

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-3447 C.					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Alank. Johnson
3929 Overland Rd. #840

4. New Owner/Claimant(s)

Boise ID 83715

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

Michael + Diane Berkson

City, State and ZIP Code

52 Sonshine Ln Boise ID 83716

New Telephone Number

208 336-2134

5. Date you acquired the property

03/03/97

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

Diane Berkson

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by JFWDate 10/26/04Fee 25.00Received by JFWDate 10/26/04Receipt No. W032344

Processed by _____ AJ

Date _____

WR _____

Date _____

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

In Re SRBA

Case No. 39576

Subcase No. 63-3447C

STANDARD FORM 5

STIPULATED ELEMENTS OF A
WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT(s):

~~Alan K. Johnson~~

Michael or Diane
Berkson

Diane Berkson Oct. 26, 2004
claimant Date

OBJECTOR(s):

USDI/Bureau of Reclamation

David Gehlert 7/13/04
Date
Trial Attorney, General Litigation Section
U.S. Dept. of Justice

Boise Project Board of Control

Albert P. Bar

Date _____

Attorney for Objector(s)

IDWR Concurrence:

David R. Tuttle

7/23/04

Date _____

Adjudication Supervisor

Susan Hamlin Nygard 7/22/07
Susan Hamlin Nygard Date

Susan Hamlin Nygard

Deputy Attorney General

CERTIFICATE OF MAILING

I certify that on Oct. 26, 2004, 2003, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. Copies to:

USDI Bureau of Reclamation
US Department of Justice
Environment & Natural Resources
550 West Fort Street, MSC 033
Boise, ID 83724

Albert P. Barker
Barker, Rosholt & Simpson LLP
P.O. Box 2139
Boise, ID 83701-2139

~~Alan K Johnson~~
~~3929 Overland Road, #840~~
~~Boise, ID 83715~~

Michael or Diane Berkson
52 Sonshine Ln
Boise, ID 83716

IDWR Repository
P.O. Box 83720
Boise, ID 83720

Diane Berkson
Signature of person or attorney mailing the form

08/12/2003

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-3447C
NAME AND ADDRESS: ALAN K JOHNSON
3929 OVERLAND RD #840
BOISE ID 83715

SOURCE: ASHTON GULCH CREEK TRIBUTARY: ROBIE CREEK

QUANTITY: 0.080 CFS
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF .10 CFS AND TO A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 39.1 AF. COMBINED RIGHT NOS.:
63-3447B & 63-3447D

PRIORITY DATE: 04/26/1965

POINT OF
DIVERSION: T04N R04E S30 SWNW Lot 2 Within BOISE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	4/01 10/15	0.080 CFS 30.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER
15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED.
THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 15 UNDER
THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO
SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY
DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR
THIS RIGHT.

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir and/or Lake Lowell as decreed in SRBA Case No. 39576.

PLACE OF USE: IRRIGATION Within BOISE County
T04N R04E S30 Lot 2 SWNW 7.0 T04N R04E S30 SENW 5.0

12 ACRES TOTAL

Doc
DL
Seber
APB

08/12/2003

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 15.2 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 63-3447B & 63-3447D

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO
LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION
42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Doc
DL
Sehr
11/15

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Boise Idaho Dec. 30 1996
 Michael K. Berkson and Diane R. Berkson
 (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
 Robie Creek, County of Boise, State of Idaho, commonly known as Ant Meadow 6 miles up Robie Creek
 legally described as see attached

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes a broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS \$100,000.00 one hundred thousand and no/100 DOLLARS (\$) payable as follows:

A. Earnest Money.
 (a) Buyer hereby deposits and a receipt is hereby acknowledged of 500.00 Dollars (\$ five hundred dollars) evidenced by: ☒ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or paid or delivered as earnest money in part payment of the purchase price for the premises.
 (b) Earnest Money to be deposited in trust account upon acceptance by all parties.
 (c) All Earnest Money shall be held by Pioneer Title for the benefit of the parties hereto, and n/a (Broker) shall hold the completely executed broker's copy of this agreement.
 B. Balance of purchase price to be paid as follows: \$20,000.00 down payment at closing. Seller to carry a note for \$70,000 to be paid as follows: payable in monthly installments of for 20 yrs at interest per annum

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of . If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.
 3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

n/a

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees. If any Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.
 5. It is hereby agreed that the "closing agent" for this agreement shall be Pioneer Title (Lynn) at #45, is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be March 15, 1997
 6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before March 15, 1997 and taxes and water assessments (using the last available assessment as a basis), real insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of closing

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: note shall carry no pre-payment penalty of \$500

9. The following items of property now on the premises are specifically excluded from the sale: Sellers personal property stored there
 The following items of personal property are specifically included in the sale: water pipeline from Ashton Gulch

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency:

Selling Agency:

Michael K. Berkson
 Buyer
 Diane Berkson
 Buyer's Address: HC33 BOX 1188 Boise, ID 83706
 Buyer's Phone: 208-336-2134

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of % of selling price or DOLLARS (\$) to the above named broker(s) for services.
 I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Don R. Johnson
 Seller
 Seller's Address: P.O. box 275, Golconda, NV.
 Seller's Phone: 808-385-9029 8914

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this day of 19

STATE OF IDAHO)
 County of) ss

On this day of 19, before me, the undersigned, a Notary Public in and for said State, personally appeared known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

BROKER'S COPY Notary Public for Idaho Residing at

Roylance & Associates P.A.

Berkson legal Desc,
Engineers • Surveyors • Landplanners

4619 Emerald, Suite D-2, Boise, Idaho 83706

Telephone (208) 336-7390 Fax (208) 336-7391

February 21, 1997
Project No. 1645

16.34 Acre Tract

A tract of land situated in the Northwest 1/4 of Section 30, Township 4 North, Range 4 East, Boise Meridian, Boise County, Idaho, described as follows:

Commencing at a found brass cap monumenting the Northwest Corner of said Section 30, thence following the northerly line of said Section 30 North 89°-45'-51" East a distance of 489.21 feet (formerly North 89°-20'-00" East a distance of 487.50 feet) to a found steel pin, thence leaving said northerly line South 44°-06'-30" East a distance of 496.24 feet (formerly 499.25 feet) to a found steel pin, thence North 89°-20'-00" East a distance of 100.00 feet to a found steel pin, thence North 36°-10'-00" East a distance of 261.60 feet to a found steel pin, thence South 22°-05'-00" East a distance of 205.07 feet to a found steel pin, thence South 56°-02'-00" East a distance of 668.16 feet to a found steel pin, thence South 39°-00'-00" East a distance of 163.89 feet to a found steel pin, thence South 21°-42'-23" West a distance of 367.33 feet to a found steel pin, thence North 43°-38'-31" West a distance of 92.96 feet to a found steel pin, thence South 49°-38'-46" West a distance of 139.14 feet to a found steel pin, thence South 25°-33'-40" West a distance of 148.02 feet to a found steel pin, thence South 10°-30'-15" West a distance of 148.56 feet to a found steel pin, thence South 71°-53'-23" East a distance of 274.08 feet to the POINT OF BEGINNING.

Thence South 54°-36'-49" West a distance of 812.23 feet to a set steel pin,
Thence South 00°-00'-00" East a distance of 590.47 feet to a set steel pin on the southerly line of the Northwest 1/4 of said Section 30,
Thence following said southerly line North 89°-15'-30" East
(formerly North 89°-12'-30" East) a distance of 1018.81 feet to a found steel pin,
Thence leaving said southerly line North 27°-30'-30" West a distance of 130.94 feet (formerly 130.04 feet) to a found steel pin,
Thence North 33°-30'-30" West a distance of 313.36 feet to a found steel pin,
Thence North 06°-50'-30" West a distance of 173.96 feet to a found steel pin,
Thence North 10°-20'-30" West a distance of 232.40 feet to a found steel pin,
Thence North 29°-49'-25" East a distance of 166.76 feet to a found steel pin,
Thence North 08°-54'-56" East a distance of 156.83 feet to a found steel pin,

z:\wordlex\1645\legat2.702

EXHIBIT A



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

ESCROW INSTRUCTIONS

Pioneer 1031 Company for
Seller: ALAN K. JOHNSON, an unmarried person
Buyer: MICHAEL K. BERKSON and DIANE R. BERKSON, husband and wife
Escrow No.: 154224 LB
Date: 02/28/97

Upon receipt of collected funds sufficient to close this transaction, PIONEER TITLE COMPANY OF ADA COUNTY is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller on the following conditions:

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that an OWNERS STANDARD title insurance policy in the amount of \$100,000.00 insuring Buyer and a MORTGAGEE'S title insurance policy can be issued insuring in an amount not exceeding \$0.00 subject to customary title exceptions, restrictive covenants, easements, and title exceptions 2 thru 8 set forth in title commitment No. 154224 which Buyer and Seller have read and hereby approve.
2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365 day year, unless the parties otherwise notify Pioneer Title of a different applicable period. Prorations shall be calculated based on the most recently available property tax, rental and insurance information received from the Seller or the Deed of Trust beneficiary or Mortgagee. All water, utility or other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due on any required loan payoffs different from that set forth in the closing statement may be deducted from the appropriate party's funds notwithstanding the amounts set forth in that closing statement.
3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer or purchase fire or other insurance for Buyer or Seller. All insurance needs of the parties shall be handled directly by the parties outside of escrow.
4. **DISPUTE:** If a dispute arises between Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint instructions by them, or to institute an interpleader action or otherwise await the entry of a court order or judgment determining the parties' rights to such dispute.
5. **DISBURSEMENTS:** Buyer and Seller agree to pay and reimburse Pioneer Title upon demand any sums paid or otherwise disbursed by it in reliance upon any check, draft or other item delivered to it as part of this closing, if such checks, drafts or other items are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fail to present for payment any check or instrument issued by Pioneer Title company within ninety (90) days from the date such check was issued, then Buyer and Seller authorize Pioneer Title Company to deduct the sum of Three Dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer or Seller.



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

Escrow Instructions, continued

6. AMENDMENTS: These Escrow Instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date, but if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close unless otherwise notified by all parties to this escrow.

7. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesman, mortgagee, deed-of-trust beneficiary, attorney or other agent upon request.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE AT THEIR OWN EXPENSE PRIOR TO CLOSING AND ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO THEIR ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

TRUSTEE'S RECONVEYANCE FEE: Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deeds of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee in this transaction and voluntarily agree to pay the reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

Michael K. Berkson
Michael K. Berkson

Diane R. Berkson

Pioneer 1031 Company by Robert E. Onnen, Vice-President

Alan K. Johnson
Read and Approved: Alan K. Johnson

PIONEER TITLE COMPANY OF ADA COUNTY

By Lynn Basura
LYNN BASURA
Escrow Officer



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

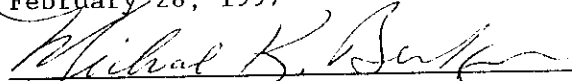
821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

ACKNOWLEDGMENT AND APPROVAL OF PLAT AND RESTRICTIVE COVENANTS

Re: Escrow No. 154224

With reference to the real estate transaction closing under the above-identified escrow number, the undersigned acknowledges receipt from Pioneer Title Company of Ada County of a copy of the plat of the property that is the subject of the said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

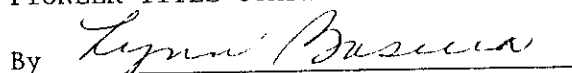
February 28, 1997


Michael K. Berkson


Diane R. Berkson

Received:

PIONEER TITLE COMPANY OF ADA COUNTY

By 
LYNN BASURA, Escrow Officer



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

1031 EXCHANGE DISCLAIMER

IT IS THE INTENTION OF THE UNDERSIGNED TO EFFECT A TAX DEFERRED EXCHANGE WITHIN THE MEANING OF SECTION 1031 OF THE INTERNAL REVENUE CODE. THE UNDERSIGNED HAVE INDEPENDENTLY CHOSEN THEIR INTERMEDIARY, FACILITATOR, OR EXCHANGOR TO BE USED IN THIS TRANSACTION, AND ESCROW HOLDER HAS NOT PARTICIPATED IN ANY WAY IN THE UNDERSIGNEDS SELECTION OF SUCH PARTY. ALL FUNDS OR OTHER PROPERTY RECEIVED WITH REGARD TO THE EXCHANGE ARE HELD BY THE PARTIES INTERMEDIARY OR OTHER FACILITATOR. THE PARTIES TO THIS ESCROW ACKNOWLEDGE AND CONFIRM THAT THEY HAVE NOT RELIED UPON ANY STATEMENT OR REPRESENTATIONS MADE BY ESCROW HOLDER, ITS OFFICERS, PRINCIPALS OR EMPLOYEES REGARDING THE LEGAL OR TAX IMPLICATIONS OF THIS TRANSACTION. THE UNDERSIGNED FURTHER CONFIRM THAT THEY ARE RELYING SOLELY ON THEIR OWN INQUIRY AND INFORMATION IN ENTERING INTO THIS TRANSACTION AND CONFIRM THAT THEY HAVE BEEN ADVISED TO SEEK INDEPENDENT COUNSEL OF THEIR OWN FROM AN ATTORNEY, ACCOUNTANT OR OTHER TAX ADVISOR WITH RESPECT TO THE INCOME TAX AND LEGAL RAMIFICATIONS OF THIS TRANSACTION. THE UNDERSIGNED PARTIES JOINTLY AND SEVERALLY, HOLD ESCROW AGENT AND ITS EMPLOYEES HARMLESS AND AGREE TO INDEMNIFY THEM FROM ANY CLAIM, EXPENSE, TAX, ASSESSMENT OR LIABILITY OF ANY NATURE OR KIND OR FROM ANY CLAIM WHATSOEVER, EXPRESS OR IMPLIED, WHETHER IN CONTRACT OR TORT, WHICH MAY BE ASSERTED AGAINST ESCROW AGENT NOW OR IN THE FUTURE BY ANY PERSON, FIRM, CORPORATION, GOVERNMENT AGENCY OR TAXING AUTHORITY ARISING FROM THIS TRANSACTION, INCLUDING ANY CLAIMS ARISING FROM THIS TRANSACTION NOT BEING TREATED AS A SECTION 1031 EXCHANGE.

THE UNDERSIGNED STATE AND CONFIRM THAT THEY HAVE READ THE FOREGOING DISCLAIMER AND UNDERSTAND THAT ESCROW AGENT WOULD NOT PROCEED TO CLOSE THIS TRANSACTION BUT FOR THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN THIS DISCLAIMER.

DATED: February 28, 1997

Pioneer 1031 Company by Robert E. Onnen, Vice-President

Alan K. Johnson

Read and Approved: Alan K. Johnson

Michael K. Berkson

Michael K. Berkson

Diane R. Berkson

Diane R. Berkson

Accepted and acknowledged:
PIONEER TITLE COMPANY OF ADA COUNTY

By _____
LYNN BASURA,
Escrow Officer



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

1031 EXCHANGE DISCLAIMER

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THE UNDERSIGNED STATE AND CONFIRM THAT THEY HAVE READ THE FOREGOING DISCLAIMER AND UNDERSTAND THAT ESCROW AGENT WOULD NOT PROCEED TO CLOSE THIS TRANSACTION BUT FOR THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN THIS DISCLAIMER.

DATED: February 28, 1997

Pioneer 1031 Company by Robert E. Onnen, Vice-President

Alan K. Johnson
Read and Approved: Alan K. Johnson

Michael K. Berkson
Michael K. Berkson

Diane R. Berkson
Diane R. Berkson

Accepted and acknowledged:
PIONEER TITLE COMPANY OF ADA COUNTY

By _____
LYNN BASURA,
Escrow Officer