STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUL 29 2022
WATER RESOURCES
WESTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the *Application for Transfer Instructions* for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

☐ Change diversion point(s) ☑ Add diversion point(s) ☐ Ownership change ☐ Ownership split

☐ Transfer is for changes pursuant to Idaho Code § 42-221.O.8. Attach an explanation and any supporting documentation.

1. **APPLICANT(S)** Star Sewer and Water District Phone 208-286-7388

2. **MAILING ADDRESS** PO Box 400 City Star

State Idaho Zip 83669 Email TEstrada@StarSWD.com

☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.

☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.

☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the fee schedule.

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

☐ 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.

☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. **LIST WATER RIGHT NUMBER(S)** 63-12100, 63-12370, 63-31969, & 63-31511 (The District also owns a RAFN Permit, 63-32644, which will also have this POD added to it. A separate Permit Application is being filed for this.

☑ Attach a copy of the water right(s) as recorded, available at *idwr.idaho.gov, Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 5 (diversion rate) cubic feet per second and/or _____ (storage volume) acre-feet per annum.

5. **POINT OF DIVERSION** – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at idwr.idaho.gov, *Water Rights, Water Right Transfers, Modeling Resources*.

New?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			SE	NE	10	4N	2W	Canyon	Groundwater	Well 8
N			SW	SW	32	5N	1W	Ada	Groundwater	Well 7
N			SW	SW	32	5N	1W	Ada	Groundwater	Well 6
N			SW	NW	8	4N	1W	Ada	Groundwater	Well 1
N			SE	SW	5	4N	1W	Ada	Groundwater	Well 3
N	2		NW	NE	4	4N	1W	Ada	Groundwater	Well 4 (Trellis)
N			SW	SE	33	5N	1W	Ada	Groundwater	Well 5 (Trellis)
Y			SW		20	4N	1W	Ada	Groundwater	Well 9

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FEB 23 2023

Transfer No. 86546

6. **GENERAL INFORMATION**

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

The new Well 9 will be equipped with a submersible or line shaft pump. The well head will be located inside a lockable building and discharge into a piping assembly that will have a flow meter, check and isolation valves.

b. Who owns the property at the point(s) of diversion? Antonov Star Holding LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

Permanent easement between both entities.

c. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes	No	
☐	☑	undergone a period of five or more consecutive years of non-use,
☐	☑	currently used in a mitigation plan limiting the use of water under the right(s), or
☐	☑	currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☑ No

☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** – ☑ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and ¼ ¼ of section information. You may create a map at idwr.idaho.gov, *Water Rights, Water Right Transfers, File a Transfer Application, Step 2C.*

8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Signature of applicant or authorized agent	Print name and title if applicable	Date
Justin Walker	Justin Walker, ~~Robot~~	6/29/2022
Signature of applicant or authorized agent	Print name and title if applicable	Date
Greg Timinsky	Greg Timinsky	7/6/2022

9. **FEE** – ☑ The application filing fee provided in Idaho Code § 42-221.O, must be submitted with the application for transfer. Applications for changes pursuant to Idaho Code § 42-221.O.8. require a filing fee of $50 per water right. All other application fees are based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The *Fee Schedule* is available at *www.idwr.idaho.gov, Water Right Transfers, Step 4* and in the *Application for Transfer Instructions*.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments. Received by LE Date 07/29/2022

Fee paid $620.00 Date 07/29/2022 Receipted by LE Receipt # W050645

Preliminary review by LW Date 8.2.22 Active in the Water Supply Bank? Yes ☐ No ☑

W-9 received? Yes ☐ No ☐ Name on W-9 _____ W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 – confidential information is held by fiscal only)

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J:\21709-000 SSWD Water System Upgrades\c_DESN\PERMITS\IDWR\GIS\Figure_1.mxd

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Figure: 1

Title: IDWR Water Right Application for Well 8

Prepared for: STAR SEWER & WATER DISTRICT

Updated 2/7/2018

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 63-12100

Priority: March 5, 1994 **Maximum Diversion Rate:** 1.50 CFS

This is to certify, that STAR SEWER & WATER DISTRICT
PO BOX 277
STAR ID 83669-0277 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated February 1, 1994; and has submitted Proof of Beneficial Use on July 3, 1996. An examination indicates that the works have a diversion capacity of 2.560 cfs of water from a **GROUNDWATER** source, and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
MUNICIPAL	01/01 to 12/31	1.50 CFS	

LOCATION OF POINT(S) OF DIVERSION: SWNW , Sec. 8, Township 04N, Range 01W
ADA County

PLACE OF USE: See Remarks

CONDITIONS OF APPROVAL AND REMARKS

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this License shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. The daily diversion volume for non-domestic uses under this municipal right shall not exceed 2,500 gallons per use and the daily diversion volume for domestic uses under this right shall not exceed 13,000 gallons per dwelling in accordance with Section 42-111, Idaho Code.
5. Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
6. Place of use is lands within the boundaries of the Star Sewer and Water District.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 23RD day of APRIL, 1998.

Acting for KARL J. DREHER, Director

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FEB 23 2023

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 63-12370

Priority: October 23, 1996 Maximum Diversion Rate: 0.60 CFS

This is to certify, that STAR SEWER & WATER DISTRICT
PO BOX 277
STAR ID 83669-0277 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated October 23, 1996; and has submitted Proof of Beneficial Use on December 22, 1997. An examination indicates that the works have a diversion capacity of 3.460 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
MUNICIPAL	01/01 to 12/31	0.60 CFS	

LOCATION OF POINT(S) OF DIVERSION: SWNW , Sec. 8, Township 04N, Range 01W
SESW , Sec. 8, Township 04N, Range 01W
ADA County

PLACE OF USE: See Remarks

CONDITIONS OF APPROVAL AND REMARKS

1. The daily diversion volume for non-domestic uses under this municipal right shall not exceed 2,500 gallons per use and the daily diversion volume for domestic uses under this right shall not exceed 13,000 gallons per dwelling in accordance with Section 42-111, Idaho Code.
2. Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
3. Place of use is within the service area of Star Sewer and Water District.
4. Right 63-12100 is also diverted through the point of diversion located in the SWNW, S8, T4N, R1W.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Signed and sealed this 10th day of MARCH, 1999.

Acting for KARL J. DREHER, Director

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FEB 23 2023

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

9/13/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 63-31511

Owner Type	Name and Address
Current Owner	STAR SEWER & WATER DISTRICT PO BOX 400 STAR, ID 83669-0400 2082867388
Original Owner	M & J ENTERPRISES INC 3701 HWY 16 EAGLE, ID 83616 2082860566

Priority Date: 07/21/2002

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	01/01	12/31	0.33 CFS	23.2 AFA
FIRE PROTECTION	01/01	12/31	3.9 CFS	
Total Diversion			3.9 CFS	23.2 AFA

Location of Point(s) of Diversion:

GROUND WATER	NWNE Lt 2	Sec. 04	Township 04N	Range 01W	ADA County
GROUND WATER	SESW	Sec. 05	Township 04N	Range 01W	ADA County
GROUND WATER	SWNW	Sec. 08	Township 04N	Range 01W	ADA County
GROUND WATER	SWSW	Sec. 32	Township 05N	Range 01W	ADA County
GROUND WATER	SWSW	Sec. 32	Township 05N	Range 01W	ADA County
GROUND WATER	SWSE	Sec. 33	Township 05N	Range 01W	ADA County

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DOMESTIC Use:

Number of homes: 48

Number of other uses: 1 GOLF PRO SHOP

Place(s) of use:

Place of Use Legal Description: DOMESTIC ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04N	01W	4	2	NWNE										
			3	NENW										
05N		33		NESW			SESW							
				SWSE										

Place of Use Legal Description: FIRE PROTECTION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04N	01W	4	2	NWNE										
			3	NENW										
05N		33		NESW			SESW							
				SWSE										

Conditions of Approval:

1.	WB5	Domestic use is for 48 homes and 1 golf pro-shop, and does not include lawn, garden, landscape, or other types of irrigation.
2.	071	The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.
3.	X60	Place of use is located within Lots 4-11, 13-17, 20-25, 27-35, Blk. 1; Lots 4-8, 10-13, 15-18, 20-25, 27, Blk. 5, The Trellis Subdivision.
4.	X59	Point of diversion known as well no. 1 is located within Lot 1, Blk. 3, Waterview Estates Subdivision; well no. 3 is located within Lot 6, Blk. 3, Lobo Creek Subdivision; well no. 4 is located within Lot 16, Blk. 1, Trellis Subdivision; and well no. 5 is located within Lot 2, Blk. 5, Trellis Subdivision. Well no. 6 and 7 are located outside a subdivision and Well no. 2 has been abandoned.
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 determine the amount of water diverted from power records and shall annually report the information to the Department.
6.	077	Water shall not be diverted for fire protection use under this right except to fight or repel an existing fire.
7.	226	To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in license dated March 2, 2013.

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8.	103	When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.
9.	046	Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
10.	004	This right does not grant any right-of-way or easement across the land of another.
11.		Transfer 82549 authorizes one new well locally known as Well 6 located in T05N R 01W S32 SWSW.
12.		Transfer 83112 authorizes one new well locally known as Well 7 located in T05N R 01W S32 SWSW.
13.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
14.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Dates:

Licensed Date: 03/20/2013

Decreed Date:

Permit Proof Due Date: 8/1/2004

Permit Proof Made Date: 9/1/2004

Permit Approved Date: 8/15/2002

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: 06/20/2002

Protest Deadline Date: 07/22/2002

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

SCANNED

FEB 23 2023

Civil Case Number:

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

SCANNED

FEB 23 2023

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

9/13/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 63-31969

Owner Type	Name and Address
Current Owner	STAR SEWER & WATER DISTRICT PO BOX 400 STAR, ID 83669-0400 2082867388

Priority Date: 07/01/2004

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
MUNICIPAL	01/01	12/31	4.79 CFS	
FIRE PROTECTION	01/01	12/31	5 CFS	
Total Diversion			5 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNE Lt 2	Sec. 04	Township 04N	Range 01W	ADA County
GROUND WATER	SESW	Sec. 05	Township 04N	Range 01W	ADA County
GROUND WATER	SWNW	Sec. 08	Township 04N	Range 01W	ADA County
GROUND WATER	SWSW	Sec. 32	Township 05N	Range 01W	ADA County
GROUND WATER	SWSW	Sec. 32	Township 05N	Range 01W	ADA County
GROUND WATER	SWSE	Sec. 33	Township 05N	Range 01W	ADA County

Place(s) of use: Large POU Info

Conditions of Approval:

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FEB 23 2023

1.	126	Place of use is within the service area of Star Sewer and Water District as provided for under Idaho law. The place of use is generally located within Sections 4-9 and 15-18, Township 4 North, Range 1 West; Sections 1, 2, 12, and 13, Township 4 North, Range 2 West; and Sections 31, 32 and 33, Township 5 North, Range 1 West.
2.	180	A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
3.	X59	Point of diversion known as well no. 1 is located within Lot 1, Blk. 3, Waterview Estates Subdivision; well no. 3 is located within Lot 6, Blk. 3, Lobo Creek Subdivision; well no. 4 is located within Lot 16, Blk. 1, Trellis Subdivision; and well no. 5 is located within Lot 2, Blk. 5, Trellis Subdivision. Well no. 6 and 7 are located outside a subdivision and Well no. 2 has been abandoned.
4.	X35	Rights 63-12100, 63-12370, and 63-31969 when combined shall not exceed a total diversion rate of 4.79 cfs for muncipal purposes.
5.	X35	Rights 63-12100, 63-12370 and 63-31969 when combined shall not exceed a total diversion rate of 5.00 cfs.
6.	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.
7.	077	Water shall not be diverted for fire protection use under this right except to fight or repel an existing fire.
8.	226	To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in license dated February 3, 2011.
9.	102	The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use or where the use of surface water was replaced by the use of water diverted in connection with this right before the approval of Transfer 83112. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
10.	103	When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.
11.	046	Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
12.	004	This right does not grant any right-of-way or easement across the land of another.
13.		Transfer 82549 authorizes one new well locally known as Well 6 located in T05N R 01W S32 SWSW.
14.		Transfer 83112 authorizes one new well locally known as Well 7 located in T05N R 01W S32 SWSW.

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15.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
16.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Dates:

Licensed Date: 01/06/2011

Decreed Date:

Permit Proof Due Date: 10/1/2009

Permit Proof Made Date: 10/23/2009

Permit Approved Date: 11/12/2004

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: 05/17/2006

Protest Deadline Date: 09/25/2006

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 5

Civil Case Number:

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

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FEB 23 2023

State of Idaho
Department of Water Resources

Permit to Appropriate Water

NO. 63-32644

Priority: May 24, 2011 Maximum Diversion Rate: 7.31 CFS

This is to certify, that STAR SEWER & WATER DISTRICT
PO BOX 400
STAR ID 83669

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION
MUNICIPAL	01/01 to 12/31	7.31 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NW1/4NW1/4	Sec. 16, Twp 04N, Rge 01W, B.M., ADA County
GROUND WATER	SE1/4SW1/4	Sec. 8, Twp 04N, Rge 01W, B.M., ADA County
GROUND WATER	SE1/4SW1/4	Sec. 5, Twp 04N, Rge 01W, B.M., ADA County
GROUND WATER	SW1/4NW1/4	Sec. 8, Twp 04N, Rge 01W, B.M., ADA County
GROUND WATER	SW1/4NW1/4	Sec. 11, Twp 04N, Rge 02W, B.M., CANYON County

PLACE OF USE: MUNICIPAL (See attached map.)

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **August 01, 2016.**
2. Subject to all prior water rights.
3. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
4. Place of use is within the service area of 63-31969. (The place of use is generally located within Sections 5-9 and 15-18, Township 04N, Range 01W; Sections 1, 2, 12 and 13, Township 04N, Range 02W; and Sections 31 and 32, Township 05N, Range 01W.
5. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
6. The full system capacity necessary to provide water for the reasonably anticipated future needs authorized under this right must be constructed by the end of the designated planning horizon.

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FEB 23 2023

State of Idaho
Department of Water Resources

Permit to Appropriate Water

NO. 63-32644

CONDITIONS OF APPROVAL

7. This right authorizes the diversion and use of 7.31 cfs for reasonable anticipated future needs for municipal purposes within the Star Sewer and Water District service area for a 25-year planning horizon ending December 31, 2035, pursuant to Section 42-202(B), Idaho Code.
8. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
9. 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.
10. This right does not grant any right-of-way or easement across the land of another.
11. The right holder shall not assign or sell the permit without first securing the written approval of the Department of Water Resources.
12. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 28th day of July, 2011.

JOHN WESTRA, Western Regional Manager

SCANNED
FEB 23 2023

Star Sewer And Water District

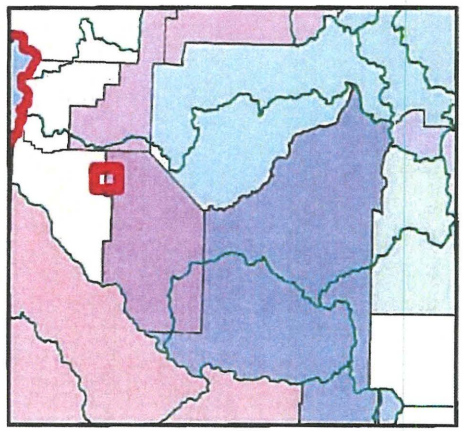
Permit Number: 63-32644

SCANNED FEB 23 2023

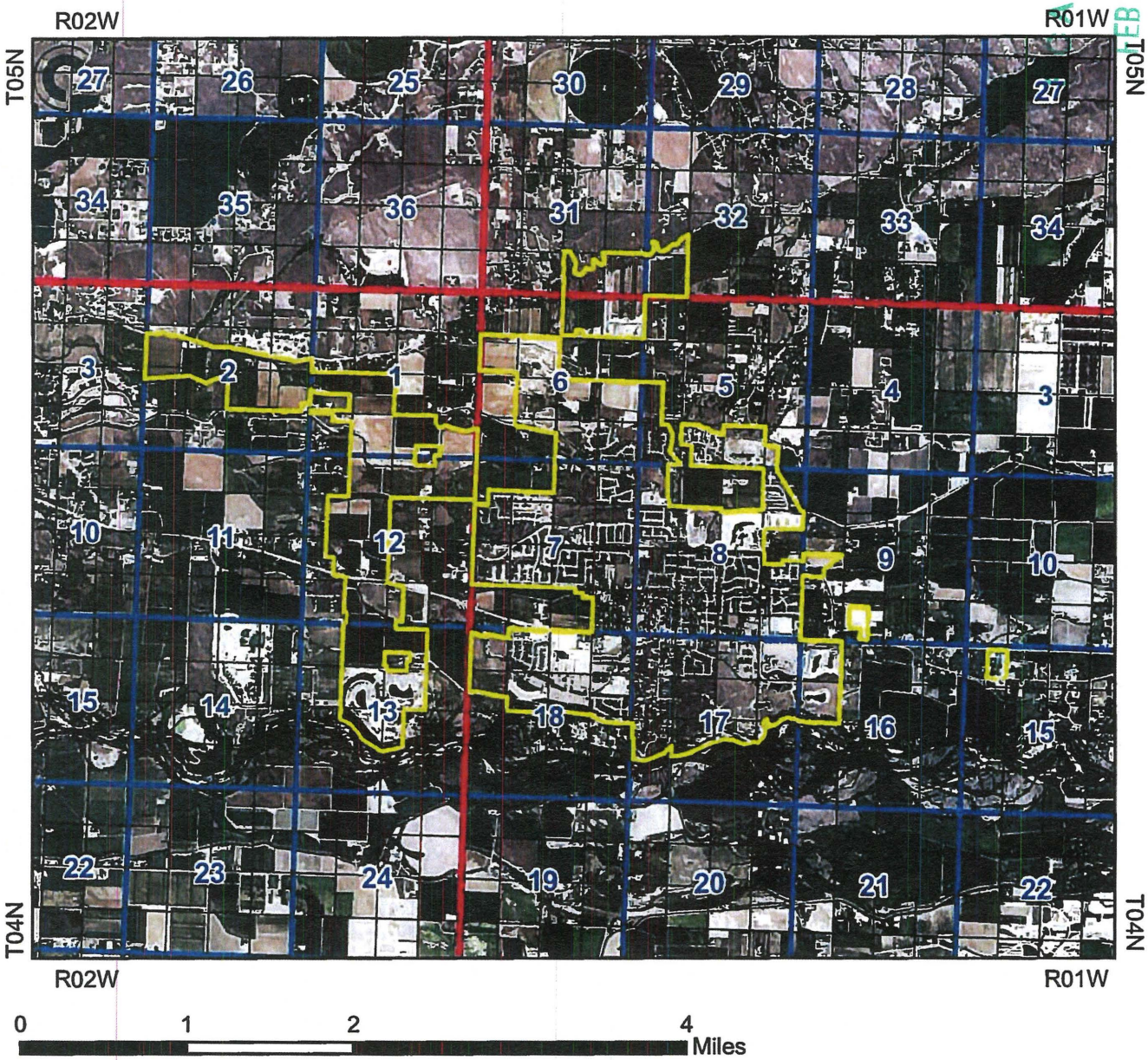
Municipal Service Area Boundary
GIS Place of Use Illustration

Legend

- Service Area
- Townships
- PLS Sections
- Quarter Quarters



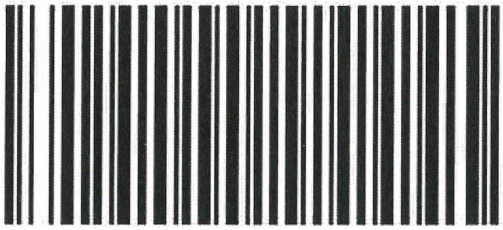
Canyon, Ada Counties
IDWR Basin 63



Prepared by Curtis, Sharla
On July 28, 2011
2009 Aerial Photography

Printed By: testrada
Department: Star Water and Sewer
Cabinet: Easments

property name: Antonov Star Holding Easement Water Campus		



13269633

SCANNED
FEB 23 2023

ADA COUNTY RECORDER Phil McG
BOISE IDAHO Pgs=21 NIKOLA OLSON
STAR SEWER & WATER

2021-119143
08/11/2021 09:41 AM
NO FEE

0103664120210119143021021 3

AGREEMENT FOR PERMANENT EASEMENT

This Agreement for Permanent Easement ("Agreement") is made between Antonov Star Holding LLC, a California limited liability company, hereinafter referred to as "GRANTOR," and the Star Sewer and Water District, a sewer and water district in the County of Ada, State of Idaho, P.O. Box 400, Star, Idaho, hereafter referred to as the "DISTRICT," state:

WHEREAS: The GRANTOR is the record owner of the following described real estate in Ada County, State of Idaho (the "Property")

See Exhibit "A"

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and for good and valuable consideration by the DISTRICT to the GRANTOR, the receipt of all of which hereby is acknowledged by the GRANTOR, they agree as follows:

The GRANTOR does hereby grant, assign and convey to the DISTRICT:

A permanent easement as described in Exhibit "B" (the "Easement Area")

1. The GRANTOR by these presents does grant, bargain and convey unto the DISTRICT and its successors and assigns, a permanent non-exclusive easement over and across the Easement Area to construct or reconstruct, maintain, inspect, operate, protect, repair, replace, alter or move well(s), booster station facilities, water tank, pipelines and appurtenant structures, hereafter referred to as "water campus" on said permanent easement.

2. The GRANTOR herein agrees not to build, create or construct, or permit to be built, created or constructed, any obstruction, building or other structures over or within the Easement Area that would materially interfere with said water campus facilities, or DISTRICT's rights hereunder in accordance with the Idaho Department of Environmental Quality requirements.

3. The GRANTOR herein agrees to place the following deed restrictions on each lot sale located within 300 feet of the water campus facilities:

   a. A disclosure statement stating that this lot is located within 300 feet of a potential municipal well(s), booster station, and/or water tank site to be maintained and operated by the DISTRICT.
   b. A notice that each lot owner, through purchase of said lot, consents that the DISTRICT's water campus can be operated, improved, maintained and reasonably

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expanded within the Easement Area as needed to meet present and future population needs as long as all operations, improvements, maintenance, and expansions meet State of Idaho Department of Environmental Quality regulations.

4. The GRANTOR agrees to provide, complete, and/or pay for the following components of the water campus in accordance with the Property Owner's Conditions of Annexation:

   a. Provide the DISTRICT control over the activities and improvements that occur within a 50-foot radius around the well head(s) as required by the Department of Environmental Quality.
   b. Honor the terms of this easement agreement and provide the easement for the well site with no compensation.
   c. Pay for or reimburse the DISTRICT to extend 3-phase power, fiber-optic, and other utilities to the water campus sufficient to operate the facilities.
   d. Install, construct, and maintain landscaping and groundcover improvements in the easement area except where there are structures and impervious surfaces (not including public right of way).
   e. All costs associated with the design and construction of a municipal well (including test well) and pumping facilities in accordance with District requirements. The well building shell, standby power, and underground piping will be sized and configured to accommodate a future booster station.
   f. Provide access of sufficient width for truck access, water, power, and communication pipelines/conduits from the water campus to an Ada County Highway District approved access point on Star Road.
   g. Rough grading and structural fill costs to achieve the desired grade at the building site, driveway area, and truck access area. Any fill material placed where the building, driveway, and truck access area must be compacted to 95% of maximum dry density per ASTM D698. Finish grades from proposed subdivision local street(s) to the building must accommodate reasonable truck access. Grantor will stockpile any pit run and crushed aggregate previously placed by the DISTRICT during subdivision earthwork.
   h. Accommodate stormwater runoff from water campus site.

5. The DISTRICT agrees to provide or complete the following components for the water campus:

   a. Design and construction engineering services for the water campus facilities with reimbursement from GRANTOR.
   b. DISTRICT agrees to make a good faith effort to incorporate building design and exterior finishes that are consistent with the GRANTOR's development plans with the understanding that that exterior walls of the building shall be concrete masonry unit (CMU) blocks.

6. The DISTRICT (through its proper officers, agents or employees) shall have all rights of ingress and egress to and from the Easement Area (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches

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and other obstructions) necessary for the DISTRICT's use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

a. The DISTRICT agrees to restore, to their pre-entry condition, areas within the easement or the Property that are damaged during maintenance/repair of facilities.
b. The DISTRICT agrees to replace and/or repair any fences removed or damaged during facility maintenance/repair.

7. The DISTRICT hereby agrees to hold and save the GRANTOR harmless from any and all claims of third parties arising from DISTRICT's use of the rights herein granted. The DISTRICT covenants that it will require each contractor that will engage in any construction activities in the easement to first name GRANTOR as an additional insured on the contractor's liability insurance policies prior to using the easement, and provide certificates of insurance thereof (with endorsements, if required).

8. The easement described above shall continue for a period of perpetuity.

9. With respect to connection and usage of improvements:

a. The GRANTOR agrees that where GRANTOR connects to said DISTRICT's facilities, that said connections will be made in accordance with DISTRICT standards and shall be inspected and approved by the DISTRICT's Engineer prior to completing the construction.
b. The GRANTOR agrees to hold and save the DISTRICT harmless from any and all damages, claims or losses arising out of the GRANTOR's connection to and use of the DISTRICT's improvements constructed in said permanent easements.
c. The DISTRICT agrees that GRANTOR will be eligible for water credits in accordance with the DISTRICT's Water Credit Policy. The DISTRICT also agrees that the GRANTOR will be eligible for Water Connection Fee credits (minus the water meter fee) in accordance with the DISTRICT's Water Credit Policy for Equivalent Dwelling Unit (EDU) connections within the Inspirado, Starpointe, and Oaklawn Subdivisions.

10. The DISTRICT shall restore the surface to the same condition as it was prior to completion of laying, constructing, repairing, replacing, substituting, and/or removing pipelines in said permanent easement. The DISTRICT will not be responsible for repairing, replacing, or restoring any permanent structures, trees or bushes placed within the area described in this easement.

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In witness whereof the parties have set their hands and seals this 27th day of July, 2021.

Grantors

DISTRICT signed on next page

State of Idaho)
) SS
County of Ada)

On this 27th day of July, 2021, before me, the undersigned, a notary public in and for said State, personally appeared Andrey Antonov, known or identified to me to be the authorized signatory of the Antonovstadtholdings that executed the within and foregoing instrument on behalf of said Antonovstadtholdings LLC and acknowledged to me that such Antonov stadtholdings LLC executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal.

LESLIE C RILEY
COMM NO. 20213005
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 06/21/2027

Leslie C Riley

Notary Public for Idaho
My Commission Expires: 6/21/2027

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In witness whereof the parties have set their hands and seals this 27th day of July, 2021.

Grantors

signed on next page

DISTRICT

State of Idaho)
) SS
County of Ada)

On this 27th day of July, 2021, before me, the undersigned, a notary public in and for said State, personally appeared Greg Timinsky, known or identified to me to be the authorized signatory of the Star Sewer & Water District that executed the within and foregoing instrument on behalf of said Star Sewer & Water District and acknowledged to me that such Star Sewer & Water executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal.

Terra A. Estrada
Notary Public for Idaho
My Commission Expires: 02-24-2026

TERRA A. ESTRADA
COMM. No. 20200659
NOTARY PUBLIC
Expires: 02/24/2026
STATE OF IDAHO

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FEB 23 2023

EXHIBIT A
Legal Description of the Property

SCANNED
FEB 23 2023

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 KRISTINA LOWRY
TITLEONE BOISE

2020-162930
11/25/2020 03:06 PM
$15.00

TitleOne
a title & escrow co.

Order Number: 20361284

Warranty Deed

For Value Received,

Marilyn I. Brandt, a single woman and Donald K. Brandt, a single man, the Grantor, does hereby grant, bargain sell and convey unto, **Antonov Star Holding LLC, a California limited liability company**, whose current address is **75 E. Santa Clara Street Floor 6, San Jose, CA 95113,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

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FEB 23 2023

Dated: 11-25-20

Marilyn I. Brandt by Donald K. Brandt DA her attorney in fact

Donald K. Brandt

State of Idaho, County of Canyon, ss.

On this 25th day of November in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald K. Brandt, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Canyon
My Commission Expires: 03/30/2026
(seal)

KEN HUNTER
COMMISSION #20201052
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 03/30/2026

State of Idaho)
)ss
County of Canyon)

On this 25th day of November in the year of 2020, before me, the undersigned notary public, who being by me duly sworn (affirmed), did say that he is the attorney-in-fact of Marilyn I. Brandt and that said instrument was signed on behalf of said Marilyn I. Brandt, by authority, and said Don Brandt acknowledged to me that he as such attorney-in-fact, executed the same.

Resided at: Canyon
Expires: 03/30/2026

KEN HUNTER
COMMISSION #20201052
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 03/30/2026

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Description for

Brandt 16 Acre Parcel

November 23, 2020

A portion of the Northeast 1/4 of the Southwest 1/4 and a portion of the West 1/2 of the Southeast 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., from which a 5/8" iron pin marking the 1/4 corner common to Sections 19 and 20, Township 4 North, Range 1 West, B.M., bears North 00°46'11" East, 2,633.05 feet; thence North 00°46'11" East, 1316.53 feet to the South 1/16 corner of Section 20; thence South 89°10'04" East, 1,327.87 feet to the Southwest 1/16 corner of Section 20 and the **REAL POINT OF BEGINNING**;

thence on the West boundary line of the Northeast 1/4 of the Southwest 1/4 of Section 20, North 00°41'14" East, 396.47 feet to the South right-of-way line of the Phyllis Canal;

thence on said South right-of-way line, North 85°06'27" East, 1,416.98 feet;

thence South 00°36'18" West, 785.65 feet;

thence North 89°17'50" West, 63.34 feet;

thence South 00°36'18" West, 1,036.75 feet to the North right-of-way line of W. Chinden Boulevard;

thence on said North right-of-way line, North 89°15'11" West, 19.83 feet to the West boundary line of the Southwest 1/4 of the Southeast 1/4 of Section 20;

thence North 00°36'18" East, 1,284.76 feet to the C-S 1/16 corner of Section 20;

thence North 89°10'04" West, 1,327.87 feet to the **REAL POINT OF BEGINNING**.

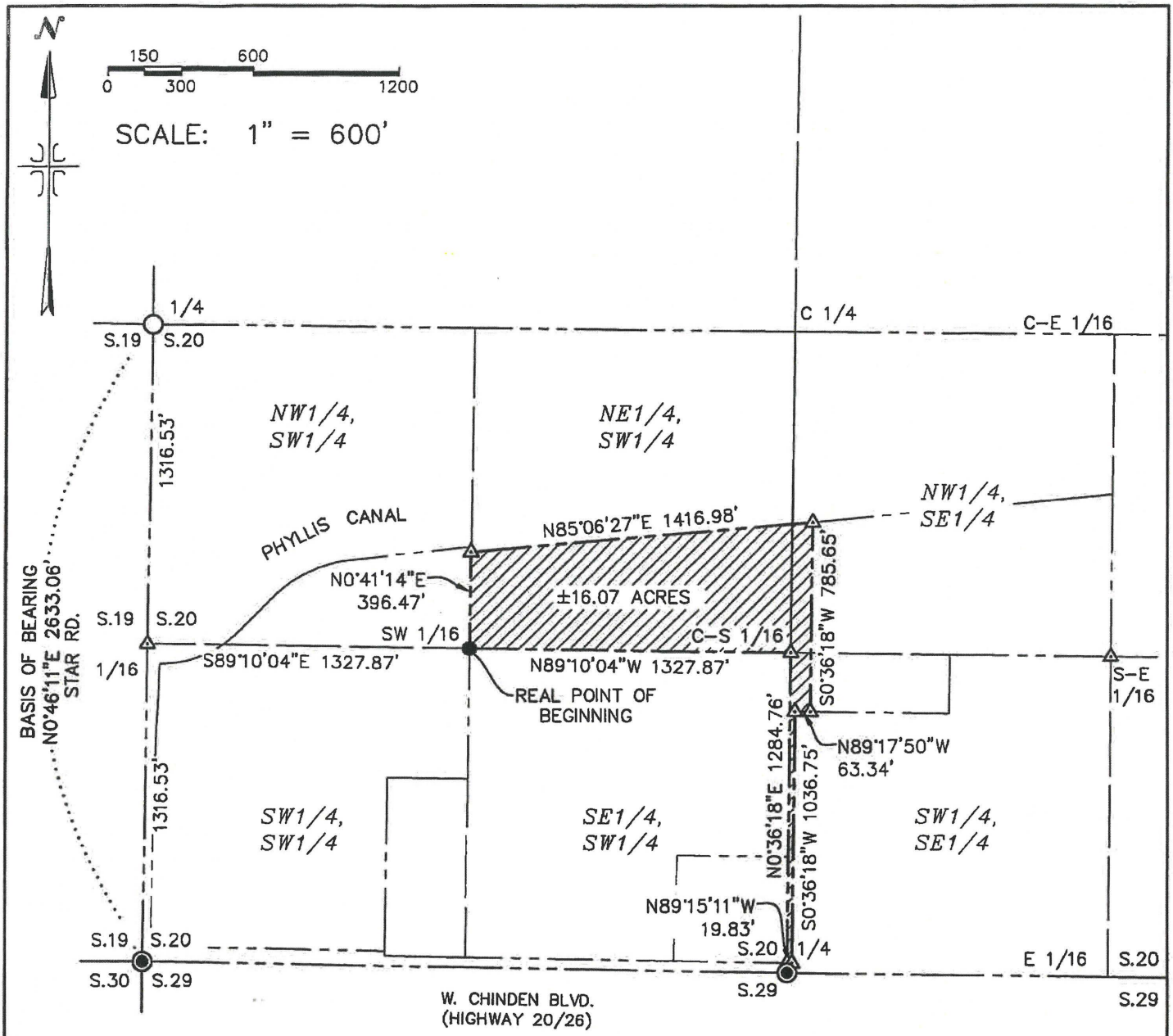
Containing 700,179 square feet or 16.07 acres, more or less.

End of Description.



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FEB 23 2023



PROFESSIONAL LAND SURVEYOR
LICENSED
11779
11/23/2020
STATE OF IDAHO
CODY M. McCAMMON

P:\Chinden Stor Property ALTA 20-080\dwg\20080 Brandt Exhibit.dwg, 11/23/2020 4:38:38 PM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
BRANDT 16 ACRE PARCEL

A PORTION OF THE NE 1/4 OF THE SW 1/4 AND A PORTION OF THE W 1/2 OF THE SE 1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 20-080
SHEET NO. 1
DWG. DATE 11/23/2020

SCANNED
FEB 23 2023

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 ANGIE STEELE
TITLEONE BOISE

2020-136645
10/13/2020 12:15 PM
$15.00

TitleOne
a title & escrow co.

Order Number: 19351700

Warranty Deed

For Value Received,

Chinden Star, LLC, a Nevada limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **Antonov Star Holding LLC, a California limited liability company**, whose current address is **75 E. Santa Clara Street, Floor 6, San Jose, CA 95113,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

Parcel A:

The East half of the Southeast quarter of the Southwest quarter and the West half of the Southeast quarter of the Southwest quarter and the East half of the East half of the Southwest quarter of the Southwest quarter all in Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Except right of way deed to State of Idaho in Instrument No. 181912, of Official Records.

And also except the following three parcels:

Parcel I:

A tract of land situated in the Southeast quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the South quarter corner of said Section 20, being the Real Point of Beginning; thence
North 00°17'48" East a distance of 225.62 feet; thence
North 89°51'12" West a distance of 462.72 feet; thence
South 01°04'53" West a distance of 225.62 feet to a point on the South line of said Section 20; thence
South 89°51'00" East along said South line a distance of 465.81 feet to the Real Point of Beginning.

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Parcel II:

A part of the Southwest quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of the Southwest quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian; thence
South 89°45'00" East 1002.58 feet along the South boundary of said Section 20; thence leaving the said South boundary
North 0°04'20" West 786.53 feet to a chiseled "X" in the concreted centerline of the Creason Lateral, as now located and constructed, the Initial Point; thence continuing along the said centerline
North 0°04'20" West 267.00 feet; thence leaving the said centerline and following the East bank of a certain irrigation ditch
North 0°01'20" West 272.69 feet to a 3/4 inch pipe; thence following the South bank of a certain irrigation ditch
South 89°37'30" East 342.97 feet to a 3/4 inch pipe; thence leaving the said South bank
South 0°20'00" West 538.64 feet to a point in the said centerline; thence continuing along the said centerline
North 89°48'00" West 339.15 feet, to the Initial Point.

Parcel III:

A tract of land situated in the Southeast quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the South quarter of said Section 20; thence
North 00°17'48" East along the center quarter line, a distance of 225.62 feet to the Real Point of Beginning; thence
North 00°17'48" East along said centerline, a distance of 249.25 feet; thence
North 89°51'42" West, a distance of 459.31 feet; thence
South 01°04'53" West, a distance of 249.25 feet; thence
South 89°51'12" East, a distance of 462.72 feet to the Real Point of Beginning.

Parcel B:

An easement for ingress and egress over and across the following described property as disclosed by Instrument No. 8121398 and recorded May 19, 1981:

Commencing at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; and running East along the South boundary line of said Section 20 a distance of 19 feet and 10 inches; thence North and parallel with the West boundary line of the Southwest quarter of the Southeast quarter of said Section 20 a distance of 1072 feet; thence West and parallel with the South boundary line of said Section 20 a distance of 19 feet and 10 inches; thence South on the boundary line between the Southeast quarter and the Southwest quarter of Section 20 a distance of 1072 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the

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FEB 23 2023

current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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FEB 23 2023

Dated: 10/06/2020

By: Chinden Star, LLC, a Nevada limited liability company

By: _____
Patrick W. House, Manager

State of California, County of Marin , ss.

On this 9th day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick W. House, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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 California
Residing In: Marin County
My Commission Expires: 6/19/23

HUB1 MICHAEL JUDSON COMM. # 2289558 NOTARY PUBLIC- CALIFORNIA MARIN COUNTY My Comm. Expires June 19, 2023 HUB1

SCANNED

FEB 23 2023

TitleOne
a title & escrow co.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 CHE FOWLER
TITLEONE BOISE

2020-024365
02/28/2020 02:38 PM
$15.00

Order Number: 19351697

Warranty Deed

For Value Received,

Red-Hip Properties, LLC, an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **Antonov Star Holding LLC, a California limited liability company**, whose current address is **75 E. Santa Clara Street Floor 6, San Jose, CA 95113,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

A parcel of land being a portion of the West half of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, lying Southerly of the Phyllis Canal as it is now constructed, under Record of Survey No. 6096, recorded March 24, 2003 as Instrument No. 103047203, more particularly described as follows:

Beginning at a brass cap marking the Southwest corner of the said West half of the Southwest quarter in Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence
North 0°46'11" East 108.91 feet along the Westerly boundary of the said West half of the Southwest quarter in Section 20 to a point which is also Star Road; thence leaving said Westerly boundary
South 89°13'49" East 35.15 feet to a chiseled cross (X), in the end of the concrete irrigation ditch, marking the Easterly right of way of Star Road, said chiseled cross (X) being the Real Point of Beginning; thence
North 01°11'16" East 867.58 feet along the said Easterly right of way of Star Road to an iron pin marking an angle point in the said Easterly right of way of Star Road, said iron pin being 41.48 feet right of the said Westerly boundary of the West half of the Southwest quarter in Section 20; thence continuing along the said Easterly right of way of Star Road
North 4°40'24" East 67.57 feet to an iron pin marking an angle point in the said Easterly right of way of Star Road, said iron pin being 46.08 feet right of the said Westerly boundary of the West half of the Southwest quarter in Section 20; thence continuing along the said Easterly right of way of Star Road
North 2°22'47" East 188.21 feet to a point marking the intersection of the Easterly right of way of Star Road and Southerly top of the bank of the Phyllis Canal, said point being 51.37 feet West of the said Westerly boundary of the West half of the Southwest quarter in Section 20; thence leaving said Easterly right of way

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of Star Road and along the Southerly top of the bank of the Phyllis Canal along a non-tangent curve to the left 368.93 feet, said curve having a central angle of 46°10'20", a radius of 457.81 feet, tangents of 195.14 feet and a long chord of 359.03 feet bearing North 66°53'23" East to a point of ending of curve, also said point marking a point on the Southerly top of the bank of the said Phyllis Canal; thence
North 44°43'48" East 197.20 feet along said top of the bank of Phyllis Canal to an iron pin marking a point of non-tangent curve; thence along a non-tangent curve to the right 348.06 feet, said curve having a central angle of 36°04'43", a radius of 552.74 feet, tangents 180.02 feet and a long chord of 342.33 feet, bearing North 64°23'56" East to a point of ending of curve, also, said point marking a point on the Southerly top of the bank of the said Phyllis Canal; thence
North 83°53'50" East 507.46 feet to a point marking the Southerly top of the bank of the Phyllis Canal and intersection of the Easterly boundary of the West half of the Southwest quarter in Section 20; thence leaving said Southerly top of the bank of the said Phyllis Canal and along the Easterly boundary of the said West half of the Southwest quarter in Section 20
South 0°40'58" West 956.15 feet to a chiseled cross (X) in the centerline of a concrete irrigation ditch; thence leaving said Easterly boundary of the said West half of the Southwest quarter in Section 20
North 89°17'25" West 330.64 feet along said centerline of a concrete irrigation ditch to a found chiseled cross (X) in said concrete irrigation ditch; thence extending said centerline of concrete irrigation ditch
North 89°17'25" West 1.49 feet to a chiseled cross (X) , in the concrete irrigation ditch, marking the Westerly boundary of the East half of the East half of the Southwest quarter of the Southwest quarter in Section 20; thence leaving said centerline and centerline extended of said concrete irrigation ditch
South 0°42'16" West 719.68 feet along said Westerly boundary of the East half of the East half of the Southwest quarter of the Southwest quarter in Section 20 to an iron pin marking the Northerly right of way of Highway 20-26, said iron pin being 60.00 feet Northerly of the Southerly boundary of said East half of the Southwest quarter of the Southwest quarter in Section 20; thence leaving said Westerly boundary of the said East half of the East half of the Southwest quarter of the Southwest quarter in Section 20
North 88°59'39" West 796.98 feet along the Northerly right of way of said Highway 20-26 which is 60 feet Northerly and parallel to the Southerly boundary of the said West half of the Southwest quarter of the Southwest quarter in Section 20 to a chiseled cross (X), in a concrete irrigation ditch; thence leaving said parallel line
North 72°27'59" West 172.42 feet continuing along said Northerly right of way of Highway 20-26 to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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SCANNED

FEB 23 2023

Dated: 02/14/2020

Red-Hip Properties, LLC, an Idaho limited liability company

By: McMaster Limited Partnership, an Idaho limited partnership, Its Member

By:_____
Douglas R. McMaster, General Partner

STATE OF IDAHO,)
) ss.
County of Ada)

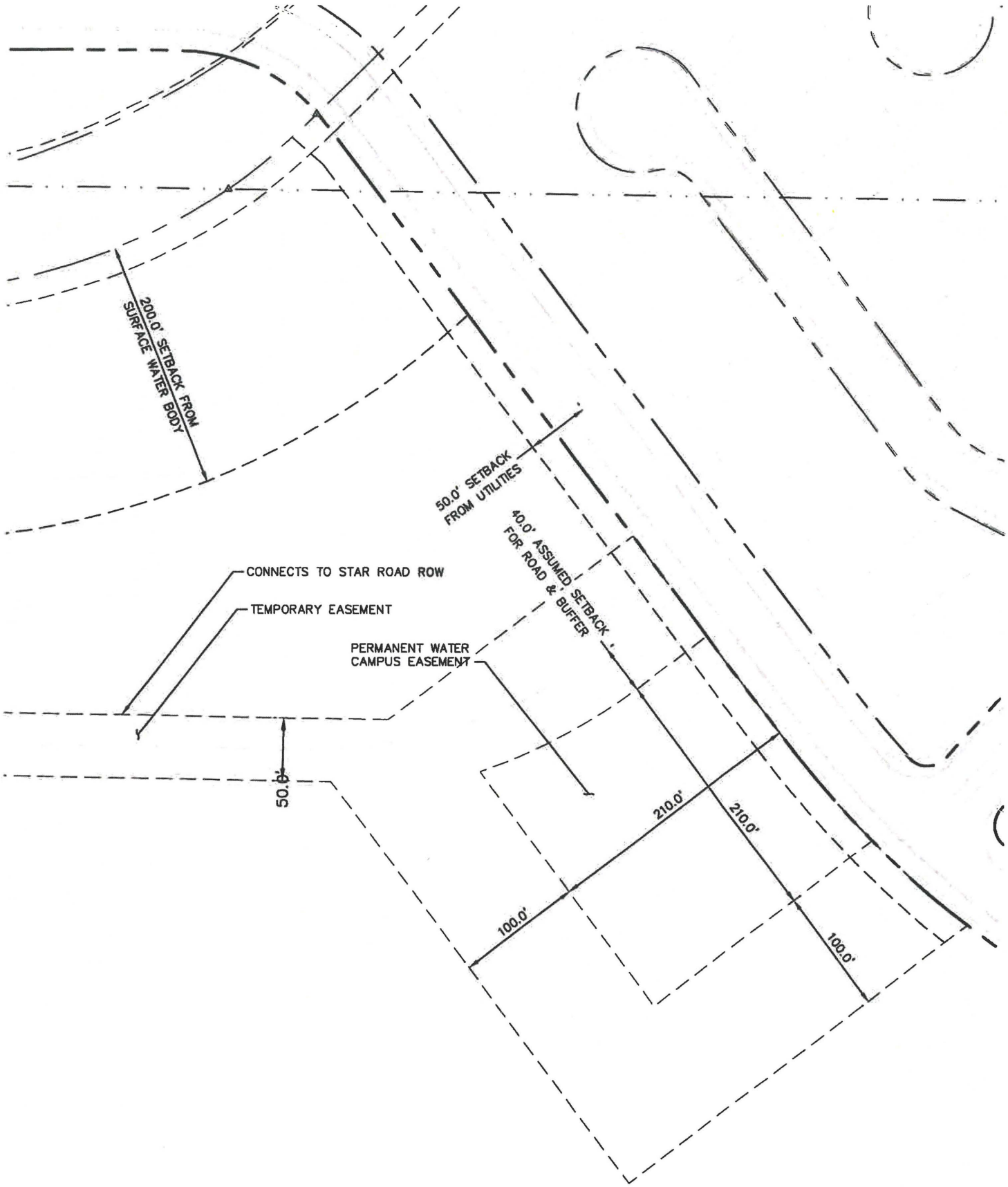
On this 14TH day of February, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas R. McMaster, known or identified to me to be a General Partner of McMaster Limited Partnership, the limited partnership that is the Member of Red-Hip Properties, LLC, the limited liability company that executed the 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.

NOTARY PUBLIC FOR IDAHO Sharilyn Jeffords
My Commission Expires: 7-20-24

SHARILYN JEFFORDS Comm. No. 16903 NOTARY PUBLIC Expires: 07/20/2024 STATE OF IDAHO

SCANNED
FEB 23 2023



Kimley»Horn

INSPIRADO WATER CAMPUS

July 1, 2021

SCANNED
FEB 23 2023

NORTH

EXHIBIT B
Description of the Easement Area

SCANNED
FEB 23 2023

Star Sewer and Water District
Description for
Permanent Easement
July 9, 2021

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., from which a 5/8" iron pin marking the 1/4 corner common said Sections 19 and 20, bears North 00°46'11" East, 2,633.05 feet; thence North 45°28'14" East, 942.35 feet to the **REAL POINT OF BEGINNING;**

thence North 36°56'25" West, 232.65 feet;

thence 141.80 feet along the arc of curve to the left having a radius of 440.00 feet, a central angle of 18°27'51" and a long chord which bears North 62°17'30" East, 141.18 feet;

thence North 53°03'35" East, 70.65 feet;

thence South 36°56'25" East, 96.56 feet;

thence 113.84 feet along the arc of curve to the left having a radius of 784.00 feet, a central angle of 8°19'11" and a long chord which bears South 41°06'01" East, 113.74 feet;

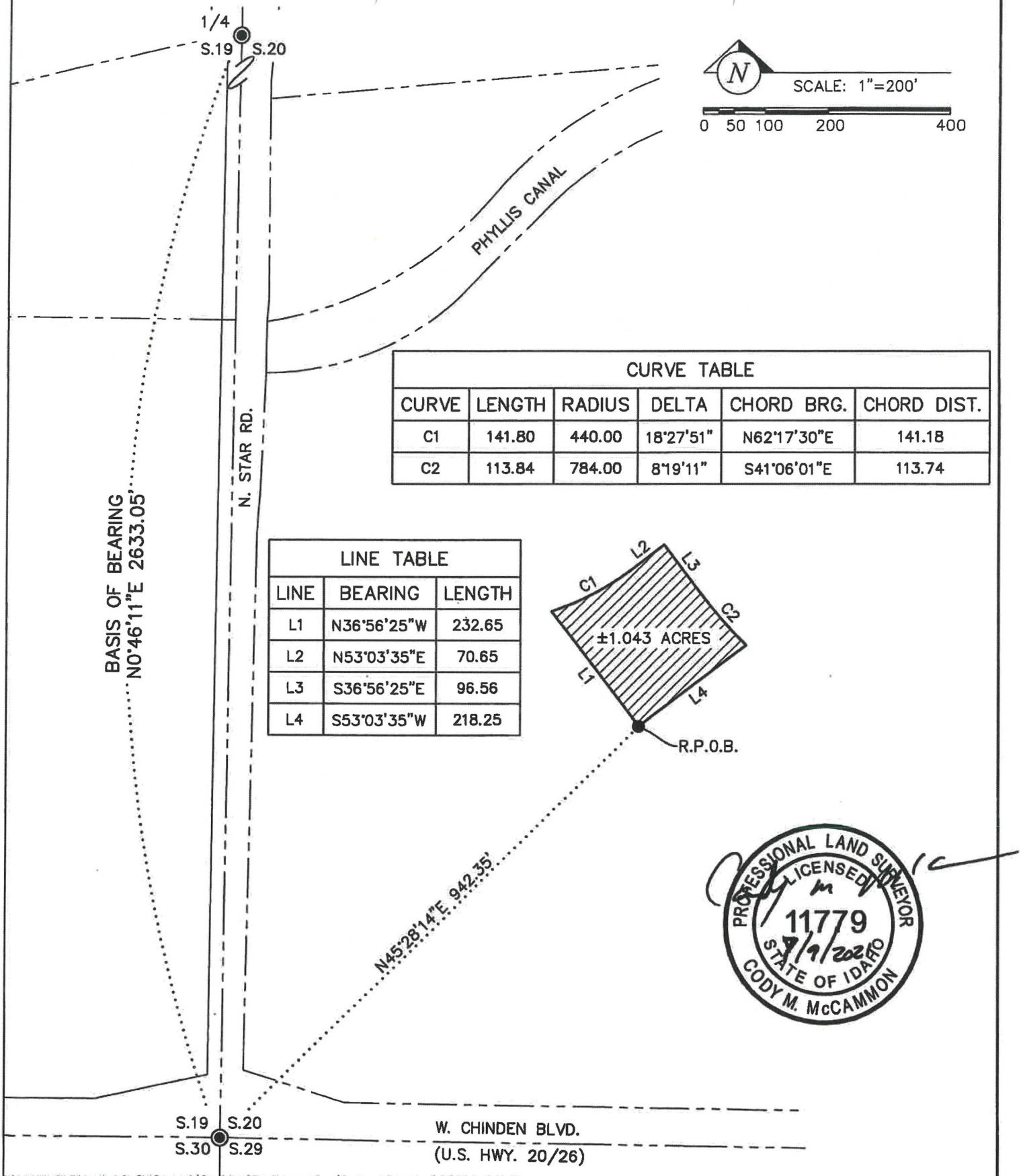
thence South 53°03'35" West, 218.25 feet to the **REAL POINT OF BEGINNING**.

Containing 1.043 acres, more or less.

End of Description.



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FEB 23 2023



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	141.80	440.00	18°27'51"	N62°17'30"E	141.18
C2	113.84	784.00	8°19'11"	S41°06'01"E	113.74

LINE TABLE		
LINE	BEARING	LENGTH
L1	N36°56'25"W	232.65
L2	N53°03'35"E	70.65
L3	S36°56'25"E	96.56
L4	S53°03'35"W	218.25

PROFESSIONAL LAND SURVEYOR
LICENSED
11779
7/9/2021
STATE OF IDAHO
CODY M. McCAMMON

P:\Vegabrade Subdivision #e 1 21-311\Documents\Descriptions\Star Water and Sewer\Permanent Easement.dwg, 7/9/2021 11:19:09 AM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
PERMANENT EASEMENT
STAR SEWER AND WATER DISTRICT

LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 20,
T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 21-311
SHEET NO. 1 OF 1
DWG. DATE 7/9/2021

SCANNED
FEB 23 2023

ADA COUNTY RECORDER Phil Mc[illegible]e
BOISE IDAHO Pgs=20 NIKOLA OLSON
STAR SEWER & WATER

2021-119144
08/11/2021 09:41 AM
NO FEE

0103664220210119144020203

STAR SEWER AND WATER DISTRICT
AGREEMENT FOR TEMPORARY EASEMENT

This Agreement for Temporary Easement ("Agreement") is made between Antonov Star Holding LLC, a California limited liability company, hereinafter referred to as "GRANTOR," and the Star Sewer and Water District, a sewer and water district in the County of Ada, State of Idaho, P.O. Box 400, Star, Idaho, hereafter referred to as the "DISTRICT".

WHEREAS: The GRANTOR is the record owner of the following described real estate in Ada County, State of Idaho (the "Property").

See Exhibit "A"

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and for good and valuable consideration by the DISTRICT to the GRANTOR, the receipt of all of which hereby is acknowledged by the GRANTOR, they agree as follows:

The GRANTOR does hereby grant, assign and convey to the DISTRICT:

A temporary easement as described in Exhibit "B" the ("Easement Area") for ingress and egress and for the construction of pipelines and all associated structures for a water campus located on the Property.

1. The DISTRICT (through its proper officers, agents or employees) shall have the right-of-way over and across the described easement during construction of the pipelines and associated structures on the adjacent permanent easement. The DISTRICT shall have all rights of ingress and egress across the Easement Area necessary for the DISTRICT's use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

2. The GRANTOR herein agrees during the term of this Agreement not to build, create or construct, or permit to be built, created or constructed, an obstruction, building or other structures over or that would materially interfere with said pipelines, or DISTRICT's rights hereunder.

3. The DISTRICT hereby agrees to hold and save the GRANTOR harmless from any and all acclaims of third parties arising from DISTRICT's use of the rights herein granted.

SCANNED
FEB 23 2023

4. The DISTRICT hereby agrees to hold and save the GRANTOR harmless from any and all claims of third parties arising during construction sewer facilities inside said easement The DISTRICT covenants that it will require each contractor that will engage in any construction activities in the easement to first name GRANTOR as an additional insured on the contractor's liability insurance policies prior to using the easement, and provide certificates of insurance thereof (with endorsements, if required).

5. The DISTRICT agrees not to obstruct, delay or impede the GRANTOR's use of the GRANTOR's property adjacent to and outside the limits of said temporary easement.

6. The easement shown in Exhibit "B" above shall continue through the period of construction of the water campus facilities but not longer than three years from the commencement of construction.

7. With respect to construction of improvements:

   a. GRANTOR shall be given a 2-year warranty for trench compaction by the DISTRICT. Should the trench settle to a point that drainage cannot be maintained, the trench area shall be repaired as necessary with additional topsoil.

SCANNED

FEB 2 3 2023

In witness whereof the parties have set their hands and seals this 27th day of July, 2021

Grantors

District

Signed on next page

State of Idaho)
) SS
County of Ada)

On this 27th day of July, 2021, before me, the undersigned, a notary public in and for said State, personally appeared Andrey Antonov, known or identified to me to be the authorized signatory of the Antonov Star Holding LLC that executed the within and foregoing instrument on behalf of said Antonov Star Holding LLC, and acknowledged to me that such Antonov Star Holding LLCexecuted the same.

In witness whereof, I have hereunto set my hand and affixed my official seal.

LESLIE C RILEY
COMM NO. 20213005
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 06/21/2027

Leslie C. Riley
Notary Public for Idaho
My Commission Expires: 06/21/2027

SCANNED
FEB 23 2023

In witness whereof the parties have set their hands and seals this 27th day of July, 2021

Grantors

signed on next page

District

State of Idaho)
) SS
County of Ada)

On this 27th day of July, 2021, before me, the undersigned, a notary public in and for said State, personally appeared Greg Tominsky, known or identified to me to be the authorized signatory of the Star Sewer+Water Dist that executed the within and foregoing instrument on behalf of said Star Sewer+Water District and acknowledged to me that such Star Sewer+Water Dist executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal.

TERRA A. ESTRADA
Comm. No. 20200[illegible]
NOTARY PUBLIC
Expires: 02/24/2024
STATE OF IDAHO

Terra A. Estrada
Notary Public for Idaho
My Commission Expires: 02-24-2024

SCANNED
FEB 23 2023

EXHIBIT A
Legal Description of the Property

SCANNED
FEB 23 2023

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 KRISTINA LOWRY
TITLEONE BOISE

2020-162930
11/25/2020 03:06 PM
$15.00

TitleOne
a title & escrow co.

Order Number: 20361284

Warranty Deed

For Value Received,

Marilyn I. Brandt, a single woman and Donald K. Brandt, a single man, the Grantor, does hereby grant, bargain sell and convey unto, **Antonov Star Holding LLC, a California limited liability company,** whose current address is **75 E. Santa Clara Street Floor 6, San Jose, CA 95113,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

SCANNED
FEB 23 2023

Dated: 11-25-20

Marilyn I. Brandt by Donald K. Brandt as her Attorney in Fact

Donald K. Brandt

State of Idaho, County of Canyon, ss.

On this 25th day of November in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald K. Brandt, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Ken Hunter

Notary Public
Residing In: Canyon
My Commission Expires: 03/30/2026
(seal)

KEN HUNTER
COMMISSION #20201052
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 03/30/2026

State of Idaho)
)ss
County of Canyon)

On this 25th day of November in the year of 2020, before me, the undersigned notary public, who being by me duly sworn (affirmed), did say that he is the attorney-in-fact of Marilyn I. Brandt and that said instrument was signed on behalf of said Marilyn I. Brandt, by authority, and said Don Brandt acknowledged to me that he as such attorney-in-fact, executed the same.

Ken Hunter

Resided at: Canyon
Expires: 03/30/2026

KEN HUNTER
COMMISSION #20201052
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 03/30/2026

SCANNED
FEB 23 2023

Description for

Brandt 16 Acre Parcel

November 23, 2020

A portion of the Northeast 1/4 of the Southwest 1/4 and a portion of the West 1/2 of the Southeast 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., from which a 5/8" iron pin marking the 1/4 corner common to Sections 19 and 20, Township 4 North, Range 1 West, B.M., bears North 00°46'11" East, 2,633.05 feet; thence North 00°46'11" East, 1316.53 feet to the South 1/16 corner of Section 20; thence South 89°10'04" East, 1,327.87 feet to the Southwest 1/16 corner of Section 20 and the **REAL POINT OF BEGINNING**;

thence on the West boundary line of the Northeast 1/4 of the Southwest 1/4 of Section 20, North 00°41'14" East, 396.47 feet to the South right-of-way line of the Phyllis Canal;

thence on said South right-of-way line, North 85°06'27" East, 1,416.98 feet;

thence South 00°36'18" West, 785.65 feet;

thence North 89°17'50" West, 63.34 feet;

thence South 00°36'18" West, 1,036.75 feet to the North right-of-way line of W. Chinden Boulevard;

thence on said North right-of-way line, North 89°15'11" West, 19.83 feet to the West boundary line of the Southwest 1/4 of the Southeast 1/4 of Section 20;

thence North 00°36'18" East, 1,284.76 feet to the C-S 1/16 corner of Section 20;

thence North 89°10'04" West, 1,327.87 feet to the **REAL POINT OF BEGINNING**.

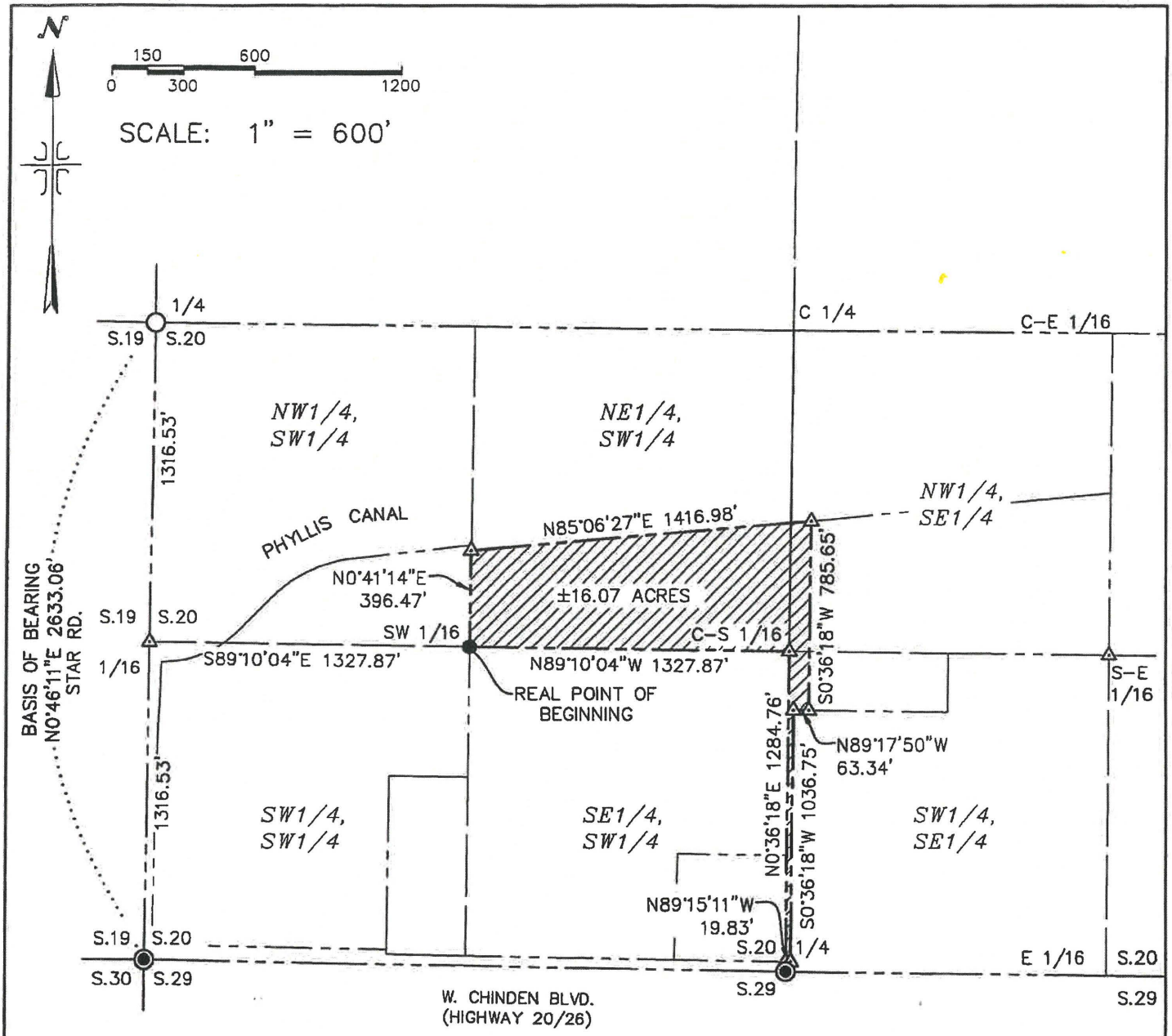
Containing 700,179 square feet or 16.07 acres, more or less.

End of Description.



SCANNED

FEB 23 2023



PROFESSIONAL LAND SURVEYOR LICENSE 11779 STATE OF IDAHO CODY M. McCAMMON 11/23/2020

P:\Chinden Star Property ALTA 20-080\dwg\20080 Brandt Exhibit.dwg 11/23/2020 4:39:38 PM

IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	EXHIBIT DRAWING FOR **BRANDT 16 ACRE PARCEL** A PORTION OF THE NE 1/4 OF THE SW 1/4 AND A PORTION OF THE W 1/2 OF THE SE 1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO	JOB NO. 20-080 SHEET NO. 1 DWG. DATE 11/23/2020

SCANNED
FEB 23 2023

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 ANGIE STEELE
TITLEONE BOISE

2020-136645
10/13/2020 12:15 PM
$15.00

TitleOne
a title & escrow co.

Order Number: 19351700

Warranty Deed

For Value Received,

Chinden Star, LLC, a Nevada limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **Antonov Star Holding LLC, a California limited liability company**, whose current address is **75 E. Santa Clara Street, Floor 6, San Jose, CA 95113,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

Parcel A:

The East half of the Southeast quarter of the Southwest quarter and the West half of the Southeast quarter of the Southwest quarter and the East half of the East half of the Southwest quarter of the Southwest quarter all in Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Except right of way deed to State of Idaho in Instrument No. 181912, of Official Records.

And also except the following three parcels:

Parcel I:

A tract of land situated in the Southeast quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the South quarter corner of said Section 20, being the Real Point of Beginning; thence
North 00°17'48" East a distance of 225.62 feet; thence
North 89°51'12" West a distance of 462.72 feet; thence
South 01°04'53" West a distance of 225.62 feet to a point on the South line of said Section 20; thence
South 89°51'00" East along said South line a distance of 465.81 feet to the Real Point of Beginning.

SCANNED
FEB 23 2023

Parcel II:

A part of the Southwest quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of the Southwest quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian; thence
South 89°45'00" East 1002.58 feet along the South boundary of said Section 20; thence leaving the said South boundary
North 0°04'20" West 786.53 feet to a chiseled "X" in the concreted centerline of the Creason Lateral, as now located and constructed, the Initial Point; thence continuing along the said centerline
North 0°04'20" West 267.00 feet; thence leaving the said centerline and following the East bank of a certain irrigation ditch
North 0°01'20" West 272.69 feet to a 3/4 inch pipe; thence following the South bank of a certain irrigation ditch
South 89°37'30" East 342.97 feet to a 3/4 inch pipe; thence leaving the said South bank
South 0°20'00" West 538.64 feet to a point in the said centerline; thence continuing along the said centerline
North 89°48'00" West 339.15 feet, to the Initial Point.

Parcel III:

A tract of land situated in the Southeast quarter of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the South quarter of said Section 20; thence
North 00°17'48" East along the center quarter line, a distance of 225.62 feet to the Real Point of Beginning; thence
North 00°17'48" East along said centerline, a distance of 249.25 feet; thence
North 89°51'42" West, a distance of 459.31 feet; thence
South 01°04'53" West, a distance of 249.25 feet; thence
South 89°51'12" East, a distance of 462.72 feet to the Real Point of Beginning.

Parcel B:

An easement for ingress and egress over and across the following described property as disclosed by Instrument No. 8121398 and recorded May 19, 1981:

Commencing at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; and running East along the South boundary line of said Section 20 a distance of 19 feet and 10 inches; thence North and parallel with the West boundary line of the Southwest quarter of the Southeast quarter of said Section 20 a distance of 1072 feet; thence West and parallel with the South boundary line of said Section 20 a distance of 19 feet and 10 inches; thence South on the boundary line between the Southeast quarter and the Southwest quarter of Section 20 a distance of 1072 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the

SCANNED
FEB 23 2023

current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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SCANNED

FEB 23 2023

Dated: 10/06/2020

By: Chinden Star, LLC, a Nevada limited liability company

By: _____
Patrick W. House, Manager

State of California, County of Marin , ss.

On this 9th day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick W. House, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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 California
Residing In: Marin County
My Commission Expires: 6/19/23

HUB1 MICHAEL JUDSON COMM. # 2289558 NOTARY PUBLIC- CALIFORNIA MARIN COUNTY My Comm. Expires June 19, 2023 HUB1

SCANNED

FEB 23 2023

TitleOne
a title & escrow co.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 CHE FOWLER
TITLEONE BOISE

2020-024365
02/28/2020 02:38 PM
$15.00

Order Number: 19351697

Warranty Deed

For Value Received,

Red-Hip Properties, LLC, an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **Antonov Star Holding LLC, a California limited liability company**, whose current address is **75 E. Santa Clara Street Floor 6, San Jose, CA 95113,** the Grantee, the following described premises, in **Ada County, Idaho,** To Wit:

A parcel of land being a portion of the West half of the Southwest quarter of Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, lying Southerly of the Phyllis Canal as it is now constructed, under Record of Survey No. 6096, recorded March 24, 2003 as Instrument No. 103047203, more particularly described as follows:

Beginning at a brass cap marking the Southwest corner of the said West half of the Southwest quarter in Section 20, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence
North 0°46'11" East 108.91 feet along the Westerly boundary of the said West half of the Southwest quarter in Section 20 to a point which is also Star Road; thence leaving said Westerly boundary
South 89°13'49" East 35.15 feet to a chiseled cross (X), in the end of the concrete irrigation ditch, marking the Easterly right of way of Star Road, said chiseled cross (X) being the Real Point of Beginning; thence
North 01°11'16" East 867.58 feet along the said Easterly right of way of Star Road to an iron pin marking an angle point in the said Easterly right of way of Star Road, said iron pin being 41.48 feet right of the said Westerly boundary of the West half of the Southwest quarter in Section 20; thence continuing along the said Easterly right of way of Star Road
North 4°40'24" East 67.57 feet to an iron pin marking an angle point in the said Easterly right of way of Star Road, said iron pin being 46.08 feet right of the said Westerly boundary of the West half of the Southwest quarter in Section 20; thence continuing along the said Easterly right of way of Star Road
North 2°22'47" East 188.21 feet to a point marking the intersection of the Easterly right of way of Star Road and Southerly top of the bank of the Phyllis Canal, said point being 51.37 feet West of the said Westerly boundary of the West half of the Southwest quarter in Section 20; thence leaving said Easterly right of way

SCANNED
FEB 23 2023

of Star Road and along the Southerly top of the bank of the Phyllis Canal along a non-tangent curve to the left 368.93 feet, said curve having a central angle of 46°10'20", a radius of 457.81 feet, tangents of 195.14 feet and a long chord of 359.03 feet bearing North 66°53'23" East to a point of ending of curve, also said point marking a point on the Southerly top of the bank of the said Phyllis Canal; thence
North 44°43'48" East 197.20 feet along said top of the bank of Phyllis Canal to an iron pin marking a point of non-tangent curve; thence along a non-tangent curve to the right 348.06 feet, said curve having a central angle of 36°04'43", a radius of 552.74 feet, tangents 180.02 feet and a long chord of 342.33 feet, bearing North 64°23'56" East to a point of ending of curve, also, said point marking a point on the Southerly top of the bank of the said Phyllis Canal; thence
North 83°53'50" East 507.46 feet to a point marking the Southerly top of the bank of the Phyllis Canal and intersection of the Easterly boundary of the West half of the Southwest quarter in Section 20; thence leaving said Southerly top of the bank of the said Phyllis Canal and along the Easterly boundary of the said West half of the Southwest quarter in Section 20
South 0°40'58" West 956.15 feet to a chiseled cross (X) in the centerline of a concrete irrigation ditch; thence leaving said Easterly boundary of the said West half of the Southwest quarter in Section 20
North 89°17'25" West 330.64 feet along said centerline of a concrete irrigation ditch to a found chiseled cross (X) in said concrete irrigation ditch; thence extending said centerline of concrete irrigation ditch
North 89°17'25" West 1.49 feet to a chiseled cross (X) , in the concrete irrigation ditch, marking the Westerly boundary of the East half of the East half of the Southwest quarter of the Southwest quarter in Section 20; thence leaving said centerline and centerline extended of said concrete irrigation ditch
South 0°42'16" West 719.68 feet along said Westerly boundary of the East half of the East half of the Southwest quarter of the Southwest quarter in Section 20 to an iron pin marking the Northerly right of way of Highway 20-26, said iron pin being 60.00 feet Northerly of the Southerly boundary of said East half of the Southwest quarter of the Southwest quarter in Section 20; thence leaving said Westerly boundary of the said East half of the East half of the Southwest quarter of the Southwest quarter in Section 20
North 88°59'39" West 796.98 feet along the Northerly right of way of said Highway 20-26 which is 60 feet Northerly and parallel to the Southerly boundary of the said West half of the Southwest quarter of the Southwest quarter in Section 20 to a chiseled cross (X), in a concrete irrigation ditch; thence leaving said parallel line
North 72°27'59" West 172.42 feet continuing along said Northerly right of way of Highway 20-26 to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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SCANNED
FEB 23 2023

Dated: 02/14/2020

Red-Hip Properties, LLC, an Idaho limited liability company

By: McMaster Limited Partnership, an Idaho limited partnership, Its Member

By:_____
Douglas R. McMaster, General Partner

STATE OF IDAHO,)
) ss.
County of Ada)

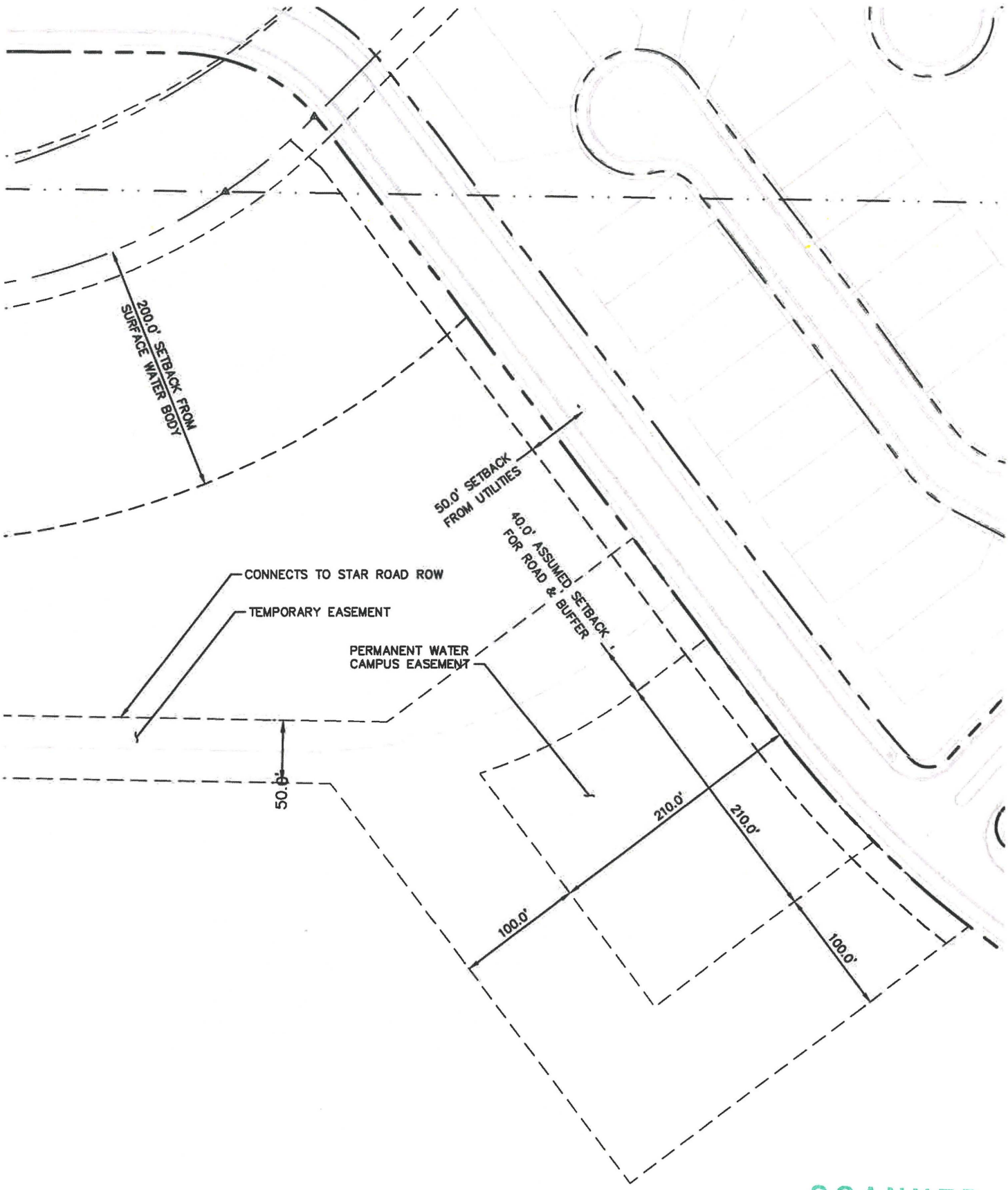
On this 14TH day of February, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas R. McMaster, known or identified to me to be a General Partner of McMaster Limited Partnership, the limited partnership that is the Member of Red-Hip Properties, LLC, the limited liability company that executed the 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.

NOTARY PUBLIC FOR IDAHO Sharilyn Jeffords
My Commission Expires: 9-20-24

SHARILYN JEFFORDS Comm. No. 16903 NOTARY PUBLIC Expires: 07/20/2024 STATE OF IDAHO

SCANNED
FEB 23 2023



SCANNED
FEB 2 2 2022

Kimley»Horn

INSPIRADO WATER CAMPUS

July 1, 2021

NORTH

EXHIBIT B
Description of the Easement Area

SCANNED
FEB 23 2023

Star Sewer and Water District
Description for
Temporary Easement
July 9, 2021

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., from which a 5/8" iron pin marking the 1/4 corner common to said Sections 19 and 20, bears North 00°46'11" East, 2,633.05 feet; thence on the west boundary of said Section 20, North 00°46'11" East, 845.67 feet, thence leaving said west boundary line, South 89°00'57" East, 40.53 feet to the **REAL POINT OF BEGINNING**;

thence North 01°11'16" East, 50.00 feet;

thence South 89°00'57" East, 405.12 feet;

thence North 53°03'35" East, 244.41 feet;

thence South 36°56'25" East, 100.00 feet;

thence South 53°03'35" West, 70.65 feet;

thence 141.80 feet along the arc of curve to the right having a radius of 440.00 feet, a central angle of 18°27'51" and a long chord which bears South 62°17'30" West, 141.18 feet;

thence South 36°56'25" East, 232.65 feet;

thence North 53°03'35" East, 218.25 feet;

thence 102.33 feet along the arc of curve to the left having a radius of 784.00 feet, a central angle of 7°28'42" and a long chord which bears South 48°59'57" East, 102.26 feet;

thence South 53°03'35" West, 339.61 feet;

thence North 36°56'25" West, 397.72 feet;

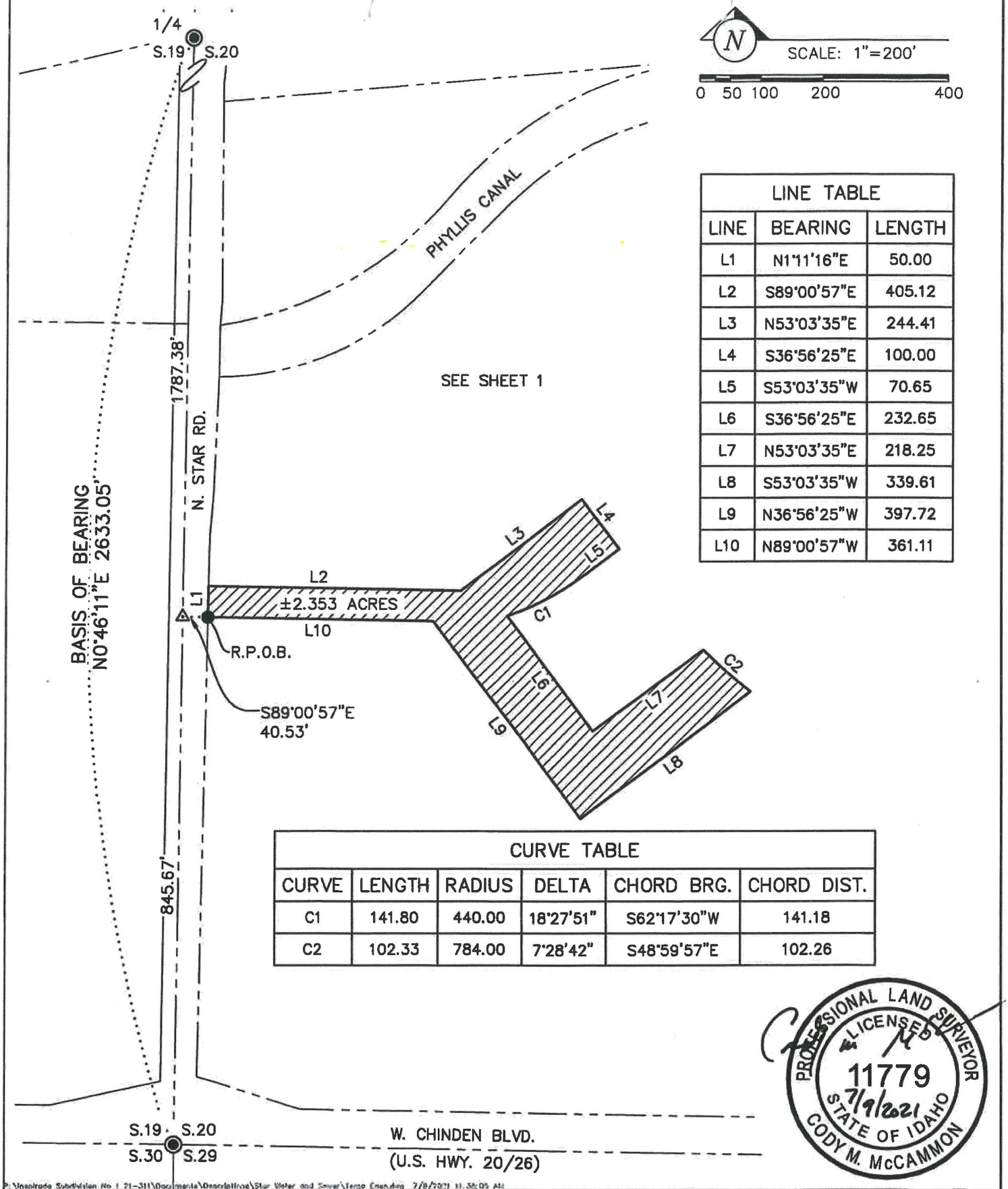
thence North 89°00'57" West, 361.11 feet to the **REAL POINT OF BEGINNING**.

Containing 2.353 acres, more or less.

End of Description.



SCANNED
FEB 23 2023



LINE TABLE		
LINE	BEARING	LENGTH
L1	N1°11'16"E	50.00
L2	S89°00'57"E	405.12
L3	N53°03'35"E	244.41
L4	S36°56'25"E	100.00
L5	S53°03'35"W	70.65
L6	S36°56'25"E	232.65
L7	N53°03'35"E	218.25
L8	S53°03'35"W	339.61
L9	N36°56'25"W	397.72
L10	N89°00'57"W	361.11

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	141.80	440.00	18°27'51"	S62°17'30"W	141.18
C2	102.33	784.00	7°28'42"	S48°59'57"E	102.26

PROFESSIONAL LAND SURVEYOR
LICENSED
11779
7/9/2021
STATE OF IDAHO
CODY M. McCAMMON

P:\Vasquez Subdivision No 1 21-311\Documents\Descriptions\Star Water and Sewer\Temp Esmt.dwg 7/8/2021 11:38:05 AM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
TEMPORARY EASEMENT
STAR SEWER AND WATER DISTRICT

LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 21-311
SHEET NO. 1 OF 1
DWG. DATE 7/9/2021

SCANNED
FEB 23 2022

Evans, Lynne

From: Ryan Morgan <RMorgan@StarSWD.com>
Sent: Tuesday, August 29, 2023 5:46 PM
To: Charlie S. Baser; Evans, Lynne
Cc: Justin Walker; Catherine Cooper; Michael P. Lawrence; Hank Day; Tim Clark
Subject: RE: Star Water and Sewer permit and transfer applications [IWOV-GPDMS.FID1178583]
Attachments: IDWR Water Right Application for Well 8.pdf

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All, trying again with Lynne's correct email.

Lynne,

Please find attached a revised map for our Application for Transfer No. 86546. Please let me know if we need to submit a full set of revised documents or if this will suffice.

Also, please let us know if a discission has been made on if Eagles petition is valid.

Thank you.

Ryan V. Morgan, PE
District Engineer
Star Sewer and Water District
rmorgan@starswd.com
Main Office: 208-286-7388
Cell: 208-440-1534

From: Charlie S. Baser <charliebaser@givenspursley.com>
Sent: Tuesday, August 29, 2023 4:41 PM
To: Ryan Morgan <RMorgan@StarSWD.com>
Cc: Justin Walker <jwalker@Kellerassociates.com>; Catherine Cooper <cathy.cooper@veolia.com>; Michael P. Lawrence <mpl@givenspursley.com>; Hank Day <HDay@StarSWD.com>
Subject: Star Water and Sewer permit and transfer applications [IWOV-GPDMS.FID1178583]

Hi Ryan,

I was out of the office this am and just saw your voicemail. Thanks for checking in.

Veolia is prepared to drop its protest once Star Water & Sewer updates its applications with the revised map that you provided to us.

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Because the City of Eagle has petitioned to intervene, we will ask the Department to change our position to intervenors in support of your application so that we are no longer protestants but can make sure that Eagle's protest is resolved in a way that does not harm Veolia's interests.

Let me know once Star's applications are updated with the map and we will withdraw Veolia's protest and ask the Department to change Veolia to intervenors in support.

Thanks!
Charlie

CHARLIE SUZANNAH BASER
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SEP 26 2023

Well 6 & 7 (EXISTING POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969(ADDED)
63-32644(ADDED)
63-31511(ADDED)

Well 4 (EXISTING POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969(ADDED)
63-32644(ADDED)
63-31511

Well 5 (EXISTING POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969(ADDED)
63-32644(ADDED)
63-31511

Well 8 (NEW POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969(ADDED)
63-32644(ADDED)
63-31511

Well 3 (ABANDONED POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969
63-32644
63-31511(ADDED)

Existing PRV

Future Well
63-32644

Well 1 (EXISTING POD)
63-12100
63-12370
63-31969
63-32644
63-31511(ADDED)

Well 2 (ABANDONED POD)
63-12370
63-31969
63-32644

Future Well
63-32644

Legend

- Booster Station
- Well
- Pressure Reducing Valves
- Tanks
- Existing
- Future
- Future Service Area
- Existing SSWD Water Right POU
- Upper Pressure Zones

N
W E
S

0 0.375 0.75 1.5 Miles

STAR SEWER & WATER DISTRICT

Prepared for:

IDWR Water Right Application for Well 8

Title:

1

Figure:

2023 Ada County Highway District, Boise City, Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community