



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 20, 2002

JOHN E SELLS
BOX 34
TENDON ID 83468

RE: CHANGE IN OWNERSHIP FOR 74-01789B

Dear Mr. Sells:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

74-15023, 3.3 cfs on 111.5 acres, Bar 13 Ranch
74-15024, 0.4 cfs on 12.5 acres, John E. Sells

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jennifer Crabtree".

Jennifer Crabtree
Technical Records Specialist

M E M O R A N D U M

DATE: March 19, 2002

TO: 74-15023, 74-15024

FROM: Jennifer Crabtree, Technical Records Specialist

RE: CHANGE OF OWNERSHIP/SPLIT

Mr. Goddard from Bar 13 Ranch called to tell me I had reversed the owners on the above referenced claims when I did the split ownership change. The documents support this information, so I will change 74-15023 to Bar 13 Ranch and 74-15024 to Sells.



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DEPARTMENT OF WATER RESOURCES

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EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 29, 2002

BAR 13 RANCH LTD PARTNERSHIP
PO BOX 11
TENDON ID 83468

RE: CHANGE IN OWNERSHIP FOR A74-01789B

Dear Sir or Madam:

The request for Change in Ownership for a portion of the above referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

74-15023: 3.3 CFS, 111.5 ACRES, SELLS
74-15024: 0.4 CFS, 12.5 ACRES, BAR 13

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

Enclosure(s)

DELOG AR 6/28/99
DELOG-JC 12-17-01

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

OK JC 1/28/0.
JUN 21 1999Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) 74-0223, 74-01787B, 74-0228, 74-0225, 74-0222, 74-0224, 74-10235, 74-10236, 74-10239, 74-10237, 74-10233, 74-10234, 74-10238
74-01790A, 74-01790B, 74-01791, 74-01792A, 74-01792B, 74-1793, 74-01789A, 74-01789B, 74-01788A, 74-01788B, 74-1786, 74-01787A
 Adjudication Claim Number(s) _____

2. The following **REQUIRED** information must be submitted with this form.
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 AND
 B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
 OR
 C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former John E. Sells, Trustee for the John E. Sells Family Trust.
 Owner/Claimant(s)

P.O. Box 7597 Incline Village, NV 89452

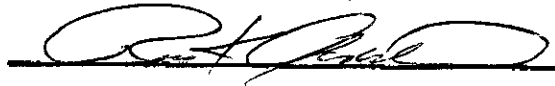
4. New Owner/Claimant(s) Bar 13 Ranch Limited Partnership
 Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
 New Mailing Address P.O. Box 11
 City, State and ZIP Code Tendoy, Idaho 83468
 New Telephone Number (208) 588-2514

5. Date you acquired the property _____
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New  Date 5/25/99
 Owner/Claimant(s) _____ Date _____

8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
 For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

DELOG AR 313100

RECEIVED

MAR 09 2000

Please print or type. Attach pages with additional information. Instructions are on the back of this page. Department of Water Resources Eastern Region

Incomplete forms will be returned.

74-0223, 74-01787B, 74-0228, 74-0225, 74-0222, 74-0224, 74-10235
74-10236, 74-10239, 74-10237, 74-10233, 74-10234, 74-10238

1. Water Right Number(s) 74-01790A, 74-01790B, 74-01791, 74-01792A, 74-01792B,

74-1793, 74-01789A, 74-01789B, 74-01788A, 74-01788B, 74-1786.

Adjudication Claim Number(s) _____

2. The following REQUIRED information must be submitted with this form.

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question. WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) John E. Sells, Trustee for the John E. Sells Family Trust.

P.O. Box 7597 Incline Village, NV 89452

4. New Owner/Claimant(s) Bar 13 Ranch Limited Partnership

Name connector (Check one): ☐ AND ☐ OR ☐ AND/OR

New Mailing Address P.O. Box 11

City, State and ZIP Code Tendoy, Idaho 83468

New Telephone Number (208) 588-2514

5. Date you acquired the property 4/22/99

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. **Split water in SW4SW4 and NW4SW4 Section 17 under water right numbers 74-1789 and 74-1788. (See attached details)**

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s)

Bar 13 Ranch Limited Part.
[Signature]

Date 3/7/00

Date _____

8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

STEPHEN E. MARTIN

ATTORNEY AT LAW

P.O. BOX 3189
IDAHO FALLS, ID 83403-3189
PHONE: (208) 523-6644
FAX: (208) 522-0791

OFFICES:
425 S. HOLMES
IDAHO FALLS, ID 83401
EMAIL: semartin@srv.net

June 11, 1999

RECEIVED
JUN 21 1999
Department of Water Resources
Southern Region

State of Idaho
IDWR Southern Region
222 Shoshone Street E
Twin Falls, ID 83301-6105

Re: *Purchase of Muleshoe Ranch by Bar 13 Ranch and Hilda Goddard*

Ladies and Gentlemen:

Enclosed for filing with the Idaho Department of Water Resources is a Notice of Change of Water Right Ownership signed by Ross Goddard. Also enclosed is a copy of the Purchase and Sale Agreement dated March 22, 1999 documenting the sale of Muleshoe Ranch and resulting change in ownership of the water rights.

Please let us know if you need additional information.

Very truly yours,



Cheryl Manginelli
Assistant to Stephen E. Martin

Enclosure

cc: Ross Goddard

C:\MyFiles\SEM.Clients\0916\99june11.idwr.wpd

74-00222 ✓
74-00223 ✓
74-00224 ✓
74-00225 ✓
74-00228 ✓
74-01786 ✓
74-01787A ✓
74-01787B ✓
74-01788A ✓
74-01788B ✓
74-01789A ✓
74-01789B — split
74-01790A ✓
74-01790B ✓
74-01791 ✓
74-01792A ✓
74-01792B
74-01793
74-10233 — pd
74-10234 — pd
74-10235 — pd
74-10236 — pd
74-10237 — pd
74-10238 — pd
74-10239 — pd

1-28-02
no fee
required
since they
sent C to
before
these
were partially
decided.
JC

DELOG AR 6/28/99
DELOG-JC 12-17-01

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

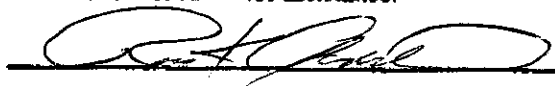
RECEIVED

OK JC 1/28/10
JUN 21 1999

Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

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Adjudication Claim Number(s) 74-01790A, 74-01790B, 74-01791, 74-01792A, 74-01792B, 74-1793, 74-01789A, 74-01789B, 74-01788A, 74-01788B, 74-1786, 74-01787A
2. The following REQUIRED information must be submitted with this form.
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question. WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) John E. Sells, Trustee for the John E. Sells Family Trust.
P.O. Box 7597 Incline Village, NV 89452
4. New Owner/Claimant(s) Bar 13 Ranch Limited Partnership
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address P.O. Box 11
City, State and ZIP Code Tendoy, Idaho 83468
New Telephone Number (208) 588-2514
5. Date you acquired the property _____
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres actually irrigated _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s)  Date 5/29/99

Date _____
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

DELOG AR 313100
RECEIVED
MAR 09 2000

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Eastern Region

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Adjudication Claim Number(s) _____
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AND
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City, State and ZIP Code Tendoy, Idaho 83468
New Telephone Number (208) 588-2514
5. Date you acquired the property 4/22/99
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Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Bar 13 Ranch Limited Part. Date 3/7/00
Owner/Claimant(s) [Signature] Date _____
8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.



COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

Replaces ID# 48711, & 48712



ID# 48713

Salmon, Idaho March 22, 1999

1. REAL ESTATE OFFICES:

Listing Agency Cook Real Estate

Selling Agency Code Of The West Realty

Listing Agent Name Cary Cook

Selling Agent Name Dianna Baxter

Phone # (Office) 756-2524 (Home) 756-3031

Phone # (Office) 588-2366 (Home) 588-2100

2. REPRESENTATION CONFIRMATION:

In this transaction, the broker(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) non-agent For the buyer.
Selling broker acted as a(n) non-agent For the buyer.
In this transaction, the broker(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) agent For the Seller.
Selling broker acted as a(n) non-agent For the Seller.
Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

3. BUYER: Bar 13 Ranch Limited Partnership (cnc)

Owners are: (cnc) Hilda Goddard, and Sue and Ross Goddard.

(hereinafter called "Buyer") agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

4. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as The Muleshoe Ranch,
original portion.

City of _____ County of Lemhi, Idaho legally described as portions of sections 5, 6, 7, 8, 17 & 18 in T.19N., R.24E., B.M. as described on attached exhibit A.

5. PRICE/TERMS: Total Purchase Price is Three Million Five Hundred Thousand Dollars (\$3,500,000.-).

a) \$35,000 cash down payment, including Earnest Money deposit.
b) \$3,465,000 Balance of the purchase price to be paid as follows: in cash at closing.

6. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Thirty Five Thousand and no/100 Dollars (\$35,000.00). Evidenced by: ☐ Cash ☐ Check ☐ Cashier's Check ☒ Note check or wire transfer
b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by Alliance Title Co. for the benefit of the parties hereto. The responsible Broker shall be Dianna Baxter

7. INCLUDED ITEMS: All attached floor coverings, attached television antennae, satellite dish(es) and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
Other items specifically included in this sale: BLM & Forest permits as described on Exhibit A.
Items specifically excluded in this sale: All personal belongings of seller and tenants.

8. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

Assignment of the Shiner Lease to the new owners as outlined in Exhibit B.
"Visitation Privileges" to the seller as described on Addendum #1.

Buyer agrees to Lease the 920 acres in upper Agency Creek, from the Seller, on a year to year basis until such time as the BLM land exchange takes affect, or the owner uses it himself. (Buyer not required to lease the 920 acres during the years he does not run cattle on the Adjacent BLM) Leaserate to be same as charge for similar ground by the BLM. (BLM rates)

Buyer will have until April 20, 1999 to satisfy or waive all conditions and/or contingencies.

TITLE COMPANY/CLOSING AGENCY: a) The parties agree that Alliance Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be Alliance Title Co. Each party agrees to pay one-half of the Closing Agency's fee. Alliance Title 205 ct. Hse. Dr. Salmon, Id.

TITLE INSURANCE: seller to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by n/a

Title Company to provide all parties to this Agreement with a preliminary Title Report on or before March 30, 1999. Buyer shall have until 4/10/99 to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title, Seller shall have a reasonable time, not to exceed 7 business day(s), to cure any defects of title or provide affirmative Title Insurance coverage. Buyer may elect, as its sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing, taking title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer. The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.

Buyer's Initials (Signature) Seller's Initials (Signature)

This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

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C-RE 21 revised 12/97

Page 1 of 2

85 PROPERTY ADDRESS: Muleshoe Ranch, Tendency, Id. ID# 48713
86 11. ESCROW/COLLECTION: If a long-term escrow/collection is involved, then the escrow/collection holder shall be n/a.
87 Each party agrees to pay one-half of escrow/collection fees.
88 12. CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary
89 to complete the sale. The closing date shall be no later than May 1, 1999. "Closing Date" means the date on which
90 all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.
91 13. POSSESSION/PRORATION: Buyer shall be entitled to possession on the day of closing or see exhibit B.
92 Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens,
93 encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or possession.
94 Any tenant deposits held by Seller shall be credited to Buyer at closing.
95 14. DEFAULT: If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages
96 or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon
97 the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf
98 of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection
99 fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided
100 that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and
101 agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not
102 be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred
103 by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance,
104 escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the
105 matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be
106 returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's
107 fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled. Buyer
108 15. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, Buyer and Seller agree that in the event
109 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received
110 by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any
111 proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into
112 a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.
113 16. TITLE CONVEYANCE: Title of Seller is to be conveyed by Trustee's Warranty Deed, and is to be
114 marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances
115 of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.
116 17. RISK OF LOSS: Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to
117 closing by Agreement, this Agreement shall be voidable at the option of Buyer.
118 18. CONDITION OF PROPERTY AT CLOSING: Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will
119 assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and
120 tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be
121 in present operating order and condition at the time of closing, unless otherwise agreed to in writing.
122 19. INSPECTION: Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker
123 or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and
124 knowledge obtained from Buyer's own investigation or personal inspection of the Property.
125 20. ADDITIONAL PROVISIONS: Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an
126 Addendum consisting of 1 page(s) and 2 exhibits, "A" & "B".
127 21. NOTARY PUBLIC: It is recommended signatures be notarized with a notary statement attached hereto.
128 22. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no
129 warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein
130 set forth.
131 23. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
132 24. ACCEPTANCE: Buyer's offer is made subject to the acceptance of Seller on or before (Date March 29, 99 and (Time midnight
133 If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

134 25. OTHER TERMS: See attached Exhibit B, "Additional Matters Of Agreement."
135 Included are all the water and water rights, ditch and ditch rights,
136 irrigation fixtures and equipment, all water permits, and all improvements
137 appurtenant to the land purchased.

138
139
140 The Seller pays the 6% real estate commission

141 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of Buyer Addendum(s) attached.)

142 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages

143 Buyer Signature Bruce J. Ranch Ltd. Ranch, by Roger [Signature] Buyer Signature [Signature]
144 Buyer (Print Name) Bruce J. Ranch Ltd. Ranch Buyer (Print Name) [Signature]
145 Date 4/1/99 Time _____ Phone # _____ Date _____ Time _____ Phone # _____
146 Address 4905 Hwy 73 Address _____
147 City Meridian State Id. Zip 83257 City _____ State _____ Zip _____

148 On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms
149 thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

150 ☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED ADDENDUM(S)

151 ☐ SEE ATTACHED COUNTER OFFER(S)

152 Seller Signature [Signature] Seller Signature [Signature]
153 Seller (Print Name) John E. Sells, Trustee for John E. Sells Family Trust Seller (Print Name) _____
154 Date _____ Time _____ Date _____ Time _____
155 Address PO BOX 7597 BRAS Address _____
156 City IDAHO FALLS State Id. Zip 83402 City _____ State _____ Zip _____
157 Hm. Ph. 775.831.7990 Bus. Ph. _____ Hm. Ph. _____ Bus. Ph. _____

158 A true copy of the foregoing Agreement, signed by Seller and containing the full and complete description of the premises,
159 is hereby received on this _____ Day of _____, 19____.

160 Buyer's Initials (_____) (_____)
161 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and
162 is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.
163 USE BY ANY OTHER PERSON IS PROHIBITED.

164 Copyright Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. All rights reserved.

165 C-RE 21 Revised - 12/97

166 Page 2 of 2

[Signature]

Exhibit A
Muleshoe Ranch
Legal Description

For the transaction by and between John E. Sells,
Trustee for the John E. Sells Family Trust, (seller)
And The Bar 13 Ranch Limited Partnership,
Sue and Ross Goddard, and Hilda Goddard, (buyer).

Dated March 18, 1999

Under Agreement ID# 48712 which replaced ID#48711

The property is described as an approximate 1160.5 acres located in Sections 5, 6, 7, 8, 17, and 18, T. 19 N., R.24E., B.M., and commonly referred to as the "Muleshoe" portion of the ranch, more particularly described as follows, to wit:

(A) "Muleshoe"

- (1) S2SW4, SW4SE4, Less 4 acres under RP#19N24E056000A, all in Section 5.
- (2) SE4SE4 of Section 6. RP#19N24E069000A
- (3) All of E2E2 of Section 7 lying East of hwy 28. RP#24E070003A
- (4) All of Section 8. RP#19N24E08000A
- ✓ (5) E2NE4, NW4NE4, NE4NW4, Section 17. RP#19NR24E170001A
- (6) W2W2 of Sec. 17, Less Tax # T-772. RP#19N24E173001A
- (7) Tax#T-876 in Section 18. RP#19N24E185402A
- (8) ALSO INCLUDING a 25 foot wide easement on the existing road which traverses, from west to east, across the north end of the SW4NE4 of section 17, and gives access from the Lemhi County road to the E2NE4 of section 17, T. 19N., R.24E., B.M. Together with the right to maintain said road to the extent buyer thinks appropriate.
- ✓ (9) Excepting Therefrom: All that portion of Section 17 lying west of highway 28.

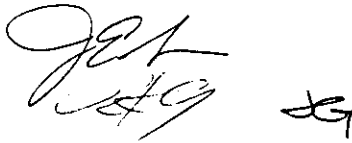
And also including all of Section 16, T.19N. R.24E., B.M., being approximately 653.92 acres, commonly referred to as the "Airport" portion of the ranch, more particularly described as follows, to wit:

(B) "Airport"

- (1) The E2 of Section 16. RP#19NR24E1600001A
- (2) E2W2 and Govt. Lots 1 and 2, and N1/2 of Lot 3 of Section 16. RP#19NR24E162400A
- (3) S1/2 of Lot 3, and lot 4 of Section 16. RP#19NR24E165450A

Together with all the range permits as described below:

- (1) All of the Warm Springs/Pattee Creek Allotment shall be transferred to the buyer.
- (2) Of the Agency Creek Allotment, all shall be transferred to the buyer **excepting therefrom** the Cow Creek portion which the Seller will retain. The Cow Creek portion is further described as, and is composed of, the Great White Sharkey



Pasture, The Lower Cow Pasture, The Sharkey Flats Pasture, and the U.Cow Pasture. (See attached Agency Creek Allotment map)

TRANSFER OF GRAZING PERMITS

Buyer and Seller understand that the process required by the Government Agencies to transfer Grazing Permits is as follows:

- (1) First the deeded land being sold must close through escrow and must be conveyed by Deed.
- (2) Then the permits being transferred are assigned by the seller back to the appropriate government agency.
- (3) The Government agency then reallocates the permits to the new owner of the base property to which the permits are tied.
- (4) Buyer and Seller further understand the permits are currently under the auspices of the Shiner Lease and the Government Agencies may delay the actual transfer of permits until such time as the Shiner lease expires.
- (5) Immediately after close of escrow Buyer and Seller agree to jointly visit the government agencies to fill out the proper forms for the transfer of said permits. Fees charged by the agencies shall be divided equally.

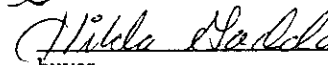
TRANSFER OF WATER RIGHTS

The following water rights shall be conveyed to the buyer, as they are identified by the Idaho Dept. of Water Resource ID numbers listed herein.

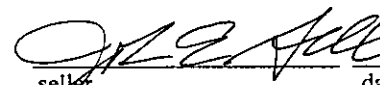
From the Lemhi River: 74-1790, 74-1791, 74-1792, 74-1793, 74-1789, 74-1788, and 74-1786. From Pattee Creek: 74-0223, 74-1787, 74-0228, 74-0225, 74-0222, and 74-0224. From Groundwater: 74-10235, 74-10236, 74-10239, 74-10237, 74-10233, 74-10234, and 74-10238.

BAR 13 Ranch LTD Part by


buyer
Mike Goddard
date 4/1/99


buyer
Mike Goddard
date 4/4/99


buyer
Mike Goddard
date 4/4/99


seller
John E. Sells, Trustee for the John E. Sells Family Trust
date 3/27/99

BAR 13 RANCH LTD PART. by

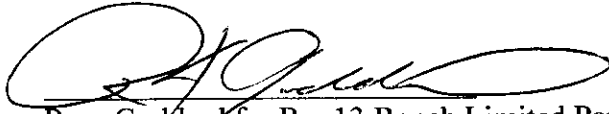




The two water-right numbers that are split:

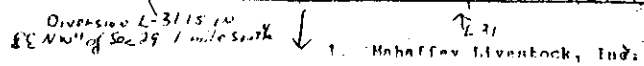
74-1789 and 74-1788: All that water for the portion of the SW4SW4 and the NW4SW4 of Section 17 that lies **East** of Highway 28 is to be transferred to Bar 13 Ranch Limited Partnership. All the water for that portion of the SW4SW4 and the NW4SW4 of Section 17 that lies **West** of Highway 28 is retained by John E. Sells.

Total Acres on the West side of the Highway in the SW4SW4 and the NW4SW4 of section 17 that is retained by John E. Sells is 12.954 acres. (See Attached Plat)



Ross Goddard for Bar 13 Ranch Limited Partnership

*Jennifer: These maps
show that portion of SW¹/₄SW¹/₄
and NW¹/₄SW¹/₄ of Sec. 17
retained by the seller,
John Sells.*

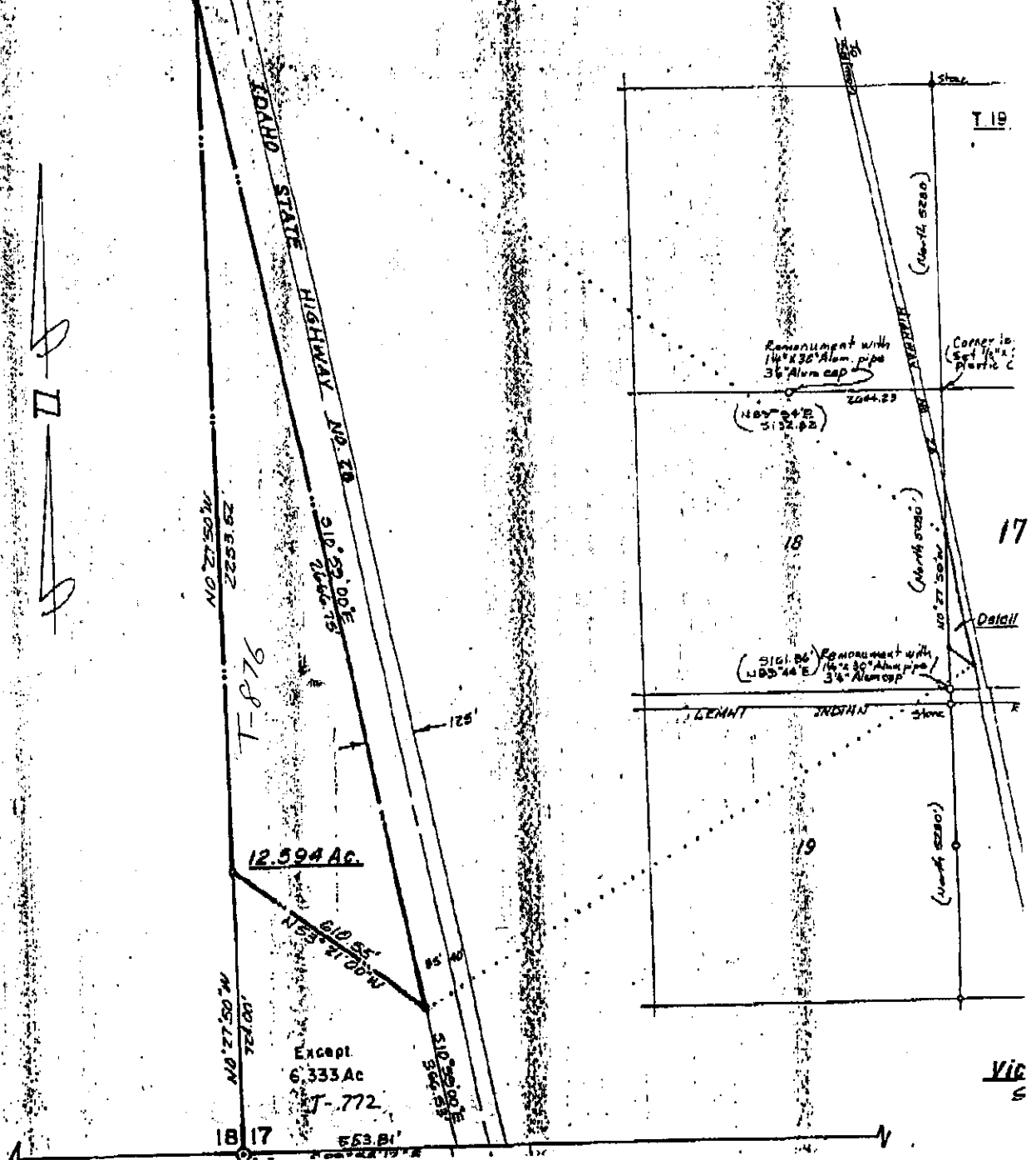


Jo. Cary C

12.594 ac

17-19-24

Located in



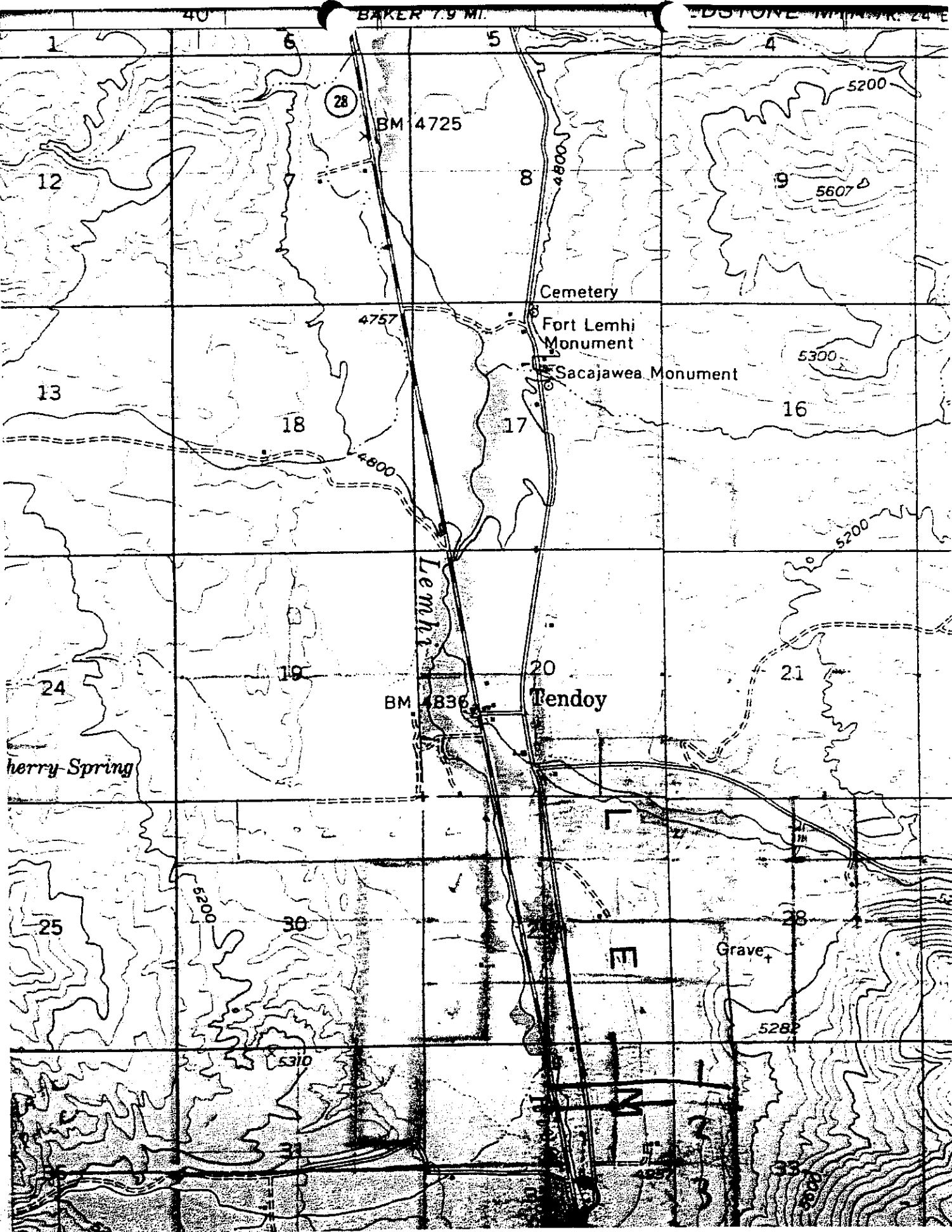
VIC
S

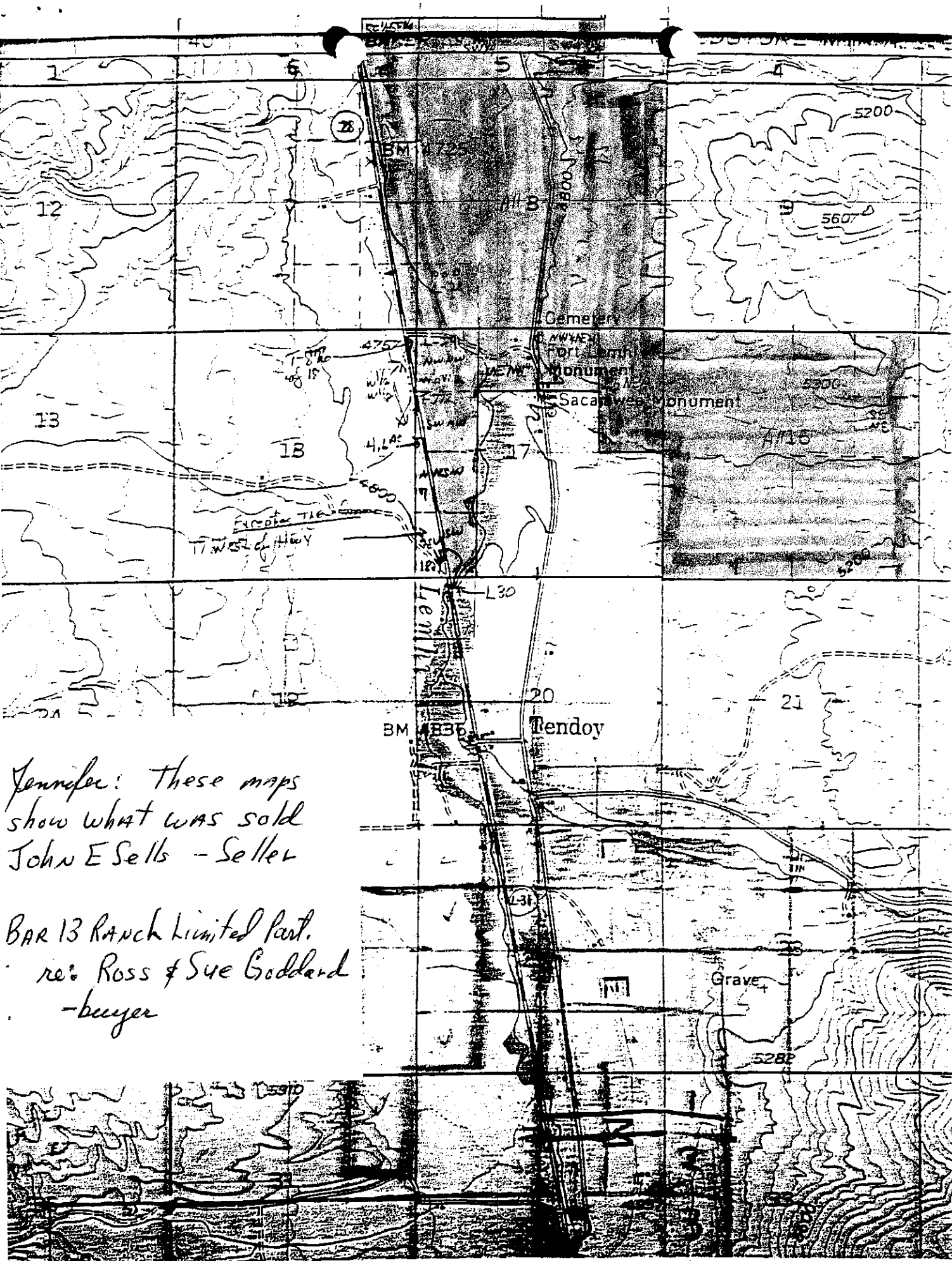
15

DIRECTOR
Ex-Officio
by **Quail**
FEE: 35

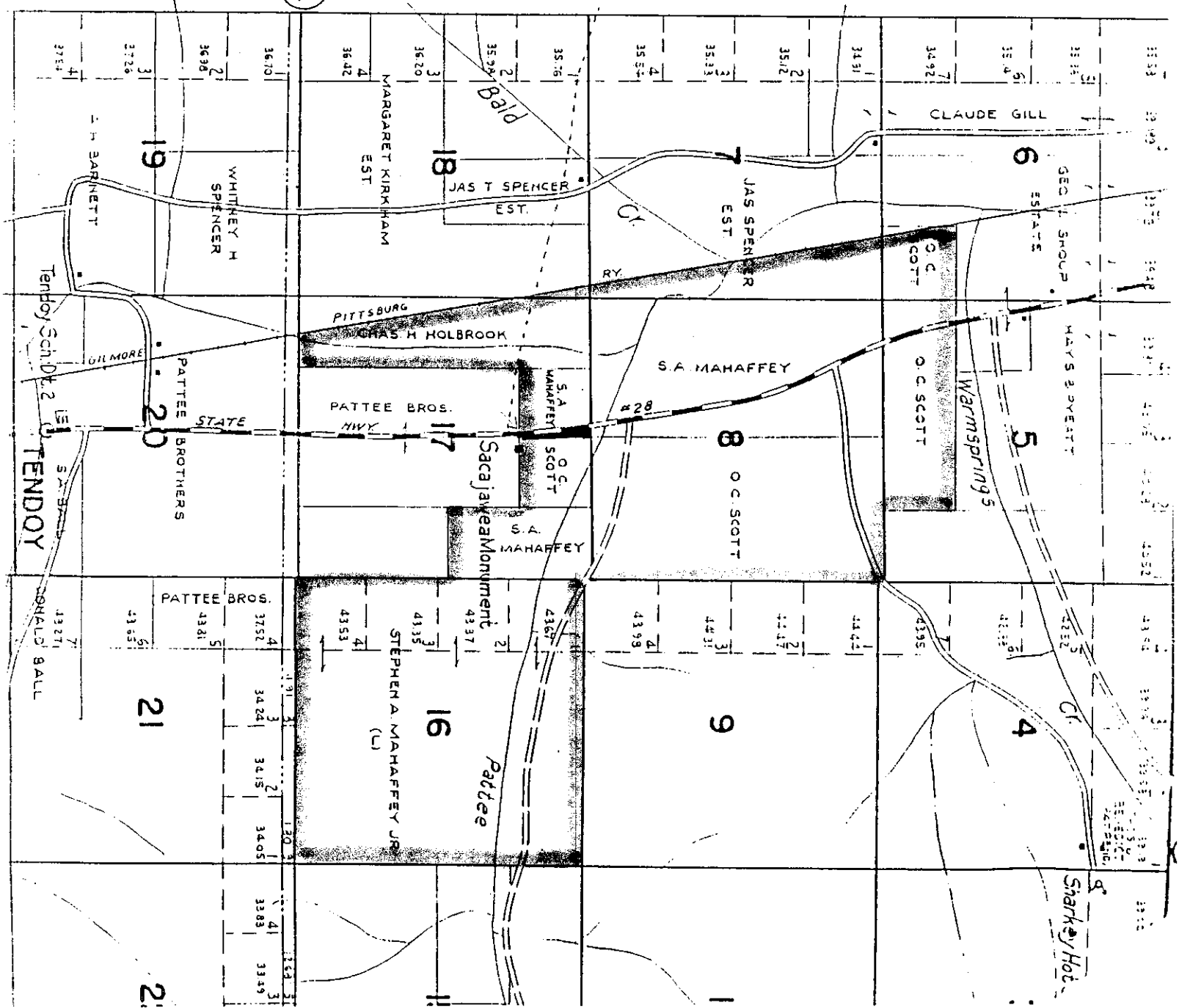
NOTE:
The org.
formed by
Reservists
in 1907 &
The basis
Plane Coon
B-17 Aztec
The high:
at the Idk







54



Warranty Deed

For Value Received

JOHN E. SELLS FAMILY TRUST, DATED JUNE 14, 1990, JOHN E. SELLS, TRUSTEE

the grantor, do hereby grant, bargain, sell and convey unto

BAR 13 RANCH LIMITED PARTNERSHIP, an Idaho partnership, as to a 75% interest
and HILDA GODDARD, a single person, as to a 25% interest

whose current address is

PO BOX 11
TENDON, ID 83468

the grantees, the following described premises, in LEMHI County Idaho, to wit:

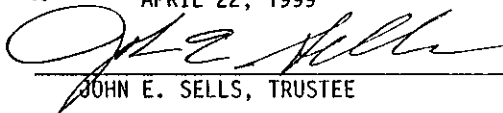
SEE ATTACHED EXHIBIT "A"

State of Idaho) SS No. 240285
County of Lemhi)
This instrument was filed for record at the request
of Alliance Title
at 2:26 clock p m. 4-22-99
and duly filed and indexed in the records of Lemhi
County Terri J. Morton
Ex-Officio Recorder
By Patricia Burns Deputy
Fee 9.00
Return to _____

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantees, that he is the owner in fee simple of said premises; that they are free from all incumbrances
Together with all ditch rights and water rights.

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: APRIL 22, 1999


JOHN E. SELLS, TRUSTEE

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____,
before me, a notary public in and for said State, personally appeared

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that
executed the same.

Residing at _____
Comm. Expires _____

Notary Public

STATE OF IDAHO, COUNTY OF LEMHI

On this 22nd day of April, 1999, before me a
Notary Public, in and for said state
personally appeared JOHN E. SELLS, known or
identified to me to be the person whose name
is subscribed to the within instrument as the
trustee of the JOHN E. SELLS FAMILY TRUST,
dated JUNE 14, 1990, and acknowledged to me
that he executed the same as such trustee.

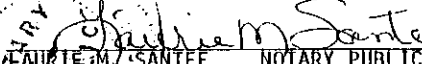

LAURIE M. SANTEE NOTARY PUBLIC
Residing at Salmon, Idaho
Comm. Expires: 6-19-2001

EXHIBIT "A"

PARCEL A:

TOWNSHIP 19 NORTH, RANGE 24 EAST. B.M., LEMHI COUNTY, IDAHO.

SECTION 5: SW1/4SE1/4, S1/2SW1/4

EXCEPTING THEREFROM, THAT PORTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY.

SECTION 6: SE1/4SE1/4

EXCEPTING THEREFROM, THAT PORTION LYING WITHIN U.S. HIGHWAY 28 RIGHT OF WAY

SECTION 7: ALL THAT PORTION OF THE E1/2E1/2 LYING EAST OF U.S. HIGHWAY 28

SECTION 8: ALL

EXCEPTING THEREFROM, THAT PORTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY

SECTION 16: ALL

SECTION 17: THE W1/2W1/2 LYING EAST OF U.S. HIGHWAY 28

ALSO INCLUDING:

THE NW1/4NE1/4 AND THE NE1/4NW1/4 OF SECTION 17.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE COUNTY ROAD RIGHT OF WAY.

SECTION 18: ALL THAT PORTION OF THE NE1/4NE1/4 AND THE SE1/4NE1/4 LYING EAST OF IDAHO STATE HIGHWAY NO. 28.

PARCEL B:

TOWNSHIP 19 NORTH, RANGE 24 EAST, B.M., LEMHI COUNTY, IDAHO.

SECTION 17: THE E1/2NE1/4

PARCEL C:

A PERPETUAL ROAD EASEMENT APPURTENANT TO PARCEL "B" FOR THE PURPOSES OF INGRESS AND EGRESS BEING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

THAT PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 24 EAST, BOISE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 17; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 17 A DISTANCE OF 15.00 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 17. A DISTANCE OF 765.20 FEET TO A POINT; THENCE SOUTH 54 DEGREES 57' EAST A DISTANCE OF 677.6 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 17, SAID POINT ALSO BEING THE POINT OF ENDING OF THE ABOVE DESCRIBED CENTER LINE.

Idaho Department of Water Resources

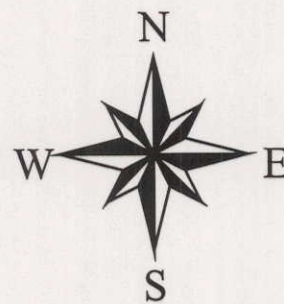
74-15024



0.06 0 0.06 0.12 0.18 0.24 Miles



T19N R24E S17



Prepared by Danni Smith
October 30, 2002
1993/94 True Color Aerial Photo

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 74-15024
Date Received: 1/29/2002
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

JOHN E SELLS Phone: (208)756-2690
BOX 34
TENDON ID USA 83468

2. Date of Priority: 12/06/1893

3. Source: LEMHI RIVER Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
19N	24E	20	NW NW	LEMHI	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.4	

7. Total Quantity Appropriated is:
0.4 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
19N	24E	17	NW SW	IRRIGATION	5.4
			SW SW	IRRIGATION	7.1
Section Acres					12.5
Total Acres					12.5

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 74-01789B.

15. Basis of Claim: Decreed

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 74-15024
Date Received: 1/29/2002
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

BAR 13 RANCH LTD PARTNERSHIP Phone: (208) 588-2514

PO BOX 11
TENDON ID USA 83468

2. Date of Priority: 12/06/1893

3. Source: LEMHI RIVER Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
19N	24E	20	NW NW	LEMHI	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.4	

7. Total Quantity Appropriated is:
0.4 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
19N	24E	17	NW SW	IRRIGATION	5.4
			SW SW	IRRIGATION	7.1
				Section Acres	12.5

A7415024



Total Acres 12.5

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 74-01789B.

15. Basis of Claim: Decreed

