

No Color
Documents
In File

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: **A63-29414**
Date Received: 6/ 7/1993
Receipt No: C027763
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: C ELWOOD WHITE 208-362-1435
Address: 3576 S CLOVERDALE RD
BOISE ID 83709

2. Date of Priority: NOV 12, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	01E	27	SW	NW			ADA

5. Description of diverting works:
168'X6" WELL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.080		
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.120 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 2 HOMES; STOCKWATER, 75 HEAD

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	01E	27	SW	NW		DOMEST	
			SW	NW		STOCK	

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

RECEIVED

JUN 07 1993

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

Department of Water Resources

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

CIVIL CASE NUMBER: 39576

Identification No. 103-29414Date Received 6-7-93Receipt Number CO27763CO28391 later

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW For Domestic and/or Stockwater Purposes Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) C. Elwood White Phone (208) 1-362-1435
Mailing Address 3576 S. Cloverdale Rd. Boise, Idaho Zip 83709

2. Date of Priority (Only one per claim) 11/12/1958 Month/Day/Year

3. Source of water supply (Check one) (☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 3N., S., Range 1E
Section 27, SW 1/4 of NW 1/4 of _____ 1/4, Govt. Lot _____, BM.,
County of ADA

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Drilled a 6 inch well 168 feet deep to replace an old 3 inch well in 1958

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For <u>Two houses</u>	purposes from <u>1/1</u> to <u>12/31</u>	Month/Day	Month/Day	amount <u>0.08</u> (cfs)
			<u>12/31</u>	
For <u>Livestock</u>	purposes from <u>1/1</u> to <u>12/31</u>	(Both dates are inclusive)		amount <u>0.04</u>

7. Total quantity claimed 0.12 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Two households (owners house and house for employee, 75 hd. of livestock

MICROFILMED

AUG 03 1994

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

10. Place of use is: Township: 3N. Range 1E.

Section 27, SW. 1/4 of NW. 1/4, Govt. Lot _____, B.M.,

for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? ADA

12. Do you own the property listed above as place of use? Yes ++++++ No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

(*) None or _____

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not ~~XXXXXX~~ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments One

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) E. Elwood White Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing

document in the space below as _____ of _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Ada)

SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 4th day of June 1993

SEAL

Notary Public Barbara Mumford

Residing at Boise, ID

My Commission Expires 8-95

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

MICROFILMED

AUG 03 1994

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

ADJUDICATION CLAIM REVIEW CHECKLIST

-1-92

CLAIMANT'S NAME C. Elwood WhiteCLAIM IDENT. NO. Ab3-29414DATE RECEIVED 6-7-93 RECEIPT # C027163 FEE PAID \$ 25.- FEE REQ'D \$ 75.-
C028391 late 55.-

	YES	NO	Required Info?
Is the name and address complete with zip code?	☒	☐	*
Is a priority date entered?	☒	☐	*
Is the priority date acceptable in view of mandatory filing dates? See Adjudication Memos #1 and #4 to determine if a Permit is required.	☒	☐	*
(a) Is a source entered?	☒	☐	*
(b) Is a tributary to entered? (if required)	☒	☐	N/A
Is the legal description of the p.d. sufficient?	☒	☐	*
Is there a description of the diverting works?	☒	☐	
Are the water uses appropriate for the form? The short form is limited to D/S uses. Other uses must be filed on the long form. Note: If stockwater stor. or instream stockwater are filed on the short form & all items complete, do not return claim.	☒	☐	*
Is the period of use included?	☒	☐	
Is a quantity claimed for each use?	☒	☐	*
Is a total quantity claimed entered?	☒	☐	
If required is a consumptive use entered?	☒	☐	N/A
Is the consumptive use correct?	☒	☐	N/A
Are the non-irrigation uses listed showing # of homes, hd. of stock?	☒	☐	*
If multiple domestic, is single ownership indicated?	☒	☐	
Is (are) the place(s) of use and purpose(s) indicated?	☒	☐	*
Is (are) the county(ies) entered?	☒	☐	
Is the ownership of p.u. checked?	☒	☐	
Are other water rights listed or "none" indicated?	☐	☐	
If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)	☒	☐	N/A
Is the basis of the claim indicated?	☒	☐	
If the basis of claim is shown as license, permit, or decree is the existing water right no. listed?	☒	☐	N/A
If yes, compare claim w/existing right and attach proof report noting any differences in comments.	☐	☐	
If no, was water right no. found?	☐	☐	*
If the basis of claim is shown as beneficial use, or not marked, are there existing water rights shown in our records using the legal description or name on the claim?	☒	☐	N/A
(If yes, attach a proof report & complete number change)	☐	☐	
NOTE: If the claim is for dom/stock this check is not as necessary unless it is located within an area where dom/stock rights were decreed.			
If the claimant requested a monthly docket sheet, was the fee paid?	☒	☐	N/A
Is the claim signed by the claimant, and is the signature appropriate?	☒	☐	undated *
Has the claim been signed, sealed, and dated by a notary?	☐	☐	
Was this claim filed on time?	☐	☐	
(Check ML3 for date mailed-not all were mailed on the planned date)			
If no, was an extension of time filed & approved?	☒	☐	late fee paid Aug 3 1994
Is the fee enclosed correct?	☒	☐	Exempt *

MICROFILMED

	YES	NO
3. Is this claim being rejected and returned to claimant?	<u>Hold for late fee</u>	<u>late fee</u>
4. Can this claim be data entered?	<u>✓</u>	<u>—</u>
5. Was claim modified?	<u>—</u>	<u>✓</u>
If yes, do modifications require notification to claimant?	<u>—</u>	<u>—</u>

Note: Modifications made must be explained in comments stating where the information for any changes was found.

Claim reviewed by: A/ Date 08-06-93
 Claim data entered by: A/ Date 08-18-93

REQUIRED INFORMATION IS INCOMPLETE SEE INSTRUCTIONS TO DECIDE WHETHER
 THE CLAIM NEEDS TO BE RETURNED OR IF IT CAN BE MODIFIED. IF IT MUST BE
 RETURNED INSTRUCTIONS WILL SPECIFY WHICH FORM LETTER TO USE.

Comments: _____

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

RIGHT NUMBER: 63-29414

NAME AND ADDRESS: RICK WHITE
3576 S HERITAGE AVE
BOISE ID 83709

~~C ELWOOD WHITE~~
~~3576 S CLOVERDALE RD~~
~~BOISE ID 83709~~

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.120 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 11/12/1958

POINT OF DIVERSION:

T03N R01E S27 SWNW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1/01 12/31	0.080 CFS
STOCKWATER	1/01 12/31	0.040 CFS

Domestic use is for 2 homes.

PLACE OF USE: STOCKWATER Within ADA County

T03N R01E S27 SWNW

DOMESTIC Within ADA County

T03N R01E S27 SWNW

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.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Stockwater use is for 75 range cattle.

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

Water Rights: 63-29414

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following administrative proceeding:

☐ Address change

XX Substitution of Party

☐ IC § 42-222 transfer

☐ Point of diversion

☐ Place of use

☐ Period of use

☐ Nature of use

☐ Split of water right

☐ Change in ownership

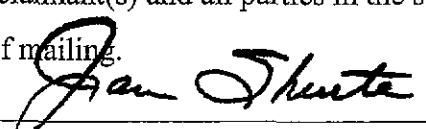
☐ Other

☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: April 21, 2006


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 21, 2006, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

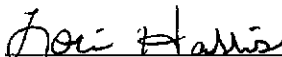
3. Copies to all parties to the subcase:

Rick White
3576 S. Heritage Ave.
Boise ID 83709

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

C Elwood White
3576 S. Heritage Ave.
Boise ID 83709

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 21, 2006

RICK WHITE
3576 S HERITAGE AVE
BOISE ID 83709

Re: Water Right No. 63-29414

Dear Mr. White:

Enclosed is a copy of the above referenced water right, which reflects the change in ownership of the land and appurtenant water rights, covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water right, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:l
Enclosures

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.

RECEIVED
 APR 11 2006
 DEPARTMENT OF
 WATER RESOURCES

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
63-29414					

RECEIVED
 APR 13 2006
 WATER RESOURCES
 WESTERN REGION

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

ORIGINAL

- 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) C. Elwood White
3576 S. Heritage Ave. Boise, 83709
4. New Owner/Claimant(s) Rick White
Name Connector (Check one): [] and, [] or, [] and/or
 New Mailing Address 3576 S. Heritage Ave
 City, State and ZIP Code Boise, Idaho 83709
 New Telephone Number 208) 871-1536
5. Date you acquired the property _____

SCANNED
 APR 12 2006

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) Bick White
(include title if applicable) _____

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 [Signature] Date 4-14-06 Fee N/A
 Receipted by _____ Date _____ Receipt No. _____
 Processed by [Signature] AJ Date 4-17-06 WR _____ Date _____

SCANNED

APR 12 2006

208954

WARRANTY DEED

FOR VALUE RECEIVED C & H, LLC

the Grantors, do hereby grant, bargain, sell and convey unto RICK WHITE, a single man

the Grantee, whose address is 3576 S. CLOVERDALE, BOISE, ID

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2002 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: December 11, 2001

C & H, LLC
BY HEARTLAND DEVELOPMENT, LLC

BY JOHN LAUDE, SR., MANAGER

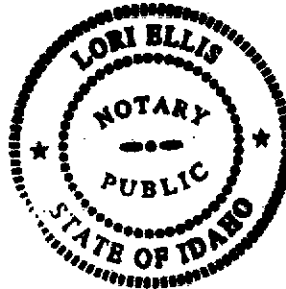
STATE OF IDAHO
COUNTY OF CANYON

On this 19th day of December, 2001,
before me, a notary public, personally appeared JOHN LAUDE,
SR., known to me to be the person(s) whose name(s) is/are
subscribed to the within instrument as Managing member of
HEARTLAND DEVELOPMENT, LLC, the managing member of
C & H, LLC and acknowledged to me that he/she/they executed
the same as such Managing Member of HEARTLAND
DEVELOPMENT, LLC the managing member of C & H, LLC.

Lori Ellis
Notary Public

Residing at NAMPA, Idaho

My commission expires: 3-2-2006 09-02-04



PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

SCANNED

APR 12 2006

EARL & ASSOCIATES, INC.
SURVEYORS, ENGINEERS & PLANNERS
314 BADIOLA STREET
CALDWELL, IDAHO 83605

TELEPHONE: (208) 454-8256
FAX: (208) 454-8979
Email: rgray@earlandassoc.com

FOR: John Laude
JOB NO.: OC0401
DATE: December 4, 2001
REV: December 10, 2001

PROPERTY DESCRIPTION

A parcel of land being a portion of the SW 1/4 NW 1/4 of Section 27, Township 3 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the SW corner of said SW 1/4 NW 1/4, (West 1/4 corner), said corner monumented with a 3 inch diameter brass disk;

Thence N. 0° 26' 10" E., a distance of 654.33 feet along the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. 89° 33' 50" E., a distance of 243.00 feet perpendicular to the west boundary of said SW 1/4 NW 1/4 to the POINT OF BEGINNING;

Thence N. 0° 26' 10" E., a distance of 27.83 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence N. 89° 33' 50" W., a distance of 15.00 feet to a point;

Thence N. 0° 26' 10" E., a distance of 30.00 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. 89° 33' 50" E., a distance of 15.00 feet to a point;

Thence N. 0° 26' 10" E., a distance of 116.26 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. 89° 33' 50" E., a distance of 222.56 feet to a point;

Thence N. 0° 26' 10" E., a distance of 20.16 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence 22.74 feet along the arc of a 50.00 foot radius tangent curve left with a central angle of 26° 03' 14" and tangents of 11.57 feet, the long chord of which bears S. 62° 05' 47" E., a distance of 22.54 feet to a point;

SCANNED

APR 12 2006

EART & ASSOCIATES, INC.
SURVEYORS, ENGINEERS & PLANNERS
Page 2 of 2
Exception Parcel Revision

Thence S. 0° 26' 10" W., a distance of 122.78 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. 61° 57' 21" W., a distance of 128.06 feet to a point;

Thence N. 89° 33' 50" W., a distance of 130.00 feet to the POINT OF BEGINNING.

This parcel contains 0.90 acres more or less.

TOGETHER WITH a temporary 28.00 foot wide Ingress-Egress access easement to cease and terminate upon completion, installation and dedication of a public street as shown on proposed Avonell Subdivision. Said easement more particularly described as follows:

Commencing at the SW corner of said SW 1/4 NW 1/4, (West 1/4 corner), said corner monumented with a 3 inch diameter brass disk;

Thence N. 0° 26' 10" E., a distance of 677.21 feet along the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. 89° 33' 50" E., a distance of 33.00 feet perpendicular to the west boundary of said SW 1/4 NW 1/4 to a point on the easterly right of way of S. Cloverdale Road, said point being the POINT OF BEGINNING of said easement;

Thence N. 0° 26' 10" E., a distance of 14.07 feet parallel with the west boundary of said SW 1/4 NW 1/4 and along said easterly right of way to a point;

Thence N. 84° 35' 44" E., a distance of 196.02 feet

Thence S. 0° 26' 10" W., a distance of 28.15 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

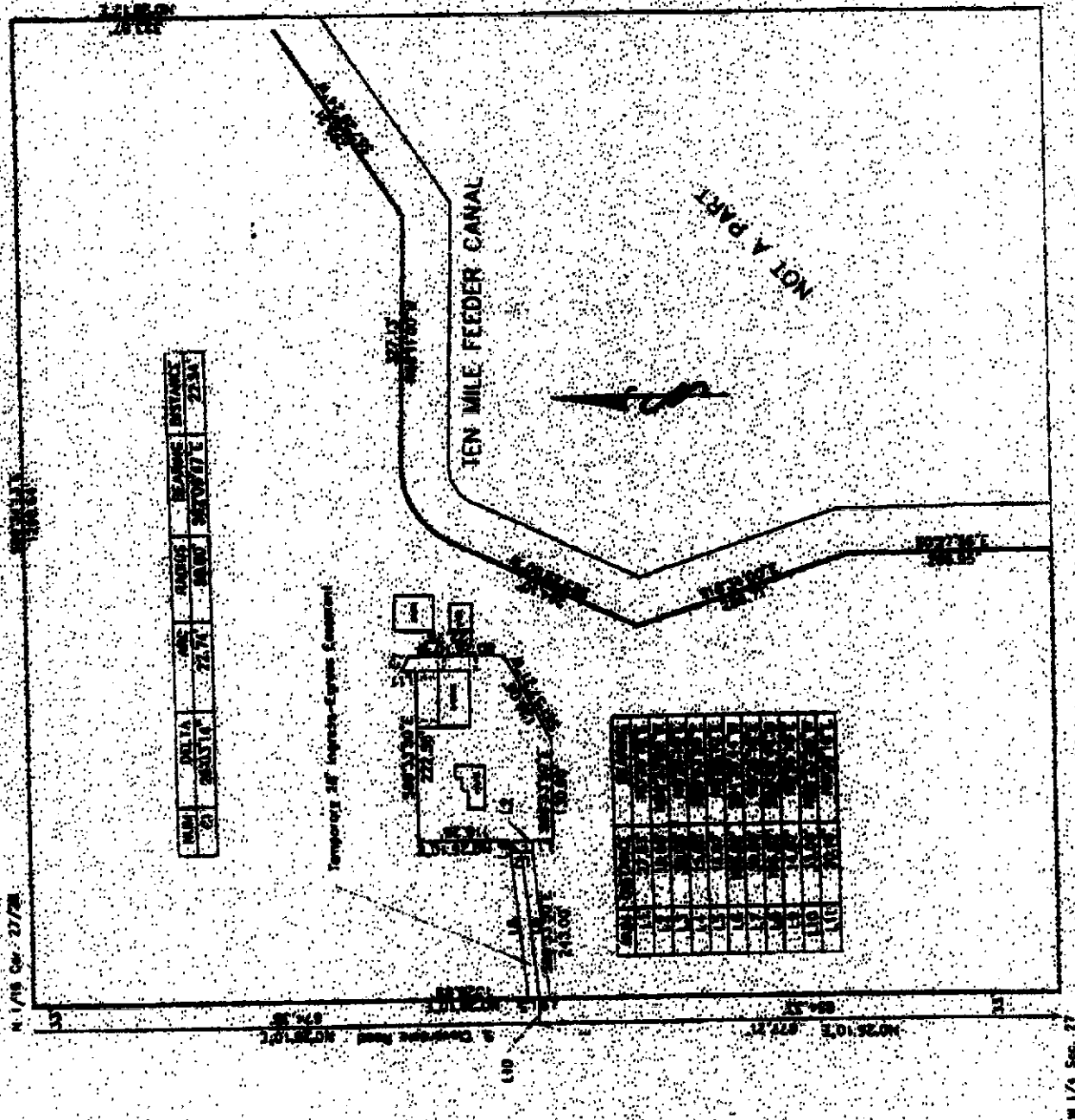
Thence S. 84° 35' 44" W., a distance of 196.02 feet to a point on the easterly right of way of said S. Cloverdale Road;

Thence N. 0° 26' 10" E., a distance of 14.07 feet parallel with the west boundary of said SW 1/4 NW 1/4 and along said easterly right of way to the POINT OF BEGINNING.

Also, this parcel is subject to all easements and rights-of-way of record or implied.

SCANNED
APR 12 2006

EXHIBIT

[illegible]

SCANNED

APR 12 1968

ADA COUNTY RECORDER
J. DAVID NAVARRO

2001 DE 28 PM 2:28

RECORDED - REQUEST OF

FEE 15.00 DEPUTY M. J. Gault

101138483

PIONEER TITLE

**This sheet has been added to document
to accommodate recording information.**

SCANNED

APR 12 2006

A parcel of land being a portion of the SW 1/4 NW 1/4 of Section 27, Township 3 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the SW corner of said SW 1/4 NW 1/4, (West 1/4 corner), said corner monumented with a 3 inch diameter brass disk;

Thence N. $0^{\circ} 26' 10''$ E., a distance of 654.33 feet along the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. $89^{\circ} 33' 50''$ E., a distance of 243.00 feet perpendicular to the west boundary of said SW 1/4 NW 1/4 to the POINT OF BEGINNING;

Thence N. $0^{\circ} 26' 10''$ E., a distance of 27.83 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence N. $89^{\circ} 33' 50''$ W., a distance of 15.00 feet to a point;

Thence N. $0^{\circ} 26' 10''$ E., a distance of 30.00 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. $89^{\circ} 33' 50''$ E., a distance of 15.00 feet to a point;

Thence N. $0^{\circ} 26' 10''$ E., a distance of 116.26 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence S. $89^{\circ} 33' 50''$ E., a distance of 222.56 feet to a point;

Thence N. $0^{\circ} 26' 10''$ E., a distance of 20.16 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;

Thence 22.74 feet along the arc of a 50.00 foot radius tangent curve left with a central angle of $26^{\circ} 03' 14''$ and tangents of 11.57 feet, the long chord of which bears S. $62^{\circ} 05' 47''$ E., a distance of 22.54 feet to a point;

~~Thence N. $0^{\circ} 26' 10''$ E., a distance of 116.26 feet parallel with the west boundary of said SW 1/4 NW 1/4 to a point;~~

Thence S. $61^{\circ} 57' 21''$ W., a distance of 128.06 feet to a point;

Thence N. $89^{\circ} 33' 50''$ W., a distance of 130.00 feet to the POINT OF BEGINNING.

SCANNED

APR 12 2006



COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT.

ID# 25427

DATE 04/06/01

1. REAL ESTATE OFFICES:

Listing Agency N/A

Selling Agency N/A

Listing Agent Name N/A

Selling Agent Name N/A

Phone # (Office) N/A (Home) N/A

Phone # (Office) N/A (Home) N/A

2. REPRESENTATION CONFIRMATION:

In this transaction, the Brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n) N/A For the Buyer.

Selling Broker acted as a(n) N/A For the Buyer.

In this transaction, the Brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n) N/A For the Seller.

Selling Broker acted as a(n) N/A 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. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

3. BUYER: Heartland Development, LLC and or assigns

(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 3576 S. Cloverdale

City of Boise
County of Ada, Idaho legally described as: Parcel #3300 of SW4 NW4 N&W of canal
exc R/W

5. PRICE/TERMS: Total Purchase Price is See Addendum Dollars (\$ See Addendum).

a) \$ 10,000.00 cash down payment, including Earnest Money deposit.
b) \$ See Addendum Balance of the purchase price to be paid as follows: see addendum #1

6. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Ten thousand Dollars (\$ 10,000.00). Evidenced by: ☐ Cash ☐ Check ☐ Cashier's Check ☐ Note or Company Check
b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by Pioneer Title of Nampa for the benefit of the parties hereto. The responsible Broker shall be N/A

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: All real property rights, easements and water rights. Items specifically excluded in this sale: N/A

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.
BUYER's Initials [Signature] Date 4/9/2001 SELLER's Initials [Signature] Date 4/9/2001

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County 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.

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

C-RE 21 revised August 1999

Page 1 of 3

SCANNED

APR 12 2006

73 PROPERTY ADDRESS: 3576 S. Cloverdale

ID# 25427

74

75 8. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction
76 or waiver of the following conditions:
77 see addendum #1

78

79

80

81

82

83

84 Buyer will have until 60 days from acceptance of contract to satisfy or waive all conditions and/or contingencies.

85 9. TITLE COMPANY/CLOSING AGENCY: a) The parties agree that Pioneer Title Company shall provide any required
86 Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be Pioneer of Nampa. Each party agrees to
87 pay one-half of the Closing Agency's fee.

88 10. TITLE INSURANCE: ☐ BUYER ☒ SELLER to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's
89 Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by BUYER SELLER. Title Company to provide all parties
90 to this Agreement with a preliminary Title Report on or before 30 Days. Buyer shall have until 15 days to object in writing to the
91 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
92 10 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
93 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
94 be deemed to have accepted the condition of the title.

95 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
96 made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer.

97 The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

98 11. ESCROW/COLLECTION: If a long-term escrow/collection is involved, then the escrow/collection holder shall be N/A.
99 Each party agrees to pay one-half of escrow/collection fees.

100 12. CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to
101 complete the sale. The closing date shall be no later than see addendum #1. "Closing Date" means the date on which all documents
102 are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.

103 13. POSSESSION/PRORATION: Buyer shall be entitled to possession on the day of closing or closing. Taxes and
104 water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations
105 assumed and utilities shall be prorated as of the day of closing or closing. Any tenant deposits held by Seller shall be
106 credited to Buyer at closing.

107 14. DEFAULT: If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages
108 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 the
109 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 of Seller
110 and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's
111 fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided that the amount to be paid
112 to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept
113 the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If
114 Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller's Broker on behalf of Seller and Buyer
115 related to the transaction, including, without limitation, the costs of Brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and
116 attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If Seller defaults, having approved said sale and fails
117 to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of title insurance,
118 escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other
119 lawful right or remedy to which Buyer may be entitled.

120 15. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this
121 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and
122 fees on appeal.

123 16. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, Buyer and Seller agree that in the event
124 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by
125 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 proceeding, or
126 at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent
127 jurisdiction and shall recover court costs and reasonable attorney's fees.

128 17. TITLE CONVEYANCE: Title of Seller is to be conveyed by warranty deed or warranty deed, and is to be marketable and
129 insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit,
130 rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.

131 18. RISK OF LOSS: Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to closing
132 by Agreement, this Agreement shall be voidable at the option of Buyer.

133

134 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

135 BUYER's Initials () Date 4/1/00 SELLER's Initials () Date

136 JOAN A. LOVDE SELLER

137 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed
138 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
139 of REALTORS®.

140 USE BY ANY OTHER PERSON IS PROHIBITED.

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

142 C-RE 21 revised August 1999

143 Page 2 of 3

SCANNED

APR 12 2006

144 PROPERTY ADDRESS: 3576 S. Cloverdale

ID# 25427

145

146 19. CONDITION OF PROPERTY AT CLOSING: Buyer agrees to purchase the Property in as-is-condition, where is, with all faults. Buyer will
147 assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear
148 excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be in present
149 operating order and condition at the time of closing, unless otherwise agreed to in writing.

150 20. INSPECTION: Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker or
151 Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and knowledge
152 obtained from Buyer's own investigation or personal inspection of the Property.

153 21. ADDITIONAL PROVISIONS: Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an Addendum
154 consisting of 2 page(s).

155 22. NOTARY PUBLIC: It is recommended signatures be notarized with a notary statement attached hereto.

156 23. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no
157 warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein set
158 forth.

159 24. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

160 25. ACCEPTANCE: Buyer's offer is made subject to the acceptance of Seller on or before (Date) 04/9/01 and (Time) 12:00 PM If Seller does
161 not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

162 26. OTHER TERMS: see addendum #1

163

164

165

166

167

168

169 27. BUYER'S SIGNATURES.

170 ☒ BUYER'S SIGNATURES SUBJECT TO ATTACHED BUYERS' ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

171
172 BUYER Signature [Signature] BUYER Signature _____

173
174 BUYER (Print Name) John A. Laude Sr., Manager BUYER (Print Name) _____

175
176 Date _____ Time 10:00 Phone # 465-6178 Date _____ Time _____ Phone # _____

177
178 Address 214 12th Ave. South Address _____

179 City Nampa State Idaho Zip 83651 City _____ State _____ Zip _____

180 28. SELLER'S SIGNATURES:

181 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
182 thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

183

184 ☐ SELLER'S SIGNATURES SUBJECT TO ATTACHED COUNTER OFFER

☐ SEE ATTACHED COUNTER OFFER

185 ☐ SELLER'S SIGNATURES SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT

☒ SEE ATTACHED ADDENDUM/AMENDMENT

186 ☐ SELLER'S SIGNATURES SUBJECT TO ATTACHED "SELLERS RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM

187
188 SELLER Signature [Signature] SELLER Signature _____

189
190 SELLER (Print Name) C. Elwood White SELLER (Print Name) _____

191
192 Date _____ Time _____ Date _____ Time _____

193
194 Address _____ Address _____

195 City _____ State _____ Zip _____ City _____ State _____ Zip _____

196 Hm. Ph. _____ Bus. Ph. _____ Hm. Ph. _____ Bus. Ph. _____

197

198 29. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

199 A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on
200 Date _____ Time _____

201
202 BUYER: John A. Laude Sr., Manager BUYER: _____

203

204

205 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 3 Pages.

206 BUYER's Initials [Signature] Date 4/9/01 SELLER's Initials [Signature] Date _____

207 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed
208 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
209 of REALTORS®.

210

211

USE BY ANY OTHER PERSON IS PROHIBITED.

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

213 C-RE 21 revised August 1999

214 Page 3 of 3

SCANNED

APR 12 2006

Addendum/Amendment #1

THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING.

This is an ADDENDUM ☒ or an AMENDMENT ☐ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: April 6, 2001 **ID#** 25427

ADDRESS: 3576 S. Cloverdale Rd.

BUYER(S): Heartland Development, LLC and or assigns

SELLER(S): C. Elwood White

The undersigned Parties hereby agree as follows:

1. Purchase price to be Seven Hundred Thirty Thousand Dollars and no/100 (\$730,000.00) plus the appraised value of the house and shop for approximately 23 +/- acres on Cloverdale Rd. Purchase price for the House, and Shop shall be determined by an appraisal paid for by the Seller and to be sold in as is condition, appraisal to take place within 30-days from the acceptance of this agreement by all parties.
2. Buyer to deposit Ten Thousand Dollars & no/100 (\$10,000.00) earnest money into a trust account held by Pioneer Title.
3. Buyer to have a 60-day feasibility period from the acceptance of this agreement by all parties. Upon the completion of the feasibility period, Buyer to release the earnest money to the Seller. Said earnest money to be non-refundable and applicable to the purchase price. Should Buyer in its sole discretion disapprove of the feasibility in writing prior to the expiration of the 60-day period the \$10,000.00 earnest money deposit to be returned to Buyer.
 - a. Feasibility period to end June 7, 2001
4. Buyer to close on or before December 31, 2001.
5. Buyer to release to Seller \$50,000.00 non-refundable and applicable to the purchase price each 60-days following the completion of the 60-day feasibility period until closing.
 - a. The \$50,000.00 payments to be made on the following dates.
 - i. August 6, 2001
 - ii. October 5, 2001
 - iii. December 4, 2001

SCANNED

APR 12 2006

CEW
VFA
For Title Insurance MCD

6. This offer is subject to the approval of preliminary plat map, and Buyer's acceptance of development approval conditions. All approval and engineering costs shall be at Buyer's expense.
7. Buyer to exercise due diligence in obtaining development approvals.
8. To Seller's best knowledge, there are no toxic substances or deposits of underground tanks that would restrict the development of this property.
9. Buyer, engineer, and surveyor have the right to access the property and to proceed with platting, engineering design and approvals at Buyer's expense from the date of acceptance of this agreement.
10. Purchase price to be adjusted up or down from 23 acres at \$31739.13 per acre according to engineer's survey of actual acreage.
11. Should Buyer fail to close on or before the time stipulated in this agreement or make the necessary payments as noted in paragraph five Buyer and Seller shall have no further obligation to one another, and Seller will be free to openly market the property.
12. All parties understand that the title to the real estate is currently held in revocable trust by First Security Bank for C. Elwood White
13. John A. Laude Sr., a principal in this transaction, is a licensed Real Estate Broker in the State of Idaho.
14. This agreement may not be changed or altered without signatures by both Buyer and Seller.
15. Seller's and Buyer's heirs and assigns are bound by this agreement.

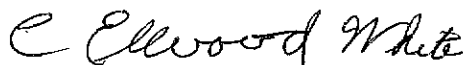
The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned agreement.

Buyer: JOHN A. LAUDE SR. Manager Date: 9 APRIL 2001

Signature:  FOR JOHN A. LAUDE SR. MGR

Seller:

Date:

Signature:  C. Elwood White

SCANNED

APR 12 2006



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING

ID# 11204

DATE 04/06/01

1. REAL ESTATE OFFICES:

Listing Agency N/A Selling Agency N/A
Listing Agent Name N/A Selling Agent N/A
Phone #(office) N/A (home) N/A Phone #(office) N/A (home) N/A

2. BUYER: Rick White

(Hereinafter called "BUYER")

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS 3576 S. Cloverdale Rd City Boise County Ada Idaho, Zip 83709

legally described as: ☐ See Addendum

OR ☐ Legal Description Attached: Attachment must accompany original offer.

3. TOTAL PURCHASE PRICE: See Addendum

DOLLARS,

\$ TBD payable upon the following TERMS AND CONDITIONS (Not including closing costs) :

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing

\$ 100.00 A. EARNEST MONEY: Buyer hereby deposits One hundred DOLLARS as Earnest

Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note due ☒ other Personal Check
and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☒ other Pioneer Title for the benefit of the parties hereto, and N/A (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be N/A

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 31 through 59, fill blanks with N.A.

\$ N/A

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA
☐ RD ☐ OTHER N/A FIRST LOAN of \$ N/A not including mortgage insurance, with interest not to exceed N/A % for a period of N/A year(s) at: ☐ fixed rate ☐ other N/A
BUYER shall pay no more than N/A point(s) plus origination fee if any. SELLER shall pay no more than N/A point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally.

BUYER shall apply for such loan within N/A business day(s) of SELLER's acceptance. Within N/A business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

\$ N/A

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ TBD

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual

balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.
BUYER's Initials RC Date 4/6/01 SELLER's Initials JK Date 4/6/01

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County 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®.

FOR JOHN A. LAUSD SR BY ANY OTHER PERSON IS PROHIBITED.

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

R.E.21 EFFECTIVE DATE 08/00

MANAGER

FOR JOHN A. LAUSD SR MGR

SCANNED

APR 12 2006

69
70 PROPERTY ADDRESS: 3576 S. Cloverdale Rd.ID#: 1120471
72 5. ADDITIONAL TERMS AND/OR CONDITION: see addendum73
74
75
76 6. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.77 7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE
78 PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached
79 television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows,
80 storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
81 fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation
82 fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or
83 used in connection with the premises and shall be included in the sale unless otherwise provided herein.

84 The following additional items are specifically:

85 A. INCLUDED IN THIS SALE: see addendum86
87
88
89
90 B. EXCLUDED IN THIS SALE: see addendum91
92
93
94
95 8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
96 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental
97 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
98 money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist
99 unless otherwise specified in this Agreement.100
101 9. TITLE INSURANCE:102 (A) TITLE COMMITMENT: Prior to closing the transaction, ☐ SELLER or ☒ BUYER shall furnish to BUYER a commitment of a title
103 insurance policy showing the condition of the title to said premises. BUYER shall have N/A business day(s) from receipt of the commitment or
104 not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If
105 BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is
106 not marketable, or cannot be made so within N/A business day(s) after notice containing a written statement of defect is delivered to SELLER,
107 BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal
108 fees, if any.109 (B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance
110 policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects
111 elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard
112 coverage policy is limited to matters of public record.113 (C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender will require that BUYER (Borrower) furnish an
114 Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against
115 certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only
116 protects the lender.117 (D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens
118 (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims
119 if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal
120 obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk
121 to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy
122 is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.123 Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.124
125 (E) The parties agree that Pioneer of Nampa Title Company shall provide title policy and preliminary report of
126 commitment.127
128 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages
129 BUYER's Initials [Signature] Date 4/9/01 SELLER's Initials [Signature] Date 4-9-01130
131 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and
132 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®.

133 USE BY ANY OTHER PERSON IS PROHIBITED.

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

SCANNED

APR 12 2006

138
139 **PROPERTY ADDRESS:** 3576 S. Cloverdale Rd. ID# 11204140 **10. INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER
141 shall, within N/A business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is
142 strongly advised to exercise these rights and to make Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the
143 entire property.144 **BUYER'S acceptance of the condition of the property is a contingency of this Agreement**145 **FHA INSPECTION REQUIREMENT, if applicable:** "For your protection: Get a Home Inspection", HUD 92564-CN must be signed on or before
146 execution of this agreement.147 BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 147 to 163148 **SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:**149 1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to
150 have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c)
151 assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.152 2. If BUYER does within the strict time period specified give to Seller written notice of items disapproved of, Buyer shall provide to Seller pertinent
153 section(s) of written inspection reports. SELLER shall have N/A business day(s) in which to respond in writing. The SELLER, at their option, may
154 correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS
155 letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.156 3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being
157 responsible for correcting these deficiencies or giving the SELLER written notice within N/A business days that they will not continue with the transaction
158 and will receive their Earnest Money back.

159 4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

160 5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected
161 to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
162 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless
163 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any
164 governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.165
166 **SQUARE FOOTAGE VERIFICATION:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR
167 IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION
168 PERIOD.169
170 **11. SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of
171 this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure
172 Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A173 **12. LEAD PAINT DISCLOSURE:** The subject property ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
174 hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet,
175 "Protect Your Family From Lead in Your Home". (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with
176 all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent
177 upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than N/A or the contingency will
178 terminate. (d) That BUYER hereby ☒ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on
179 the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint
180 and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit
181 will be returned to BUYER.182 **13. FINAL WALK THRU:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk thru inspection of
183 the Premises approximately N/A day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any
184 repairs agreed to in writing by BUYER and SELLER have been completed and Premises are in substantially the same condition as on acceptance date of
185 this contract. SELLER shall make Premises available for the final walk thru and agrees to accept the responsibility and expense for making sure all the utilities
186 are turned on. If BUYER does not conduct a final walk thru, BUYER specifically releases the Broker(s) of any liability.187 **14. ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this
188 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees
189 on appeal.190 **15. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event
191 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the
192 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 proceeding, or at Broker's
193 or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and
194 shall recover court costs and reasonable attorneys' fees.195 **16. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R.'S):** BUYER is responsible to obtain and review a copy of the C.C.& R.'s (if
196 applicable). BUYER has reviewed C.C.& R.'s. ☐ Yes ☐ No ☒ N/A197 **17. SUBDIVISION HOMEOWNER'S ASSOCIATION:** BUYER is aware that membership in a Home Owner's Association may be required and BUYER
198 agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be
199 subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed
200 Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ N/A per N/A201 **18. RISK OF LOSS:** Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire
202 or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

203 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

204 BUYER's Initials REW Date 4-9-07 SELLER's Initials MD Date 4-9-07205
206 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and
207 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®.208 **USE BY ANY OTHER PERSON IS PROHIBITED.**

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

210 **SCANNED**

APR 12 2007

212

213 PROPERTY ADDRESS: 3576 S. Cloverdale Rd.

ID# 11204

214

215 19. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

216 20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by
217 law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.218 SELLER agrees to pay up to \$ N/A lender repair costs only.

219 BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

220

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	☒				Title Ins. Standard Coverage Owner's Policy	☒			
Appraisal Re-Inspection Fee				☒	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				☒
Closing Escrow Fee	☒				Title Ins. Extended Coverage Owner's Policy				☒
Lender Document Preparation Fee				☒	Homeowner's Expanded Coverage Endorsement				☒
Flood Certification/Tracking Fee				☒	Septic/Well Inspection				☒
Lender Required Inspections				☒	Septic Pumping				☒
Tax Service Fee	☒				Survey		☒		
Attorney Contract Preparation				☒	Fuel in Fuel Tank - Amount to be Determined by Supplier				☒
					Additional Homeowner Association Setup/Transfer Fee				☒

221

222 21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which
223 shall together constitute one and the same instrument.224 22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior
225 Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or
226 representations not expressly set forth herein shall be binding upon either party.227 23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission
228 shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by
229 signing an original document.

230 24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
231 damages 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
232 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker
233 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection
234 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 that
235 the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree
236 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 be
237 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 by
238 SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow
239 fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.
240 If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to
241 him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This
242 shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

243 25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may
244 be provided to the County Assessor's Office by either party or by either party's Broker.

245 26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

246 27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete
247 this transaction. The closing shall be no later than (Date) December 31, 2001

248 The parties agree that the CLOSING AGENCY for this transaction shall be Pioneer Title Co. of Nampa249 If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

250 28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. Closing means the date
251 on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and
252 water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities
253 shall be pro-rated as of closing.

254
255 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

256 BUYER's Initials [Signature] Date 4/9/01 SELLER's Initials [Signature] Date 4-9-01

257 JOAN A. LAVER SR. MGR. JOAN A. LAVER SR. MGR.

258 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and
259 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®.

260 USE BY ANY OTHER PERSON IS PROHIBITED.

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

262 R.E.21 EFFECTIVE DATE 08/00

SCANNED

APR 12 2003

265
266 **PROPERTY ADDRESS:** 3576 S. Cloverdale Rd. **ID#** 11204

267
268 **29. SPECIAL CONSIDERATIONS AND CONTINGENCIES:** This Agreement is made subject to the following special considerations and/or
269 contingencies which must be satisfied prior to closing: see addendum

270
271 **30. REPRESENTATION CONFIRMATION:**

272 In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

273
274 Listing broker acted as a(n) N/A for the BUYER.

275
276 Selling broker acted as a(n) N/A for the BUYER.

277 In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

278
279 Listing broker acted as a(n) N/A for the SELLER.

280
281 Selling broker acted as a(n) N/A for the SELLER.

282 Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship
283 confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY
284 UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN
285 AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency
286 relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a
287 SEPARATE signed written agreement as required by Idaho statute to create that relationship.

288 **31. ACCEPTANCE:** BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 4/10/01 and (Time) 12:00
289 If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

290
291 **32. BUYER'S SIGNATURES:** I/We further acknowledge receipt of a true copy of this Agreement.

292 ☒ **BUYER'S SIGNATURES SUBJECT TO ATTACHED BUYER'S ADDENDUM(S):** 1 (Specify number of BUYER addendum(s) attached.)

293
294 BUYER Signature _____ BUYER Signature _____

295
296 BUYER (Print Name) Rick White BUYER (Print Name) _____

297
298 Date _____ Time _____ Phone# _____ Date _____ Time _____ Phone# _____

299
300 Address 3576 S. Cloverdale Rd. Address _____

301
302 City Boise State Id Zip 83709 City _____ State _____ Zip _____

303
304 **33. SELLER'S SIGNATURES:**

305 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 thereof on the part of the
306 SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

307 ☐ **SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER** ☐ **SEE ATTACHED COUNTEROFFER**

308 ☐ **SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT** ☒ **SEE ATTACHED ADDENDUM/AMENDMENT**

309 ☐ **SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED "SELLERS RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM**

310
311 SELLER Signature [Signature] SELLER Signature _____

312
313 SELLER (Print Name) Heartland Development, LLC SELLER (Print Name) _____

314
315 Date _____ Time _____ Phone# _____ Date _____ Time _____ Phone# _____

316
317 Address 214 12th Ave. South Address _____

318
319 City Nampa State ID Zip 83651 City _____ State _____ Zip _____

320
321 **34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:**

322 A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on

323 Date _____ Time _____

324
325 BUYER: Rick White BUYER: _____

326
327 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages

328 BUYER's Initials [Signature] Date 4/9/01 SELLER's Initials [Signature] Date 4-9-01

329
330 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and
331 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®.

332 **USE BY ANY OTHER PERSON IS PROHIBITED.**

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

334 R.E.21 EFFECTIVE DATE 08/00

SCANNED

APR 12 2006

Addendum/Amendment #1

THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING.

This is an **ADDENDUM X** or an **AMENDMENT** ☐ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: April 6, 2001 ID# 11204

ADDRESS: 3576 S. Cloverdale Rd.

BUYER(S): Rick White

SELLER(S): Heartland Development, LLC

The undersigned Parties hereby agree as follows:

1. Buyer to deposit One Hundred Dollars & no/100 (\$100.00) earnest money to be held by Pioneer Title Trust Account until closing.
2. Buyer to close simultaneously with the closing of the 23+/- acres that Heartland Development, LLC is purchasing from C. Elwood White.
3. The purchase price for the house and shop shall be determined by an appraisal paid for by the Buyer within 30-days from the acceptance of this agreement by both parties.
4. The Ingress and Egress point and actual lot size to be agreed upon by both Buyer and Seller. Lot size to be approximately one-acre +/-.
5. At no time shall Seller block access to the property and Buyer shall have available ingress and egress to the property at all times.
6. Seller to provide to the House and Shop those utilities that may be available to the subdivision such as sewer, water, gas, underground power, and pressure irrigation at no cost to the Buyer. Seller shall hook up the sewer, and underground power to the house and shop at no cost to the Buyer.
7. Seller to provide an easement for the septic sewer system until such time that Seller provides municipal sewer service to the residence and shop. Said easement shall be abandoned upon municipal sewer service being available and connected with the house and shop. The existing domestic well and well rights shall be sold with the residence.
8. Seller to provide to the Buyer at no cost to the Buyer a paved driveway and shop yard during the construction of the development.

[Handwritten signatures and initials]
for John A. Law
4/9/01
4-9-01
SCALD

APR 12 2001

9. John A. Laude Sr., a principal in this transaction, is a licensed Real Estate Broker in the State of Idaho.

10. This agreement may not be changed or altered without signatures by both Buyer and Seller.

11. Seller's and Buyer's heirs and assigns are bound by this agreement.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned agreement.

Buyer:

Rick White

Date:

4-09-01

Signature:

Rick White

Seller:

HEARTLAND DEVELOPMENT, LLC

Date:

4/09/01

Signature:

[Signature]

For JOHN A. LAUDE SR. Manager

SCANNED

APR 12 2006

214 12th Ave. South
Nampa, ID. 83651
Phone (208)465-6178
Fax (208)465-6179

Heartland Development, LLC

Fax

To: Stephen L. Pruss

From: Kevin F. Amar

Fax: 1-206-223-2230

Pages: 13

Phone:

Date: 6 April 2001

Re: Elwood White

CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● **Comments:** Here are the offers that we have prepared for Elwood White. At your request we have separated the sale of the house and one acre to Rick White and the purchase of the entire parcel from Elwood. The first five pages following the cover sheet are the offer that we are making to the Elwood for his property including the house. The last seven pages are the agreement for Rick White to purchase the house and one acre from Heartland Development, LLC. If you have any questions please feel free to contact me at (208) 371-9189

Kevin Amar

SCANNED

APR 12 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

December 21, 2005

KARL J. DREHER
Director

RECEIVED

C ELWOOD WHITE
3576 S HERITAGE AVE
BOISE ID 83709-3765

APR 11 2006

Department of Water Resources

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim to a Water Right #63-3141, 63-29414, 2-2192 and 2-2199

Dear Claimant:

Mail we sent to you was returned undeliverable. We have enclosed the returned mail. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, list any other water rights you have, and return this letter by January 13, 2005. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water right claim(s) referenced above, please call this office toll-free at 1/800-451-4129 so we can contact the new owner(s) regarding their water right(s) and updating our records.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosure:

Returned Mail

#####

The address is correct as shown above or as otherwise changed.

C. Elwood White
Water Right Holder's Signature

362.1435

Telephone No.

SCANNED

APR 12 2006

11/19/2002

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-29414

NAME AND ADDRESS: C ELWOOD WHITE
3576 S CLOVERDALE RD
BOISE ID 83709

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.120 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 11/12/1958

POINT OF DIVERSION:

T03N R01E S27 SWNW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1/01 12/31	0.080 CFS
STOCKWATER	1/01 12/31	0.040 CFS
DOMESTIC USE IS FOR 2 HOMES.		

PLACE OF USE: DOMESTIC Within ADA County

T03N R01E S27 SWNW

STOCKWATER Within ADA County

T03N R01E S27 SWNW

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.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use

STOCKWATER USE IS FOR 75 RANGE CATTLE.

**Land Records**
[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)
Property Details for Parcel S1127233600

- [Main Page](#)
- [Property Search](#)
- [Online Map](#)
- [Contact Us](#)
- [Disclaimer](#)
- [Help Index](#)
- [FAQ](#)
- [About Us](#)
- [Image Documents](#)
- [Old interactive map](#)

General Information

Property Acres: 0.907
Zone Code: R4
Primary Code Area: 62 Tax Districts
Group Type: SECT
Subdivision: 3N 1E 27
Section: 3N1E27

Property Description

PAR #3600 @ CTR POR OF SW4NW4
 N&W OF CANAL
 SEC 27 3N 1E
 #223300-S

Property Address

3576 S CLOVERDALE RD
 BOISE, ID 83709


[Click to View Interactive Map](#)
Assessor Links

- [Assessor Main Page](#)
- [Administration](#)
- [Information](#)
- [Appraisal](#)
- [Exemptions and Reductions](#)
- [Motor Vehicles](#)
- [Levy Rates](#)

Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method
Primary	120-RESIDENTIAL TRACT	0.907	\$62,400	MARKET
Primary	340-RES IMPROVEMENT	0.000	\$117,000	COST

Total Assessed Value: \$179,400

Parcel Valuation History

Assessed value for year 2004 \$179,400
Assessed value for year 2003 \$172,100
Assessed value for year 2002 \$167,500

Ada County Links

- [Ada County Home Page](#)
- [Commissioners](#)
- [Treasurer](#)
- [Clerk/Auditor/Recorder](#)
- [Development Services](#)
- [Human Resources](#)

Property Characteristics

Residential
 Land

[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)

[Contact Us](#) | [Help Index](#) | [Disclaimer](#) | [About Us](#)

AJ5856NP

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

DATE: AUG-21-1997
PAGE: A-489

RIGHT NUMBER: 63-29414

NAME & ADDRESS: C ELWOOD WHITE
3576 S CLOVERDALE RD
BOISE ID 83709

SOURCE: GROUNDWATER

QUANTITY: 0.12 CFS

PRIORITY DATE: 11/12/1958

POINT OF DIVERSION: T03N R01E S27 SWNW Within ADA County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.04 CFS
	DOMESTIC DOMESTIC, 2 HOMES; STOCKW	01-01 12-31	0.08 CFS

PLACE OF USE: STOCKWATER Within ADA County
T03N R01E S27 SWNW

DOMESTIC Within ADA County
T03N R01E S27 SWNW

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

CO27763- \$25



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

August 10, 1993

C. Elwood White
3576 S. Cloverdale Rd.
Boise, ID 83709

RE: Snake River Basin Adjudication (SRBA)
Ada County - Notice of Claim Form

Dear Mr. White:

Your Notice of Claim form referenced above has been received, but postmarked after the filing deadline for Ada County. This September 8, 1989, filing deadline was noted on the Commencement Notice you received. The statutes governing the adjudication provide that late fees be assessed to encourage prompt filing of the Notices of Claims. Idaho Code para. 42-1409(8) sets these fees at \$50.00 or 15%, whichever is greater. The late fees applicable to your claim would be \$50.00. If you feel you have a compelling reason for not complying with this deadline, you may request an extension of time and waiver of the fees. I have enclosed a form for your possible use in this matter.

We will suspend for 30 days the processing of your claim until the late fees are paid or waived. After 30 days your fees will be refunded unless an extension is filed or late fees are paid as set forth above. You may resubmit another claim within the next year by submitting \$75.00 (\$25.00 filing fee plus late fees in the amount of \$50.00) unless the law relative to late fees is changed.

Please do not hesitate to contact this office if you have any questions or concerns.

Sincerely,

Roxanne McCarthy
Sr. Water Resource Agent
Adjudication Bureau

RM:sf:state:tf

Enclosures:

Receipt #C027763

Request for Extension of Time

MICROFILMED

AUG 03 1994