

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

125
RECEIVED
MAR 18 2024

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

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?
65-13548 ✓	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: GWC Capital (Who purchased from M3)
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Hoff Companies, Inc. - Pioneer 1031 Co owned in between GWC & us.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1840 N Lakes Pl Meridian ID 83646
Mailing address City State Zip
- 208-884-2002 charlieh@hoffc.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/27/23
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.

8. Signature: CU VP 3/12/24
Signature of new owner/claimant Title, if applicable Date
Charlie Hoff
Print name

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

Received by CC Date 3-18-24 For IDWR Office Use Only: Receipt No. W051823 Receipt Amt. 125.00
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 DM Date 6-13-24

Recording Requested By and
When Recorded Return to:

HOFF COMPANIES, INC.
1840 N. Lakes Place
Meridian, ID 83646
20074-ID
23490000

Instrument # 285422
IDAHO CITY, BOISE COUNTY, IDAHO
02-13-2024 16:07:02 PM No. of Pages: 3
Recorded for: TITLEONE BOISE
MARY T. PRISCO Fee: \$15.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of February 12, 2024, is between #883 **PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC**, an Idaho limited liability company ("**Grantor**"), and Hoff Companies, Inc., an Idaho Corporation ("**Grantee**"), whose legal address is: 1840 N. Lakes Place Meridian, ID 83646

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Boise, State of Idaho, more particularly described as follows:

See Schedule C attached hereto and made a part hereof.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of 28th day of December, 2023.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

Recording Requested By and
When Recorded Return to:

HOFF COMPANIES, INC.
1840 N. Lakes Place
Meridian, ID 83646
20074-ID

23490000

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
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THE ORIGINAL DOCUMENT.

SPECIAL WARRANTY DEED

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WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Boise, State of Idaho, more particularly described as follows:

See Schedule C attached hereto and made a part hereof.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

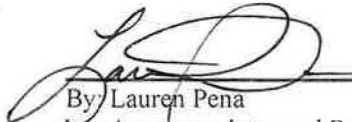
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of 28th day of December, 2023.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#883 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Sole Member


By: Lauren Pena
Its: Accommodator and Banking Coordinator

STATE OF IDAHO

)
) ss.
)

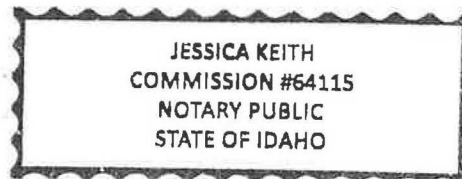
COUNTY OF ADA

On this February 12, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Lauren Pena, known to me to be the Accommodator and Banking Coordinator of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #883 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

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 Idaho
My Commission Expires: 8/18/2024

(NOTARIAL SEAL)



SCHEDULE C

Legal Description:

The Northeast quarter; The East half of the Northwest quarter; The Northeast quarter of the Southwest quarter; The South half of the Southwest quarter; The Southeast quarter, All in Section 13, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

North half of the South half; South half of the Southeast quarter; South half of the Southwest quarter, All in Section 14, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The Northeast quarter; The West half, All in Section 23, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The East half; The Northwest quarter of the Northwest quarter, All in Section 24, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

Government Lot 4; The Southwest quarter of the Northwest quarter; The West half of the Southwest quarter, All in Section 1, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Government Lot 1; The South half of the Northeast quarter; The North half of the Southwest quarter; The Southeast quarter of the Southwest quarter; The Northeast quarter of the Southeast quarter, All in Section 2, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The South half of the North half; The South half, All in Section 3, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The Northeast quarter of the Southwest quarter; The South half of the Southwest quarter; The Southeast quarter, All in Section 4, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The South half of the Southeast quarter of Section 5, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The East half; The Southeast quarter of the Southwest quarter, All in Section 7, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

All of Section 8, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

All of Section 9, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Except that portion of said Section 9 described as follows:

Beginning at a point thirty and one third rods West of the Southeast corner of the Southwest quarter of the Northeast quarter of Section 9 in Township 6 North of Range 3 East, Boise Meridian; thence due North 37 and one half rods; thence due West to West boundary of said Southwest quarter of the Northeast quarter; thence due South to Boise Meridian, corner of said Southwest quarter of the Northeast quarter; thence due East to the Place of Beginning.

The North half of the North half of Section 10, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The Northwest quarter of the Northwest quarter of Section 11, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

All of Sections 17, 18 and 19, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Except the East half of the Southwest quarter of said Section 18.

The Southeast quarter of the Northeast quarter; The West half of the Northwest quarter; The Southwest quarter; The Northeast quarter of the Southeast quarter; The South half of the Southeast quarter, All in Section 20, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The North half of the North half of Section 30, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

#883 P.E.A.T FBO Hoff Companies, Inc.
1840 North Lakes Place
Meridian, Idaho 83646

23490000

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For good and valuable consideration, GWC CAPITAL, LLC, a Utah limited liability company, having a mailing address of 730 N 1500 W, PO Box 1955, Orem, Utah 84057 ("**Grantor**"), hereby conveys, transfers, and warrants to the #883 PIONEER EXCHANGE ACCOMMODATION TITLE HOLDER, LLC, an Idaho limited liability company, with a mailing address of #883 P.E.A.T FBO Hoff Companies, Inc. 1840 North Lakes Place, Meridian, Idaho 83646 ("**Grantee**"), against all claiming by, through, or under Grantor, but not otherwise, those certain parcels of land located in Boise County, State of Idaho, together with any and all interests, rights and appurtenances thereto, as well as any and all improvements thereon (if any), all as more particularly described on Schedule A (the "**Subject Property**"), TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto Grantee, and its successors and assigns, forever.

The undersigned represents and warrants that it has the right, power, legal capacity and authority to enter into and perform this Special Warranty Deed. The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Special Warranty Deed before such Notary Public or acknowledged to such Notary Public that it executed this Special Warranty Deed, and that the undersigned executed this Special Warranty Deed for the purposes stated in it.

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GRANTOR:

GWC CAPITAL, LLC,
a Utah limited liability company

Brandon Henrie
Brandon Henrie, President

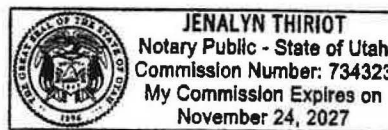
Dated this 19 day of December, 2023.

STATE OF UTAH)
) ss.
County of Utah)

On this 19 day of December 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared BRANDON HENRIE, known or identified to me to be the President of GWC CAPITAL, LLC, a Utah limited liability company, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

NOTARY PUBLIC for the State of Utah
Residing at Orem, Utah 84057
My commission expires: 11/24/2027
Jenelyn Thiriot



SCHEDULE A

DESCRIPTION OF THE SUBJECT PROPERTY

Those certain parcels of land located in Boise County, State of Idaho, consisting of approximately 7,003.76 acres, as more particularly described as follows:

Township 6 North Range 2 East

The Northeast quarter; The East half of the Northwest quarter; The Northeast quarter of the Southwest quarter; The South half of the Southwest quarter; The Southeast quarter, All in Section 13, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

North half of the South half; South half of the Southeast quarter; South half of the Southwest quarter, All in Section 14, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The Northeast quarter; The West half, All in Section 23, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The East half; The Northwest quarter of the Northwest quarter, All in Section 24, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

Township 6 North Range 3 East

Government Lot 4; The Southwest quarter of the Northwest quarter; The West half of the Southwest quarter, All in Section 1, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Government Lot 1; The South half of the Northeast quarter; The North half of the Southwest quarter; The Southeast quarter of the Southwest quarter; The Northeast quarter of the Southeast quarter, All in Section 2, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The South half of the North half; The South half, all in Section 3, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The Northeast quarter of the Southwest quarter; The South half of the Southwest quarter; The Southeast quarter, All in Section 4, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The South half of the Southeast quarter of Section 5, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The East half; The Southeast quarter of the Southwest quarter, All in Section 7, Township 6 North, range 3 East, Boise Meridian, in Boise County, Idaho.

All of Section 8, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

SCHEDULE A
(cont.)

All of Section 9, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.
Except that portion of said Section 9 described as follows:

Beginning at a point thirty and one third rods West of the Southeast corner of the Southwest quarter of the Northeast quarter of Section 9 in Township 6 North of Range 3 East, Boise Meridian; thence due North 37 and one half rods; thence due West to West boundary of said Southwest quarter of the Northeast quarter; thence due South to Boise Meridian, corner of said Southwest quarter of the Northeast quarter; thence due East to the Place of Beginning.

The North half of the North half of Section 10, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The Northwest quarter of the Northwest quarter of Section 11, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

All of Section 17, 18 and 19, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.
Except the East half of the Southwest quarter of said Section 18.

The Southeast quarter of the Northeast quarter; The West half of the Northwest quarter; The Southwest quarter; The Northeast quarter of the Southeast quarter; The South half of the Southeast quarter, All in Section 20, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The North half of the North half of Section 30, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Instrument # 272806

IDAHO CITY, BOISE COUNTY, IDAHO
03-01-2021 15:18:29 PM No. of Pages: 10
Recorded for: TITLEONE BOISE
MARY T. PRISCO Fee: \$15.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

Recording Requested by and
After Recording Return to:

The Clyde Companies
730 N 1500 West
Orem, UT 84057

2035 5210 - Boise

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, M3 Eagle L.L.C., a Texas limited liability company, formerly known as AR Boise, L.L.C., a Texas limited liability company ("**Grantor**"), hereby grants, bargains, sells, and conveys unto GWC Capital, LLC, a Utah limited liability company, whose current address is 730 N 1500 W, PO Box 1955, Orem, Utah 84057 ("**Grantee**"), that certain real property located in Boise County, Idaho, as more particularly described in Exhibit A attached hereto and made a part by reference ("**Property**"), together with all water and water rights, mineral rights, easements and hereditaments appurtenant thereto.

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

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; (b) the encumbrances, easements, restrictions and matters set forth on Exhibit B attached hereto and incorporated herein; (c) leases affecting the Property and other parties in possession; and (d) any matter or circumstance that would be visible or apparent by an accurate survey or physical inspection of the Property (collectively the "**Permitted Exceptions**").

Grantor warrants that it is the owner in fee simple of the Property, that the Grantor has not conveyed the same estate, nor any right, title or interest therein to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantor will warrant and defend the same against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

Except for the warranties specifically set forth herein, the Property is conveyed "AS IS AND WITH ALL FAULTS".

[Signature/notary on following page]

SPECIAL WARRANTY DEED (HARRIS CREEK) - 1

15528101 [13110-8]

109940255.1 0054752-00004

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 24th day of ~~February~~ February, 2021.

②

GRANTOR:

M3 Eagle L.L.C.,
a Texas limited liability company

By: Hearthstone, Inc.,
a California corporation,
Its: Manager

By: [Signature]
Steven C. Porath
Sr. Vice President – General Counsel

STATE OF CALIFORNIA)

County of Los Angeles)

On Feb 24, 2021, before me, Karen S. Hornback, Notary Public, personally appeared Steven C. Porath, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public
My commission expires: July 31, 2022

Exhibit A

Legal Description of Property

The Northeast quarter; The East half of the Northwest quarter; The Northeast quarter of the Southwest quarter; The South half of the Southwest quarter; The Southeast quarter, All in Section 13, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

North half of the South half; South half of the Southeast quarter; South half of the Southwest quarter, All in Section 14, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The South half of Section 15, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The East half; The South half of the Northwest quarter; The Southwest quarter, All lying Southeasterly of the Southeasterly line of New Highway 55 in Section 21, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

All of Section 22, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The Northeast quarter; The West half, All in Section 23, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The East half; The Northwest quarter of the Northwest quarter, All in Section 24, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

All of Section 27, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The East half; The East half of the Northwest quarter, All in Section 34, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

The Northeast quarter of the Southwest quarter; The South half of the Southwest quarter, All in Section 35, Township 6 North, Range 2 East, Boise Meridian, in Boise County, Idaho.

Government Lot 4; The Southwest quarter of the Northwest quarter; The West half of the Southwest quarter, All in Section 1, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Government Lot 1; The South half of the Northeast quarter; The North half of the Southwest quarter; The Southeast quarter of the Southwest quarter; The Northeast quarter of the Southeast quarter, All in Section 2, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The South half of the North half; The South half, All in Section 3, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The Northeast quarter of the Southwest quarter; The South half of the Southwest quarter; The Southeast quarter, All in Section 4, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The South half of the Southeast quarter of Section 5, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

SPECIAL WARRANTY DEED (HARRIS CREEK) – Exhibit A

15528101 [13110-8]

109940255.1 0054752-00004

272806

The East half, The Southeast quarter of the Southwest quarter, All in Section 7, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

All of Section 8, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

All of Section 9, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Except that portion of said Section 9 described as follows:

Beginning at a point thirty and one third rods West of the Southeast corner of the Southwest quarter of the Northeast quarter of Section 9 in Township 6 North of Range 3 East, Boise Meridian; thence due North 37 and one half rods; thence due West to West boundary of said Southwest quarter of the Northeast quarter; thence due South to Boise Meridian, corner of said Southwest quarter of the Northeast quarter; thence due East to the Place of Beginning.

The North half of the North half of Section 10, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The Northwest quarter of the Northwest quarter of Section 11, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

All of Sections 17, 18 and 19, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

Except the East half of the Southwest quarter of said Section 18.

The Southeast quarter of the Northeast quarter; The West half of the Northwest quarter; The Southwest quarter; The Northeast quarter of the Southeast quarter; The South half of the Southeast quarter, All in Section 20, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

The North half of the North half of Section 30, Township 6 North, Range 3 East, Boise Meridian, in Boise County, Idaho.

SPECIAL WARRANTY DEED (HARRIS CREEK) – Exhibit A

15528101 [13110-8]

109940255.1 0054752-00004

272806

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

3/12/2024
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 65-13548

Owner Type	Name and Address
Current Owner	M3 EAGLE LLC 533 E RIVERSIDE DR STE 110 EAGLE, ID 83616 2089396263
Original Owner	BENJAMIN F DOBSON
Original Owner	MARY JANE DOBSON PO BOX 125 HORSESHOE BEND, ID 83629 2087932239

Priority Date: 08/04/1994
Basis: License
Status: Active

Source	Tributary
SPRING	SINKS

Beneficial Use	From	To	Diversion Rate	Volume
STOCKWATER	1/01	12/31	0.01 CFS	0.7 AFA
Total Diversion			0.01 CFS	0.7 AFA

Location of Point(s) of Diversion:

SPRING|SWSWNE|Sec. 24|Township 06N|Range 02E|BOISE County
Licensed Diversion Capacity: 0.01
Place(s) of use:
Place of Use Legal Description: STOCKWATER BOISE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06N	02E	24		SWNE										

Dates:
Licensed Date: 05/30/1997
Decreed Date:
Permit Proof Due Date: 11/1/1995
Permit Proof Made Date: 9/28/1995
Permit Approved Date: 10/28/1994
Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 08/04/1994

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector: AND

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 14, 2024

HOFF COMPANIES INC
1840 N LAKES PL
MERIDIAN ID 83646-1921

Re: Change in Ownership for Water Right No(s): **65-13548**

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES

6/13/2024

Proof Report

Water Right 65-13548

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	HOFF COMPANIES INC 1840 N LAKES PL MERIDIAN, ID 83646-1921 (208) 559-4360
Original Owner	MARY JANE DOBSON PO BOX 125 HORSESHOE BEND, ID 83629 (208) 793-2239
Original Owner	BENJAMIN F DOBSON PO BOX 125 HORSESHOE BEND, ID 83629 (208) 793-2239
Previous Owner	M3 EAGLE LLC 533 E RIVERSIDE DR STE 110 EAGLE, ID 83616 (208) 939-6263

Priority Date: 8/4/1994**Basis:** License**Status:** Active**Source**
SPRING**Tributary**
SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.010 CFS	0.7 AF
	<u>Total Diversion</u>		0.010 CFS	0.7 AF

Source and Point(s) of Diversion:

SPRING

SWSWNE

Sec. 24, Twp 06N, Rge 02E, BOISE County

Place Of Use:

STOCKWATER within BOISE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	02E	24			X														

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/13/2024

Dates and Other Information:

Licensed Date: 5/30/1997

Owner Name Connector: AND

Water District Number: 65

Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A