property was conveyed to BCSF in 2003 by Turf Company, LLC, an Idaho limited liability company. The FC Nova Property is operated as a community soccer field.

B. Wilson Properties is the owner of certain real property in Ada County, Idaho described in Exhibit B hereto, which Wilson Properties currently operates as the Boise Ranch Golf Course ("Boise Ranch Property").

C. As of the effective date of this Agreement, Wilson Properties also is the owner of a ground water well ("Well") is located on the FC Nova Property. The Well is a source of irrigation water for the FC Nova Property and the Boise Ranch Property.

D. Since approximately 2008, Wilson Properties and FC Nova have shared the operation and maintenance costs associated with the Well.

E. Both FC Nova and Wilson Properties desire to continue to use the Well to obtain ground water for irrigation of their respective properties.

F. Wilson Properties is willing to sell an undivided one-half interest in the Well to FC Nova in consideration of the payment to Wilson Properties of $13,750.00 by FC Nova, and FC Nova granting Wilson Properties an easement and right-of-way over the FC Nova Property to access, operate and maintain the Well. Wilson Properties and FC Nova intend that they will hold title to the Well as tenants-in-common, and share in the use, operation and maintenance of the Well on terms that are the subject of a separate written Shared Well Agreement between the parties.



SCANNED
MAY 16 2023

**AGREEMENT**

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Grant of Easement and Right-of-Way. FC Nova hereby grants and conveys to Wilson Properties a non-exclusive easement and right-of-way ("Easement") over and across the FC Nova Property as reasonably necessary using personnel and equipment as is commonly used, or is reasonably adapted to accessing, operating, maintaining, repairing or replacing the Well and an existing pipeline that extends south from the Well to East Lake Hazel Road conveying water from the Well to the Boise Ranch Property. The approximate location of the Well and pipeline are depicted in Exhibit C hereto. The Easement granted hereby shall benefit the Boise Ranch Property and burden the FC Nova Property, shall run with the land, shall be binding on the parties' respective heirs, successor and assigns, and shall exist so long as the Well is used to obtain water for the Boise Ranch Property.

2. Option to Purchase Interest in Well. Wilson Properties grants to FC Nova the option to purchase an undivided one-half interest in the Well for a purchase price of $13,750.00. The option term shall be for a period of 12 months from the effective date of this Agreement (the "Option Term"). FC Nova may exercise its option to purchase at any time during the Option Term by tendering to Wilson Properties the $13,750.00 purchase price. Contemporaneous with delivery of the purchase price to Wilson Properties, Wilson Properties will deliver to FC Nova a fully-executed bill of sale, conveying to FC Nova an undivided one-half interest in the Well substantially in the form of Exhibit D attached hereto.

EXECUTED by the parties hereto effective the date first written above.

FC Nova, Inc.

By: _____
Its: President

Wilson Properties, L.P.

By: Charles H. Wilson
Fort Wilson, Inc., General Partner

By: Charles H. Wilson
Charles H. Wilson, President of Fort Wilson, Inc.



SCANNED
MAY 16 2023

STATE OF IDAHO )
: ss.
County of Ada )

On this 27th day of November, 2013, before me, a Notary Public in and for said state, personally appeared Paul Augustine, known or identified to me to be the President of FC NOVA, INC., an Idaho corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

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

STACY PETRICH NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, Id
My commission expires: March 1, 2016

STATE OF IDAHO )
: ss.
County of Ada )

On this 27th day of November, 2013, before me, a notary public in and for said state, personally appeared Charles H. Wilson, known or identified to me to be the President of Fort Wilson, Inc., the general partner of WILSON PROPERTIES, L.P. and the partner who subscribed said limited partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited partnership's name.

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

STACY PETRICH NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, Id
My commission expires: March 1, 2016



SCANNED
MAY 16 2023

**EXHIBIT A**
**(FC Nova Property Description)**

A parcel being the S ½ of the W ½ of the W ½ of the SE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the southwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼ from which a brass cap monument marking the southeasterly corner of the SE ¼ of said Section 33 bears N 89°20'44" E a distance of 2651.30 feet;

Thence N 89°20'44" E along the southerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence leaving said southerly boundary N 0°12'35' W along the easterly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1326.56 to the northeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 89°33'38" W along the northerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 663.36 feet to the northwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 0°14'04" E along the westerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1329.05 feet to the POINT OF BEGINNING.



SCANNED
MAY 16 2023

## EXHIBIT B
## (Boise Ranch Property Description)

PARCEL A:

Government Lots 1 and 2, and the South half of the Northeast Quarter of Section 4, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT that portion conveyed to County of Ada by Deed recorded October 18, 1971, as Instrument No. 785703.

FURTHER EXCEPTING that portion conveyed to Ada County Highway District by Deed recorded December 26, 1995, as Instrument No. 95094337.

FURTHER EXCEPTING those portions lying within the following 3 plats:

Medalist Subdivision No. 1, according to the plat thereof, filed in Book 78 of Plats at Pages 8326 and 8327, records of Ada County, Idaho.

Amended Plat of Medalist Subdivision No. 2, according to the plat thereof, filed in Book 81 of Plats at Pages 8818 and 8819, Records of Ada County, Idaho.

Medalist Subdivision No. 3, according to the plat thereof, filed in Book 85 of Plats at Pages 9627 and 9628, Records of Ada County, Idaho.

More particularly described as follows:

Commencing at the Northeast corner of Section 4, Township 2 North, Range 1 East, Boise Meridian; thence South 00°06'15" East, 2702.64 feet along the east boundary of said Section 4 to the east quarter-section corner of said Section 4; thence South 89°56'31" West, 45.00 feet along the South boundary of the Northeast Quarter of said Section 4 to the West right of way line of South Cloverdale Road, the POINT OF BEGINNING; thence South 89°56'31" West, 2,629.70 feet continuing along said South boundary of the Northeast Quarter to the center quarter section corner of said Section 4; thence North 00°23'29" East, 2650.16 feet along the West boundary of the Northeast quarter of said Section 4 to the south right of way line of East Lake Hazel Road; thence North 89°40'14" East, 956.01 feet along said South right of way line to the boundary of the aforementioned Medalist Subdivision No. 1; thence along the said boundary of Medalist Subdivision No. 1 the following courses:
South 45°05'31" East, 28.31 feet; South 00°21'57" East, 17.99 feet; 183.47 feet along a curve to the left having a radius of 175.00 feet, a central angle of 60°04'12", a chord bearing of South 30°24'03" East, and a chord distance of 175.19 feet; South 60°24'36" East, 51.12 feet; South 15°35'24" West, 179.58 feet; South 77°52'56" East 1,217.83 feet; South 34°12'47" East, 52.83 feet; 220.69 feet along a curve to the left having a radius of 226.02 feet, a central angle of 55°56'34", a chord bearing of South 62°11'05" East, and a chord distance of 212.03 feet; North 89°50'38" East, 119.26 feet to the West right of way line of South Cloverdale Road and the boundary of the aforementioned Amended Medalist Subdivision No. 2; thence along the said boundary of the Amended Medalist Subdivision No. 2 the following courses:

SCANNED

MAY 16 2023

South 00°06'15" East, 517.11 feet; South 89°57'36" West, 49.83 feet; South 67°35'57" West, 101.35 feet; South 10°07'54" East, 69.48 feet; 15.36 feet along a non-tangent curve to the left having a radius of 25.00 feet, a central angle of 35°12'23", a chord bearing of South 78°14'23" West, and a chord distance of 15.12 feet; North 09°59'37" West, 68.45 feet; South 72°37'34" West, 351.67 feet; South 46°59'14" West, 48.98 feet; South 33°35'27" West, 140.08 feet; South 00°21'18" East, 244.84 feet; South 44°35'23" West, 53.16 feet; 64.31 feet along a curve to the left having a radius of 225.00 feet, a central angle of 16°22'34", a chord bearing of South 36°24'06" West, and a chord distance of 64.09 feet; North 80°21'10" West, 161.32 feet; South 06°37'02" West, 210.27 feet; South 09°22'00" East, 163.94 feet; South 70°22'48" East, 179.60 feet; South 74°23'05" East, 674.51 feet; North 02°37'41" East, 150.23 feet; North 89°40'58" East, 13.60 feet; South 45°17'37" East, 28.23 feet to the West right of way line of South Cloverdale Road; thence South 00°06'15" East, 263.30 feet along said right of way line to the POINT OF BEGINNING.

PARCEL B:

Lot 8 in Block 6 AMENDED PLAT OF MEDALIST SUBDIVISION NO. 2, according to the plat thereof, filed in Book 81 of Plats at Pages 8818 and 8819, records of Ada County, Idaho.

PARCEL C:

Lot 2 in Block 2 of MEDALIST SUBDIVISION NO. 3, according to the plat thereof, filed in Book 85 of Plats at Pages 9627 and 9628, records of Ada County, Idaho.

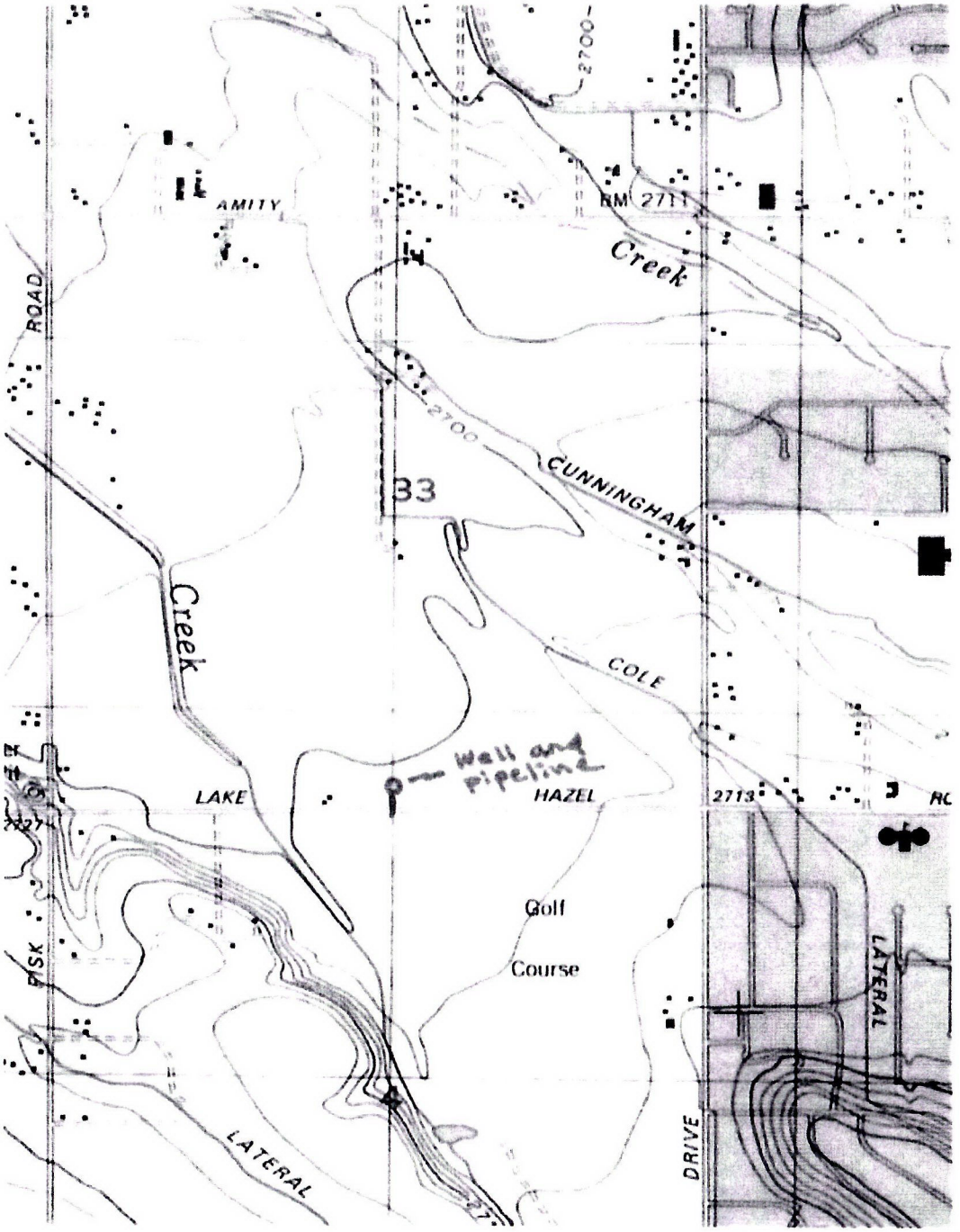


SCANNED

MAY 16 2023

**EXHIBIT C**
**(Depiction of Well and Pipeline Location)**

**S1/2W1/2W1/2SE1/4 Section 33, T3N, R1E B.M.**
**Ada County, Idaho**






SCANNED
MAY 16 2023

**EXHIBIT D**
**(Form of Bill of Sale)**

**Bill of Sale**

For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Wilson Properties, L.P. ("Seller"), grants, bargains, sells, conveys and delivers to FC Nova, Inc. ("Buyer") and its successors and assigns, forever, an undivided one-half interest in and to the following described personal property:

> One 10" diameter irrigation well (Driller Tag Number D0039124 and one 30 hp National submersible pump, together with associated casing, screens, electrical panel, controls, valves and meters ("Well"), said Well being located on the real property described in Exhibit A hereto.

The ownership interest in the Well conveyed to Buyer hereby includes a right-of-first refusal and option to purchase Seller's interest in the Well on the same terms contained in any bona fide offer to purchase the Well subsequently received by Seller.

TO HAVE AND TO HOLD, the same unto Buyer, its successors and assigns, forever, subject to a right-of-first refusal and option to purchase Buyer's interest in the Well conveyed hereby on the same terms contained in any bona fide offer to purchase the Well received by Buyer, which right-of-first refusal and option is expressly reserved unto Seller hereby.

Seller does hereby bind itself and its successors to forever warrant and defend the title to the Personal Property unto Buyer, its successors and assigns, against the lawful claims of all persons claiming by, through or under Seller, but not otherwise.

Seller is transferring the property to Buyer AS IS, including latent defects, without any representations or warranties, express or implied.

DATED this ___ day of _____, 2013.

WILSON PROPERTIES, L.P.

By:_____
Fort Wilson, Inc., General Partner

By: _____
Charles H. Wilson, President of Fort Wilson, Inc.



SCANNED
MAY 16 2023

## EXHIBIT A

A parcel being the S ½ of the W ½ of the W ½ of the SE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the southwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼ from which a brass cap monument marking the southeasterly corner of the SE ¼ of said Section 33 bears N 89°20'44" E a distance of 2651.30 feet;

Thence N 89°20'44" E along the southerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence leaving said southerly boundary N 0°12'35' W along the easterly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1326.56 to the northeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 89°33'38" W along the northerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 663.36 feet to the northwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 0°14'04" E along the westerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1329.05 feet to the POINT OF BEGINNING.

SCANNED

MAY 16 2023

**DISCLAIMER OF INTEREST IN IRRIGATION WELL AND INDEMNIFICATION**

L. Darwin McKay ("McKay"), for the benefit of and reliance by Wilson Properties, LP, an Idaho limited partnership and FC Nova, Inc., an Idaho corporation, hereby disclaims any right title or interest in or to the following-described irrigation well and appurtenant equipment now located on the real property in Ada County, Idaho more particularly described in Exhibit A hereto:

> One 10" diameter irrigation well (Driller Tag Number D0039124) and one 30 hp National submersible pump, together with associated casing, screens, electrical panel, controls, valves and meters ("Well").

McKay further agrees to defend, indemnify, and hold harmless Wilson Properties, LP and FC Nova, Inc. from and against the lawful claims of all persons claiming an interest in said Well by, through or under McKay, but not otherwise.

Dated this 27 day of November, 2013.

L. Darwin McKay

L. Darwin McKay



SCANNED

MAY 16 2023

## EXHIBIT A

A parcel being the S ½ of the W ½ of the W ½ of the SE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

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Thence N 89°20'44" E along the southerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence leaving said southerly boundary N 0°12'35' W along the easterly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1326.56 to the northeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 89°33'38" W along the northerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 663.36 feet to the northwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 0°14'04" E along the westerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1329.05 feet to the POINT OF BEGINNING.



SCANNED

MAY 16 2023

COPY

**ACKNOWLEDGMENT OF TERMINATION OF OPTION UNDER TURF MAINTENANCE AGREEMENT**

The Turf Company, LLC ("Turf Company") and FC Nova, Inc. ("FC Nova"), as successor in interest to Boise Capital Soccer Foundation, Inc. ("BCSF"), with respect to that certain Turf Maintenance Agreement ("Agreement") entered into May 13, 2003 by and between Turf Company and BCSF hereby agree that the option to purchase an irrigation well granted to BCSF by Turf Company under Section 9 of the Agreement has not been exercised, is hereby terminated and is of no further force or effect.

Dated this 27th day of November, 2013.

THE TURF COMPANY, LLC

By: The Turf Corporation, Managing Member

By: Darwin McKay
Darwin McKay, President
The Turf Corporation

FC NOVA, INC.

By: _____
Paul J. Augustine, President

SCANNED
MAY 16 2023

ADA COUNTY RECORDER [redacted]stopher D. Rich AMOUNT 16.00 3
BOISE IDAHO 07/10/12 09:13 AM
DEPUTY Vicky Bailey
RECORDED – REQUEST OF
FC Novva Foundation
112067133

# QUITCLAIM DEED

FOR VALUE RECEIVED, FC NOVVA FOUNDATION, INC., successor through merger for Boise Capitals Soccer Foundation Inc. ("Grantor") does hereby quitclaim, transfer and convey to FC NOVA, INC. whose current address is 3924 E. Lake Hazel Rd., Meridian, Idaho 83642, all of Grantor's right, title and interest in and to the real property situated in Ada County, Idaho, commonly known as 3924 E. Lake Hazel Rod., Meridian, Idaho 83642 subject to all easements, liens, and encumbrances of record, more particularly described in Exhibit A attached hereto.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

DATED this 29 day of June, 2012.

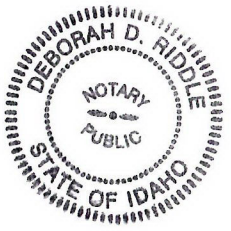
Brad Mauzerall,
President, FC Nova Foundation, Inc.

SCANNED
MAY 16 2023

STATE OF IDAHO )
ss.
County of Ada )

On this 29th day of June, 2012, before me, a notary public in and for said county and state, personally appeared Brad Mauzerall, President of FC Nova Foundation, Inc. known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.




Deborah D. Riddle
NOTARY PUBLIC FOR IDAHO
Residing at Meridian Idaho
My Commission Expires April 27, 2013

SCANNED
MAY 16 2023

**"EXHIBIT "A"**

A parcel being the South half of the West half of the West half of the Southeast quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the Southwesterly corner of said South half of the West half of the West half of the Southeast quarter from which a brass cap monument marking the Southeasterly corner of the Southeast quarter of said Section 33 bears
North 89°20'44" East a distance of 2651.30 feet; thence
North 89°20'44" East along the Southerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the Southeasterly corner of said South half of the West half of the West half of the Southeast quarter; thence leaving said Southerly boundary
North 0°12'35" West along the Easterly boundary of said South half of the West half of the West half of the Southeast Quarter a distance of 1326.56 feet to the Northeasterly corner of said South half of the West half of the West half of the Southeast quarter; thence;
South 89°33'38" West along the Northerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 663.36 feet to the Northwesterly corner of said South half of the West half of the West half of the Southeast quarter; thence
South 0°14'04" East along the Westerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 1329.05 feet to the POINT OF BEGINNING.

Excepting therefrom the right of way deeded to Ada County Highway District with instrument 1090914794.



SCANNED
MAY 16 2023

## QUITCLAIM DEED

FOR VALUE RECEIVED, FC NOVVA FOUNDATION, INC., successor through merger for Boise Capitals Soccer Foundation Inc. ("Grantor") does hereby quitclaim, transfer and convey to FC NOVA, INC. whose current address is 3924 E. Lake Hazel Rd., Meridian, Idaho 83642, all of Grantor's right, title and interest in and to the real property situated in Ada County, Idaho, commonly known as 3924 E. Lake Hazel Rod., Meridian, Idaho 83642 subject to all easements, liens, and encumbrances of record, more particularly described in Exhibit A attached hereto.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

DATED this 27 day of June, 2012.

Brad Mauzerall,
President, FC Nova Foundation, Inc.

SCANNED

MAY 16 2023

STATE OF IDAHO )
ss.
County of Ada )

On this 29th day of June, 2012, before me, a notary public in and for said county and state, personally appeared Brad Mauzerall, President of FC Nova Foundation, Inc. known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

Deborah D. Riddle
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, Idaho
My Commission Expires April 27, 2013

DEBORAH D. RIDDLE NOTARY PUBLIC STATE OF IDAHO

SCANNED
MAY 16 2023

**"EXHIBIT "A"**

A parcel being the South half of the West half of the West half of the Southeast quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the Southwesterly corner of said South half of the West half of the West half of the Southeast quarter from which a brass cap monument marking the Southeasterly corner of the Southeast quarter of said Section 33 bears
North 89°20'44" East a distance of 2651.30 feet; thence
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North 0°12'35" West along the Easterly boundary of said South half of the West half of the West half of the Southeast Quarter a distance of 1326.56 feet to the Northeasterly corner of said South half of the West half of the West half of the Southeast quarter; thence;
South 89°33'38" West along the Northerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 663.36 feet to the Northwesterly corner of said South half of the West half of the West half of the Southeast quarter; thence
South 0°14'04" East along the Westerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 1329.05 feet to the POINT OF BEGINNING.

Excepting therefrom the right of way deeded to Ada County Highway District with instrument 1090914794.



SCANNED
MAY 16 2023

ADA COUNTY RECORDER Christ[redacted] D. Rich AMOUNT 16.00 3
BOISE IDAHO 06/08/12 01:36 PM
DEPUTY Vicky Bailey
RECORDED – REQUEST OF
FC Nova Inc
112055178

# QUITCLAIM DEED

FOR VALUE RECEIVED, FC NOVA FOUNDATION, INC. ("Grantor") does hereby quitclaim, transfer and convey to FC NOVA, INC. whose current address is 3924 E. Lake Hazel Rd., Meridian, Idaho 83642, all of Grantor's right, title and interest in and to the real property situate in Ada County, Idaho, commonly known as 3924 E. Lake Hazel Rd., Meridian, Idaho 83642 subject to all easements, liens, and encumbrances of record, more particularly described in Exhibit A attached hereto.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

DATED this 15 day of June, 2012.

Brad Mauzerall,
President, FC Nova Foundation, Inc.

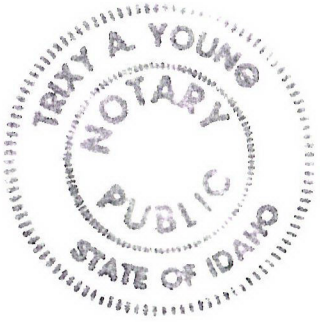


SCANNED
MAY 16 2023

STATE OF IDAHO )
: ss.
County of Ada )

On this 1st day of June, 2012, before me, a notary public in and for said county and state, personally appeared Brad Mauzerall, President of FC Nova Foundation, Inc. known or identified to me to be the persons whose names is subscribed to the foregoing instrument, and acknowledged to me that she 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.




NOTARY PUBLIC FOR IDAHO
Residing at: Boise ID
My commission expires: 02/17/2016



SCANNED
MAY 16 2023

# EXHIBIT "A"

A parcel being the South half of the West half of the West half of the Southeast quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the Southwesterly corner of said South half of the West half of the West half of the Southeast quarter from which a brass cap monument marking the Southeasterly corner of the Southeast quarter of said Section 33 bears
North 89°20'44" East a distance of 2651.30 feet; thence
North 89°20'44" East along the Southerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the Southeasterly corner of said South half of the West half of the West half of the Southeast quarter; thence leaving said Southerly boundary
North 0°12'35" West along the Easterly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 1326.56 feet to the Northeasterly corner of said South half of the West half of the West half of the Southeast quarter; thence
South 89°33'38" West along the Northerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 663.36 feet to the Northwesterly corner of said South half of the West half of the West half of the Southeast quarter; thence
South 0°14'04" East along the Westerly boundary of said South half of the West half of the West half of the Southeast quarter a distance of 1329.05 feet to the POINT OF BEGINNING.



SCANNED
MAY 16 2023

Recording Requested By and
When Recorded Return to:

Gary D. Babbitt
Boise Capital Soccer Foundation
877 Main Street, Suite 1000
Boise, Idaho 83702

ADA COUNTY RECORDER J. DAVID NAVARRO 3
BOISE IDAHO 06/04/04 11:48 AM
DEPUTY Joanne Hooper
RECORDED – REQUEST OF
BOISE CAPITAL SOCCER
AMOUNT 9.00

104069860

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

# CORRECTION GENERAL WARRANTY DEED

This Correction General Warranty Deed is made this 4th day of June, 2004, between TURF COMPANY, LLC an Idaho Limited Liability Company ("Grantor"), and BOISE CAPITAL SOCCER FOUNDATION, INC., an Idaho nonprofit corporation, whose mailing address is 877 Main Street, Suite 1000, Boise, Idaho 83701 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledge, has granted, bargained, and sold, and does, by these presents grant, bargain, sell, convey, and confirm unto Grantee and its successors and assigns forever, all of the following described real estate situated in the County of **ADA**, State of Idaho containing approximately 20.21 acres:

See Exhibit A attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including all New York Irrigation District water rights appertaining thereto and ditches and rights thereto, and all right, title and interest in and to the property, as well in law as in equity subject only to easements, rights-of-way, and restrictions of record.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its successors and assigns forever.

Grantor and its successors shall and will warrant and by these presents forever all the premises in the quiet and peaceable possession of Grantee, its successors and assigns, against Grantor and its successors and against all and every person or persons whomsoever, lawfully claiming the whole or any part of the same.



SCANNED
55555.0018.761011.1
MAY 16 2023

**THIS INSTRUMENT IS BEING RECORDED TO CORRECT THAT CERTAIN GENERAL WARRANTY DEED RECORDED MAY 15, 2003, AS INSTRUMENT NO. 103079701, WHICH CONTAINS AN ERRONEOUS LEGAL DESCRIPTION**

DATED THIS 4th day of June, 2004.

TURF COMPANY, LLC

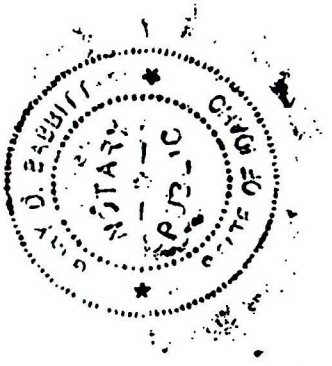
BY: THE TURF CORPORATION
MANAGING MEMBER

By Darwin McKay
Darwin McKay, President,
The Turf Corporation

STATE OF IDAHO )
) ss.
County of Ada )

On this 4th day of June, 2004, before me, Gary D. Babbitt, a Notary Public in and for said State, personally appeared Darwin McKay, known or identified to me to be the President of The Turf Corporation, the Managing Member of TURF COMPANY, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



D. Babbitt
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 1/23/07



SCANNED
55555.0018.761011.1
MAY 16 2023

EXHIBIT A

A parcel being the S ½ of the W ½ of the W ½ of the SE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the southwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼ from which a brass cap monument marking the southeasterly corner of the SE ¼ of said Section 33 bears N 89°20'44" E a distance of 2651.30 feet;

Thence N 89°20'44" E along the southerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 662.80 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence leaving said southerly boundary N 0°12'35' W along the easterly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1326.56 to the northeasterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 89°33'38" W along the northerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 663.36 feet to the northwesterly corner of said S ½ of the W ½ of the W ½ of the SE ¼;

Thence S 0°14'04" E along the westerly boundary of said S ½ of the W ½ of the W ½ of the SE ¼ a distance of 1329.05 feet to the POINT OF BEGINNING.

This parcel contains 20.21 acres and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
May 26, 2004




SCANNED
MAY 16 2023

(1)

3 Pgs

ADA COUNTY RECORDER J. DAVID NAVARRO 3
BOISE IDAHO 03/02/04 04:54 PM
DEPUTY Kathy Ingraham
RECORDED-REQUEST OF
Stewart Title Company
AMOUNT 9.00
104024158

Recording Requested By and
When Recorded Return to:

Boise Capital Soccer Foundation
877 Main Street, Suite 1000
Boise, Idaho 83701

ADA COUNTY RECORDER J. DAVID NAVARRO 3
BOISE IDAHO 05/14/03 08:19 AM re-record
DEPUTY Michelle Turner
RECORDED-REQUEST OF
Stewart Title Company
AMOUNT 9.00
[redacted]
103079701

re-recorded to correct legal 03022047 CG/LM

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## GENERAL WARRANTY DEED

This General Warranty Deed is made this 13 day of May, 2003, between TURF COMPANY, LLC, an Idaho Limited Liability Company ("**Grantor**"), and BOISE CAPITAL SOCCER FOUNDATION, INC., an Idaho nonprofit corporation, whose mailing address is 877 Main Street, Suite 1000, Boise, Idaho 83701 ("**Grantee**").

Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant bargain, sell, convey, and confirm unto Grantee and its successors and assigns forever, all of the following described real estate situated in the County of Bannock, State of Idaho containing approximately 20.22 acres:

See Exhibit A attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, including all water rights appurtenant and appertaining thereto and all mainline, lateral lines, ditches and rights thereto; and all estate, right, title, and interest in and to the property, as well in law as in equity subject only to easements, rights-of-way, and restrictions of record.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its successors and assigns forever.

And Grantor and its successors shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its successors and assigns, against Grantor and its successors and against all and every person or persons whomsoever, lawfully claiming the whole or any part of the same.

SCANNED
MAY 16 2023

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

TURF COMPANY, LLC
By: THE TURF CORPORATION,
Managing Member

By: Darwin McKay
Darwin McKay, President

Attest: Patricia McKay
Patricia McKay, Secretary,

STATE OF IDAHO )
) ss.
County of Ada )

On this 13 day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Darwin McKay and Patricia McKay, known or identified to me to be the President and Secretary, respectively, of Turf Company LLC, the corporation that executed the within instrument or the persons 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.

LINDA McGRATH NOTARY PUBLIC STATE OF IDAHO

Linda McGrath
Notary Public for Idaho
Residing at Meridian Idaho
My commission expires 5-28-2005

55555 0018 691711 1
SCANNED
MAY 16 2023

## LEGAL DESCRIPTION

Order Number: 03022047 CG/LM

THE SOUTH HALF OF THE WEST HALF OF THE THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE-MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS PARCEL I IN RECORD OF SURVEY NO. 5821, RECORDED MAY 23, 2002 AS INSTRUMENT NO. 102058885, RECORDS OF ADA COUNTY, IDAHO, ALSO SHOWN OF RECORD AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MONUMENT MARKING THE SOUTHWESTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER FROM WHENCE A BRASS CAP MONUMENT MARKING THE SOUTHEASTERLY CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 BEARS NORTH 89°20'44" EAST A DISTANCE OF 2653.30 FEET; THENCE NORTH 00°14'04" WEST ALONG THE WESTERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 2658.13 FEET TO A 5/8 INCH DIAMETER IRON PIN MARKING THE NORTHWESTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE

NORTH 89°46'31" EAST ALONG THE NORTHERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 663.92 FEET TO A 5/8 INCH DIAMETER IRON PIN MARKING THE NORTHEASTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE

SOUTH 00°14'35" EAST ALONG THE EASTERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 2653.13 FEET TO A 5/8 INCH DIAMETER IRON PIN MARKING THE SOUTHEASTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE

SOUTH 89°20'44" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 662.80 FEET TO THE POINT OF BEGINNING.

STATE OF IDAHO, COUNTY OF ADA, ss.
I, J. David Navarro, Recorder for Ada County, do hereby certify that the Annexed is a full, true and correct copy of Inst. No. 104079701
as it appears on record in Book _____ of _____
_____ at Page 5 I A I of Records of Ada County, State of Idaho.
IN WITNESS WHEREOF, I have set my hand and affixed my official seal this
1 day of MARCH 20 04
J. DAVID NAVARRO, Recorder
By _____ Deputy

SCANNED
MAY 16 2023

(2)

3 pgs

ORIGINAL

Recording Requested By and
When Recorded Return to:

Boise Capital Soccer Foundation
877 Main Street, Suite 1000
Boise, Idaho 83701

ADA COUNTY RECORDER J. DAVID NAVARRO 3
BOISE IDAHO 05/14/03 08:19 AM
DEPUTY Michelle Turner
RECORDED – REQUEST OF
Stewart Title Company
AMOUNT 9.00

103079701

03022047 CG/LM

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## GENERAL WARRANTY DEED

This General Warranty Deed is made this 13 day of May, 2003, between TURF COMPANY, LLC, an Idaho Limited Liability Company ("**Grantor**"), and BOISE CAPITAL SOCCER FOUNDATION, INC., an Idaho nonprofit corporation, whose mailing address is 877 Main Street, Suite 1000, Boise, Idaho 83701 ("**Grantee**").

Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant bargain, sell, convey, and confirm unto Grantee and its successors and assigns forever, all of the following described real estate situated in the County of Bannock, State of Idaho containing approximately 20.22 acres:

See Exhibit A attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, including all water rights appurtenant and appertaining thereto and all mainline, lateral lines, ditches and rights thereto; and all estate, right, title, and interest in and to the property, as well in law as in equity subject only to easements, rights-of-way, and restrictions of record.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its successors and assigns forever.

And Grantor and its successors shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its successors and assigns, against Grantor and its successors and against all and every person or persons whomsoever, lawfully claiming the whole or any part of the same.

SCANNED

MAY 16 2023

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

TURF COMPANY, LLC
By: THE TURF CORPORATION,
Managing Member

By: Darwin McKay
Darwin McKay, President

Attest: Patricia McKay
Patricia McKay, Secretary,

STATE OF IDAHO )
) ss.
County of Ada )

On this 13 day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Darwin McKay and Patricia McKay, known or identified to me to be the President and Secretary, respectively, of Turf Company LLC, the corporation that executed the within instrument or the persons 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.

LINDA McGRATH NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Meridian Idaho
My commission expires 5.28.2005

SCANNED
MAY 16 2023

# DEED OF TRUST

THIS DEED OF TRUST, made this 13 day of MAY, 2003, between Boise Capital Soccer Foundation, Inc., hereinafter called the GRANTOR, whose address is c/o Gary D. Babbitt, 877 Main Street, Suite 1000, Boise, Idaho 83701, herein called TRUSTEE, and The Turf Company LLC whose address is 6100 South Eagle Road, Meridian, Idaho 83642, together the BENEFICIARY, WITNESSETH:

That GRANTOR does hereby irrevocably GRANT, BARGAIN, SELL and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Ada, State of Idaho, described as follows and containing approximately 20.22 acres:

See Exhibit A attached hereto and incorporated herein.

TOGETHER WITH any rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note(s), of even date herewith, executed by Grantor in the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) final payment due February 27, 2021 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts, or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

**A. To protect the security of this Deed of Trust, Grantor Agrees:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SCANNED

MAY 16 2023

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

**B. It is mutually agreed that:**

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

SCANNED

MAY 16 2023

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of the default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause, to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

SCANNED

MAY 16 2023

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at her address hereinbefore set forth.

BOISE CAPITAL SOCCER FOUNDATION, INC.

By Cheryl L. Swajkowski
Cheryl Swajkowski, President

STATE OF IDAHO )
) ss.
County of Ada )

On this 13 day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Swajkowski, known or identified to me to be the President of Boise Capital Soccer Foundation, Inc., the corporation that executed the within 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.

LINDA McGRATH NOTARY PUBLIC STATE OF IDAHO

Linda McGrath
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires 5-25-2005

SCANNED

MAY 16 2023

# LEGAL DESCRIPTION

Order Number: 03022047

THE WEST HALF OF THE THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE-MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS PARCEL I IN RECORD OF SURVEY NO. 5821, RECORDED MAY 23, 2002 AS INSTRUMENT NO. 102058885, RECORDS OF ADA COUNTY, IDAHO, ALSO SHOWN OF RECORD AS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A BRASS CAP MONUMENT MARKING THE SOUTHWESTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER FROM WHICH A BRASS CAP MONUMENT MARKING THE SOUTHEASTERLY CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 BEARS NORTH 89°20'44" EAST A DISTANCE OF 2651.30 FEET; THENCE

NORTH 0°14'04" WEST ALONG THE WESTERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 2658.10 FEET TO A 5/8 INCH DIAMETER IRON PIN MARKING THE NORTHWESTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE

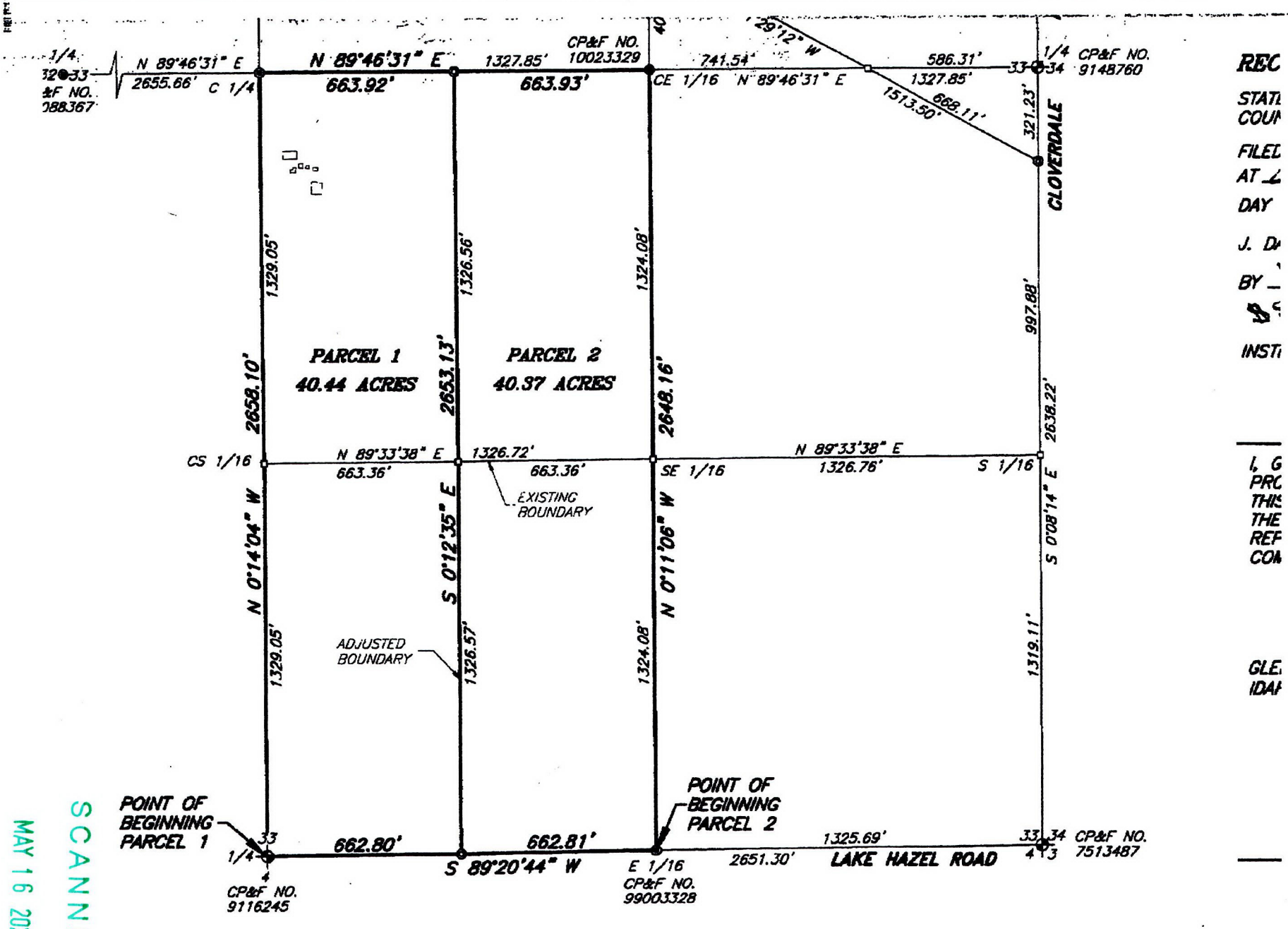
NORTH 89°46'31" EAST ALONG THE NORTHERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 663.92 FEET TO A 5/8 INCH DIAMETER IRON PIN MARKING THE NORTHEASTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE

SOUTH 0°12'35" EAST ALONG THE EASTERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 2653.13 FEET TO A 5/8 INCH DIAMETER IRON PIN MARKING THE SOUTHEASTERLY CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE

SOUTH 89°20'44" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 662.80 FEET TO THE POINT OF BEGINNING.

SCANNED
MAY 16 2023

Exhibit A




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SCANNED
MAY 16 2023

**IDAHO DEPARTMENT OF WATER RESOURCES** **2/27/2023**
**Proof Report**

**Water Right 63-11831**
**Before Split**

| **Owner Type** | **Name and Address** |
|---|---|
| Current Owner | DONNA R MC KAY<br>DBA TURFCO 3220 E LAKE HAZEL RD<br>MERIDIAN, ID 83642<br>(208) 888-3760 |
| Current Owner | L DARWIN MC KAY<br>DBA TURFCO 6100 S EAGLE RD<br>MERIDIAN, ID 83642<br>(208) 888-3760 |

**Priority Date:** 5/14/1992
**Basis:** License
**Status:** Active

| **Source** | **Tributary** |
|---|---|
| GROUND WATER | |

| **Beneficial Use** | **From** | **To** | **Diversion Rate** | **Volume** |
|---|---|---|---|---|
| IRRIGATION | 03/01 | 11/15 | 0.800 CFS | |
| | **Total Diversion** | | 0.800 CFS | |

**Source and Point(s) of Diversion:**

| | | |
|---|---|---|
| GROUND WATER | SWSE | Sec. 33, Twp 03N, Rge 01E, ADA County |

**Place Of Use:**
IRRIGATION within ADA County

| | | | NE | | | | NW | | | | SW | | | | SE | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Twp | Rng | Sec | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | Totals |
| 03N | 01E | 33 | | | | | | | | | | | | 1.6 | | | 38.4 | | 40.0 |

POU Total Acres: 40.0

**Conditions of Approval:**

1. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
2. 105 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right

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MAR 17 2023

| | | |
|---|---|---|
| | | to divert ground water shall not be used for irrigation purposes without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required. |
| 3. | R65 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above. |
| 4. | WB7 | This right when combined with all other rights shall provide no more than a combined annual maximum diversion volume of 180 af at the field headgate for the lands above. |
| 5. | 01M | After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department. |
| 6. | | Water bearing zone to be appropriated is 250 to 300 feet. |
| 7. | 004 | The issuance of this right does not grant any right-of-way or easement across the land of another. |

**Comments:**

| | | | |
|---|---|---|---|
| 1 | cpadilla | 9/15/2010 | POD |
| Updated Shape | | | |
| 2 | cpadilla | 9/15/2010 | POD |
| PODID 718758 correlated from SpatialDataID 422412 to SpatialDataID 422412 | | | |
| 3 | cpadilla | 9/15/2010 | POU |
| Updated Shape | | | |
| 4 | SVisosky | 7/13/2016 | POD |
| PODID 718758 correlated from SpatialDataID 422412 to SpatialDataID 505143 | | | |

**Dates and Other Information:**
Licensed Date: 1/31/2011
Owner Name Connector: And/Or
Water District Number: 63
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 4.5
Mitigation Plan: False

**Combined Use Limits:**
N/A

**Verification Log**

SCANNED
MAR 17 2023

**SubCase:**
N/A

**Water Supply Bank:**

N/A

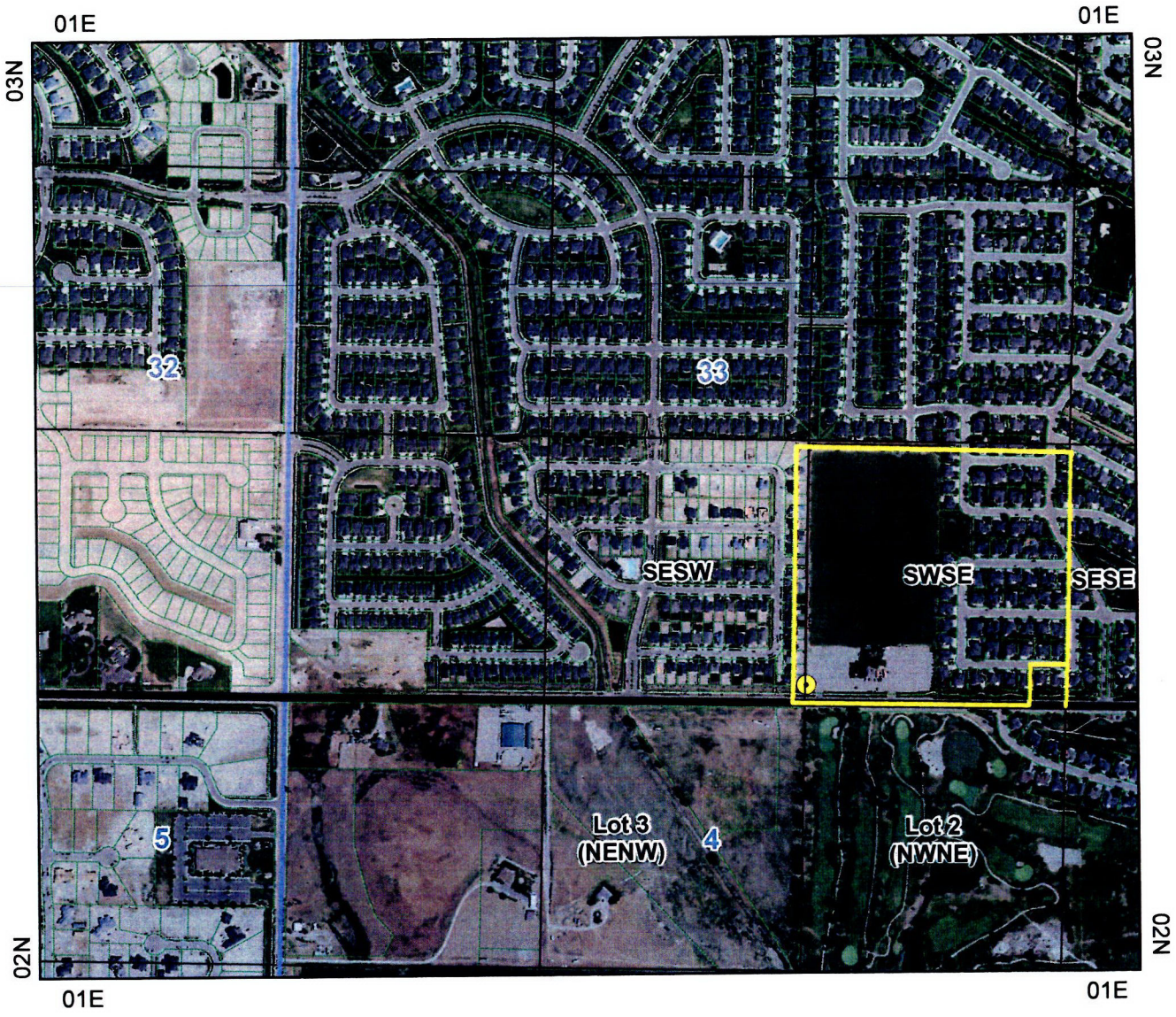
SCANNED
MAR 17 2023

State of Idaho
Department of Water Resources

# Attachment to Water Right

63-11831
Before Split

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.




0 0.1 0.2 0.4 Miles

- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters
- Point of Diversion
- Taxlots

SCANNED
MAR 17 2023

N

**IDAHO DEPARTMENT OF WATER RESOURCES** 3/17/2023

**Proof Report**

**Water Right 63-11831**
**After Split**

| **Owner Type** | **Name and Address** |
|---|---|
| Current Owner | DONNA R MC KAY<br>DBA TURFCO 3220 E LAKE HAZEL RD<br>MERIDIAN, ID 83642<br>(208) 888-3760 |
| Current Owner | L DARWIN MC KAY<br>DBA TURFCO 6100 S EAGLE RD<br>MERIDIAN, ID 83642<br>(208) 888-3760 |

**Priority Date:** 5/14/1992
**Basis:** License
**Status:** Active

| **Source** | **Tributary** |
|---|---|
| GROUND WATER | |

| **Beneficial Use** | **From** | **To** | **Diversion Rate** | **Volume** |
|---|---|---|---|---|
| IRRIGATION | 03/01 | 11/15 | 0.400 CFS | |
| | **Total Diversion** | | 0.400 CFS | |

**Source and Point(s) of Diversion:**

| | | |
|---|---|---|
| GROUND WATER | SWSE | Sec. 33, Twp 03N, Rge 01E, ADA County |

**Place Of Use:**
IRRIGATION within ADA County

| | | | NE | | | | NW | | | | SW | | | | SE | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Twp | Rng | Sec | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | Totals |
| 03N | 01E | 33 | | | | | | | | | | | | | | | 19.0 | | 19.0 |

POU Total Acres: 19.0

**Conditions of Approval:**

1. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
2. 105 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right

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MAR 17 2023

| | | |
|---|---|---|
| | | to divert ground water shall not be used for irrigation purposes without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required. |
| 3. | R65 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above. |
| 4. | WB7 | This right when combined with all other rights shall provide no more than a combined annual maximum diversion volume of 180 af at the field headgate for the lands above. |
| 5. | 01M | After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department. |
| 6. | | Water bearing zone to be appropriated is 250 to 300 feet. |
| 7. | 004 | The issuance of this right does not grant any right-of-way or easement across the land of another. |

**Comments:**

1 cpadilla 9/15/2010 POD
Updated Shape

2 cpadilla 9/15/2010 POD
PODID 718758 correlated from SpatialDataID 422412 to SpatialDataID 422412

3 cpadilla 9/15/2010 POU
Updated Shape

4 SVisosky 7/13/2016 POD
PODID 718758 correlated from SpatialDataID 422412 to SpatialDataID 505143

5 mwilliams 3/17/2023 POU
Updated Shape

6 mwilliams 3/17/2023 Split Right
Split into 63-35385.

**Dates and Other Information:**

Licensed Date: 1/31/2011
Owner Name Connector: AND/OR
Water District Number: 63
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 4.5
Mitigation Plan: False

**Combined Use Limits:**

N/A

SCANNED
MAR 17 2023

**Verification Log**

**SubCase:**
N/A

**Water Supply Bank:**

N/A

SCANNED
MAR 17 2023

State of Idaho
Department of Water Resources

# Attachment to Water Right

63-11831
**After Split**

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes




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MAR 17 2023

**IDAHO DEPARTMENT OF WATER RESOURCES** **3/17/2023**

**Proof Report**

**Water Right 63-35385**
**Created By Split**

| **Owner Type** | **Name and Address** |
|---|---|
| Current Owner | BOISE TIMBER THORNS SOCCER CLUB INC<br>3924 E LAKE HAZEL RD<br>MERIDIAN, ID 83642-7221<br>ross.shultz@boisetimbersthorns.org |

**Priority Date:** 5/14/1992
**Basis:** License
**Status:** Active DRAFT

| **Source** | **Tributary** |
|---|---|
| GROUND WATER | |

| **Beneficial Use** | **From** | **To** | **Diversion Rate** | **Volume** |
|---|---|---|---|---|
| IRRIGATION | 03/01 | 11/15 | 0.400 CFS | |
| | **Total Diversion** | | 0.400 CFS | |

**Source and Point(s) of Diversion:**

| | | |
|---|---|---|
| GROUND WATER | SWSE | Sec. 33, Twp 03N, Rge 01E, ADA County |

**Place Of Use:**
IRRIGATION within ADA County

| | | | NE | | | | NW | | | | SW | | | | SE | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Twp | Rng | Sec | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | Totals |
| 03N | 01E | 33 | | | | | | | | | | | | 1.6 | | | 20.0 | | 21.6 |

POU Total Acres: 21.6

**Conditions of Approval:**

| | | |
|---|---|---|
| 1. | 065 | The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right. |
| 2. | 105 | If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used for irrigation purposes without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required. |
| 3. | R65 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above. |

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MAR 17 2023

| | | |
|---|---|---|
| 4. | WB7 | This right when combined with all other rights shall provide no more than a combined annual maximum diversion volume of 180 af at the field headgate for the lands above. |
| 5. | 01M | After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department. |
| 6. | | Water bearing zone to be appropriated is 250 to 300 feet. |
| 7. | 004 | The issuance of this right does not grant any right-of-way or easement across the land of another. |

**Comments:**

| | | | |
|---|---|---|---|
| 1 | mwilliams | 3/17/2023 | Split Right |

This right is the result of split from 63-11831.

**Dates and Other Information:**

Water District Number: 63
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 4.5
Mitigation Plan: False

**Combined Use Limits:**

N/A

**Verification Log**

**SubCase:**

N/A

**Water Supply Bank:**

N/A

SCANNED
MAR 17 2023

State of Idaho
Department of Water Resources

# Attachment to Water Right

63-35385
Created By Split

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes




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MAR 17 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 17, 2023

DONNA R MC KAY
DBA TURFCO 3220 E LAKE HAZEL RD
MERIDIAN, ID 83642

Re: Change in Water Right Ownership: 63-11831 (Split into 63-11831 and ***63-35385***),

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) 605-4632.

Sincerely,

Marcelina Williams
Water Resource Agent, Sr

SCANNED
MAY 16 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 17, 2023

BOISE TIMBER THORNS SOCCER CLUB INC
3924 E LAKE HAZEL RD
MERIDIAN ID 83642-7221

Re: Change in Water Right Ownership: 63-11831 (Split into 63-11831 and ***63-35385***),

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.

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If you have any questions concerning the enclosed information, please contact me at (208) 605-4632.

Sincerely,

Marcelina Williams
Water Resource Agent, Sr

c: DONNA R MC KAY & L DARWIN MC KAY

SCANNED
MAY 16 2023