

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 63-32685
Date Received: 12/28/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

SUSAN L MONTIERTH Phone: (208)463-8163
825 HEARTLAND DR
NAMPA ID USA 83686

EDWARD RAY MONTIERTH Phone: (208) 989-8310
825 HEARTLAND DR
NAMPA ID USA 83686

HERBERT R MONTIERTH JR Phone: (208)407-2243
6312 S ZITHER AVE
BOISE ID USA 83709

THE ESTATE OF GOLDA D MONTIERTH Phone: (208)463-8163
825 HEARTLAND DRIVE
NAMPA ID USA 83686

2. Date of Priority: 04/17/1961

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	03W	14	NE NE	CANYON	

5. Description of diverting works:

SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.52	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	03W	14	NE	NE	IRRIGATION	26
Section Acres						26
Total Acres						26

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

THE DIVERSION WORKS CONSIST OF A WELL, PUMP & MOTOR, THE WATER IS DISCHARGED INTO AN OPEN POND. THE POND WATER IS PUMPED TO SPRINKLER SYSTEM.

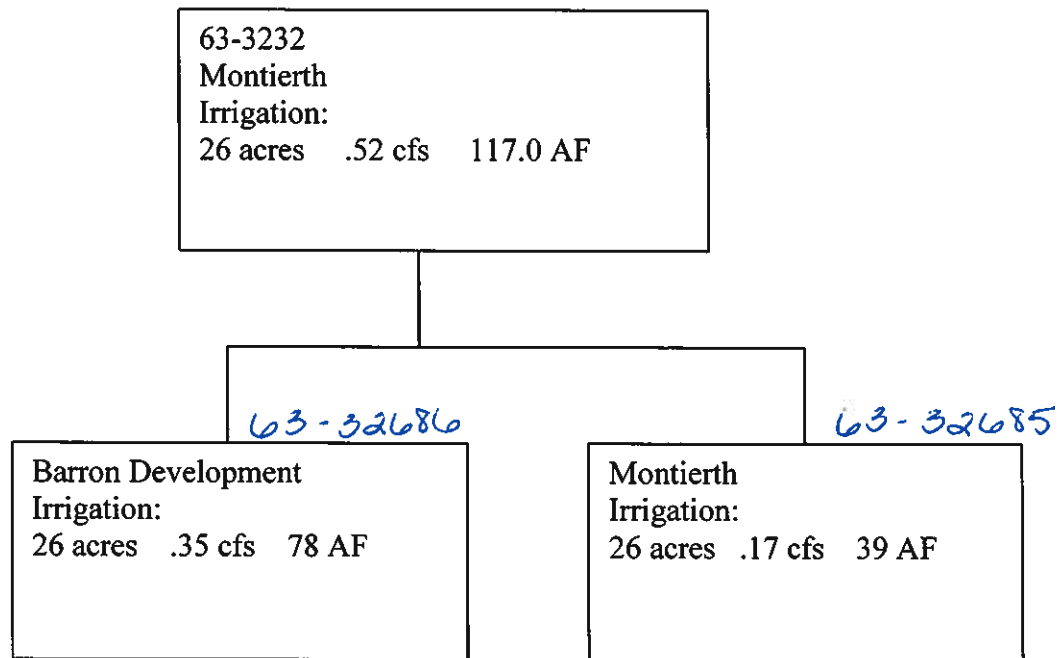
CHANGE IN OWNERSHIP 9-27-2006

CHANGE IN OWNERSHIP 9/20/05 LG

This right is a split from former right 63-3232 .

15. Basis of Claim: License

CORRECTED CHANGE OF OWNERSHIP SPLIT
FOR 63-3232



Make both water rights a PPU

ADD:

K06 for Barron Development: limit acres to 17.3

K06 for Montierth: limit acres to 8.7

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 63-3232
Date Received: 12/28/1989
Receipt No: N003518
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BARRON DEVELOPMENT LLC Phone:
1605 S. KIMBALL AVE #101
CALDWELL ID USA 83605

2. Date of Priority: 04/17/1961

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	03W	14	NE NE	CANYON	

5. Description of diverting works:

SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.52	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	03W	14	NE	NE	IRRIGATION	26
					Section Acres	26
					Total Acres	26

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

THE DIVERSION WORKS CONSIST OF A WELL, PUMP & MOTOR, THE WATER IS DISCHARGED INTO AN OPEN POND. THE POND WATER IS PUMPED TO SPRINKLER SYSTEM.

CHANGE IN OWNERSHIP 9/20/05 LG

CHANGE IN OWNERSHIP 9-27-2006

15. Basis of Claim: License

RECEIVED

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

AUG 02 2006

WATER RESOURCES
WESTERN REGION

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
63-3232		17.42 ac.			
63-3599A		9.38 ac.			
63-32077		105.86 ac.			
~~63-32077~~					
63-7156A		80.4 ac.			

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) Edward Bay Montierth, Susan L. Montierth, Herbert A. Montierth
Estate of Golda S. Montierth
825 Heartland Dr. Nampa, ID 83686
4. New Owner/Claimant(s) Barron Development LLC
Name Connector (Check one): ☐ and ☐ or ☐ and/or
- New Mailing Address 1605 S. Kimball Ave. #101
- City, State and ZIP Code Caldwell, ID 83605
- New Telephone Number 208 454-0189
5. Date you acquired the property June 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 <u>63-323d</u>		
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		<u>17.42 ac.</u>
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 <u>63-3599A</u>		
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		<u>9.30 ac.</u>
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) Salvatore
(include title if applicable) Managing Member

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 <u>lg</u>	Date <u>8/2/00</u>	Fee <u>0</u>	
Receipted by <u>lg</u>	Date <u>9/27/00</u>	Receipt No. _____	
Processed by <u>lg</u>	AJ Date _____	WR _____	Date _____

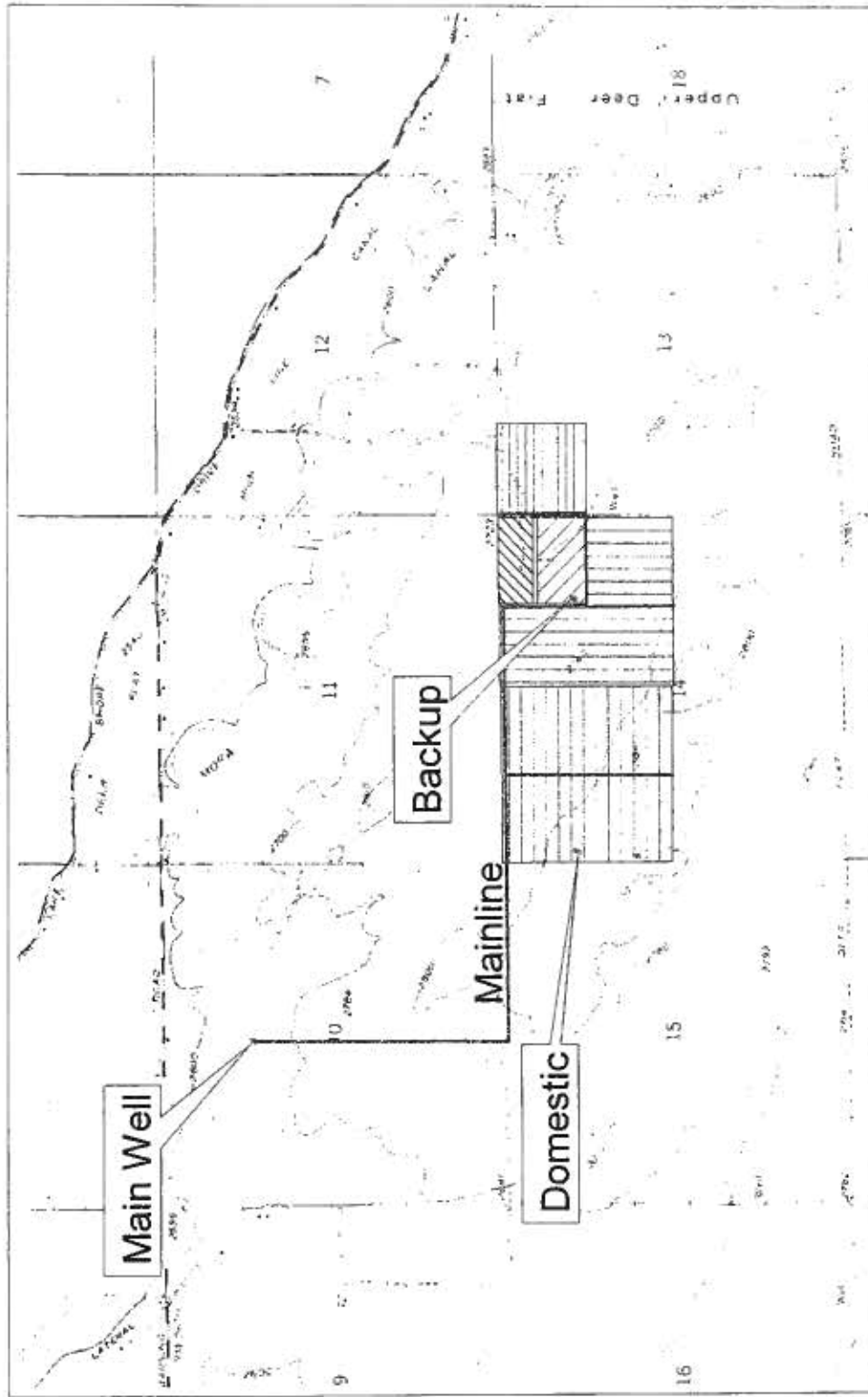
Description

63-32077
Irrigation 105.86 ac.

63-7156A
Irrigation 80.40 ac.



Figure 1. Water Rights on Montierth Property
(T2N, R3W)





Pioneer Title Co.

GOING BEYOND

8151 W. Ridgeman Ave. / Boise
Idaho 83704 / (208) 377-2700

WEST
PIONEER-CADWELL
JUL 19 2006

BY
CARRON G. WILSON
JUL 15 PM 4 36

RECORDED

200647419

PC607066

WARRANTY DEED

For Value Received

HERBERT R. MONTIERTH, A MARRIED MAN AS HIS SOLE

AND SEPARATE PROPERTY, HERBERT R. MONTIERTH AS PERSONAL REPRESENTATIVE OF
THE ESTATE OF GOLDA DARLINE M. MONTIERTH, DECEASED, AND EDWARD RAY
MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

BARRON DEVELOPMENT, LLC

hereinafter referred to as Grantee, whose current address is P.O. BOX 691872, WEST HOLLYWOOD,
CA 90069

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THOSE CERTAIN WATER RIGHTS AS MENTIONED IN THE OPTION CONTRACT
DATED June 13, 2005, UNDER PARAGRAPH #13.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his
heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that
Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances
except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions,
easements of record, and easements visible upon the premises, and that Grantor will warrant and defend
the same from all claims whatsoever.

Dated: June 12, 2006

HR Montierth
HERBERT R. MONTIERTH
HR Montierth pp.

Edward Ray Montierth
EDWARD RAY MONTIERTH
Susan Montierth
SUSAN MONTIERTH

READ AND APPROVED

[Signature]

STATE OF ID, County of ADA, ss.

On this 14th day of JUNE, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared HERBERT R. MONTIERTH, EDWARD RAY MONTIERTH AND SUSAN MONTIERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



A handwritten signature of Kathy Coontz in black ink.

RESIDING AT BOISE, IDAHO
COMMISSION EXPIRES: 8-15-2008

STATE OF ID, County of ADA, ss.

On this 14th day of JUNE, in the year 2006, before me THE UNDERSIGNED, a notary public personally appeared HERBERT R. MONTIERTH known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of GOLDA DARLENE MONTIERTH, and acknowledged to me that HE executed the same as said Personal Representative

A handwritten signature of Kathy Coontz in black ink, followed by a horizontal line.

KATHY COONTZ
Notary Public of ID
Residing at BOISE
Commission expires: August 15, 2009

File No.: 200607066

EXHIBIT A

Parcel I:

The Northwest Quarter of the Northwest Quarter of Section 13, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel II:

The Northeast Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel III:

The East Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

EXCEPT:

A part of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South 62° 48' 15" West 4,482.39 feet to the POINT OF BEGINNING; said point bears South 63° 05' 00" East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North one-sixteenth corner); thence

North 89° 54' 30" East 295.32 feet; thence

South 0° 05' 30" East 295.00 feet; thence

South 89° 54' 30" West 295.32 feet; thence

North 0° 05' 30" West 295.00 feet to the POINT OF BEGINNING.

Parcel IV:

The Southwest Quarter of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

OPTION CONTRACT

This Option granted this 13th day of JUNE 2005 by Herbert R. Montierth, a married man as his sole and separate property; Edward Ray Montierth and Susan L. Montierth, husband and wife, as to Parcels I, II, and II; Herbert R. Montierth; Herbert R. Montierth, as personal representative of the Estate of Golda Darlene Montierth; and Edward Ray Montierth and Susan L. Montierth, husband and wife, as to Parcel IV (herein collectively referred to as Seller); and Sallie Bradshaw Palleria or assignee (hereinafter referred to as "Buyer").

1. Option. In consideration of the Buyer closing on the purchase of approximately forty (40) acres of real property located in Canyon County, Idaho, owned in whole or in part by certain or all of the Sellers, pursuant to the terms and conditions set forth in a Vacant Land Real Estate Purchase and Sale Agreement and Receipt for Earnest Money (the "Sales Agreement"), a copy of which is attached hereto, marked as Exhibit 1.1, and made a part hereof, and for other good and valuable consideration, including but not limited to, the Additional Consideration set forth in paragraph 4 herein, receipt and sufficiency of which is acknowledged by the Seller, the Seller grants and gives to Buyer the exclusive and irrevocable option to purchase certain additional parcels of land in Canyon County, Idaho (the "Parcels") described in Exhibit 1.2 attached hereto and made a part hereof.

2. Exercise of Option—Purchase Price(s).

a. The option granted herein may be exercised either in whole or in part by Buyer or from time to time by Buyer at the dates as more specifically set forth below. Whether the exercise of the Option is in whole or in part, the maximum and total purchase price for all of the Parcels shall be the lesser of Three Million Six Hundred Thousand Dollars (\$3.6 million)

reduced by the Five Hundred Twenty Thousand Dollars (\$520,000) to be paid by Buyer to the Seller pursuant to the terms and conditions of the Sales Agreement or Ten Thousand Dollars (\$10,000) for each acre of land purchased by the Buyer under this Option Contract and under the Sales Agreement (the "Total Option Price"). The period in which the Buyer may exercise each of the parcels set forth below, the Option Price and the date of notice, subject to each Option, are as follows:

Parcel No.	Option Price	Date of Notice of Exercise of Option
South 1/2 of R3012200000	\$500,000	40 ac June 3, 2006
All of R3012201100	\$500,000	80 ac June 3, 2007
North 1/2 of R3011800000	\$500,000	40 ac June 3, 2008
South 1/2 of R3011800000	\$500,000	40 ac June 3, 2008
All of R3011900000, R301200000 R3011600000	The lesser of \$1,080,000 or the balance of the Total Purchase Price	120 ac June 3, 2008

A description of each of the Parcels is set forth in Exhibit 2.1 attached hereto and made a part hereof and a plat of said Parcels is attached hereto, marked as Exhibit 2.2, and made a part hereof.

b. Buyer shall notify Seller by written notice mailed by ordinary mail of its exercise of an Option at any date on or before the dates set forth above and delineated as Date of Notice of Exercise of Option.

3. Purchase Price Credits. Whensoever the Option is exercised for a Parcel, the purchase price shall be credited toward the Total Option Price.

4. Additional Consideration. In addition to the Consideration set forth in paragraph 2 herein, Buyer shall pay to Seller on the 10th day of September, December, March, and June during the term of this Option a sum equal to 1.875 percent of the remaining balance of the Total Option Price after all credits are provided Buyer for any and all payments made by Buyer to Seller under this Option Contract ("Additional Consideration"). Such payments shall be made to Pioneer Title (KATHY) or as directed by all of the Sellers.

5. Failure to Exercise Option. If Buyer shall fail to exercise any Option granted in paragraph 2a. herein through no fault or breach by Seller, then the Buyer shall forfeit Buyer's right to exercise all remaining Options, if any, under this Option Contract after fourteen (14) business days written notice from Seller to Buyer during which time Buyer shall have the right to exercise the Option.

6. Closing Date. This transaction shall be closed as to each Parcel within Sixty (60) days next following mailing of notice given to Seller by Buyer setting forth the Buyer's intent to exercise an Option.

7. Title Commitment. Seller has delivered to Buyer a copy of a Commitment of Title Insurance issued by the Pioneer Title Company of Boise, Idaho (the "Title Company") on or about the 19th day of April 2005 under its commitment number PC 64477. Such commitment reflects the condition of the title of the Parcels as of that date. With the exception of the Exceptions listed in 1 through 13 of Schedule B of the Commitment of Title Insurance which Exceptions the Seller agrees to release at each Closing Date as each Parcel is purchased by the Buyer, the Title Commitment of Insurance is acceptable to Buyer. At the closing of the exercise of an Option described in paragraph 2a. herein, Seller shall convey title to the applicable parcel to Buyer by good and sufficient General Warranty Deed (the "Deed"), a facsimile of said deed is

attached hereto and marked as Exhibit 7.0 This Deed shall warrant that the title to the Parcel is free and clear of all liens, charges and encumbrances, and clouds and defects for each Parcel conveyed except for those exceptions delineated as numbers 13 through 24 in title commitment PC64477 as they apply to the Parcel. Sellers warrant and represent that the real property is subject only to those defects and encumbrances, etc., set forth in the above title commitment and no other. SELLERS WARRANT, AGREE, AND REPRESENT THAT SELLERS WILL NOT FURTHER ENCUMBER THE REAL PROPERTY IN ANY MANNER WHATSOEVER WHILE THIS OPTION REMAINS IN EFFECT. IN THE EVENT THE SELLER HAS OR OBTAINS KNOWLEDGE OF ANY ADDITIONAL ENCUMBRANCE, THEN AND IN THAT EVENT, THE SELLER WILL NOTIFY THE BUYER FORTHWITH AND SELLER SHALL CAUSE SUCH ENCUMBRANCE TO BE REMOVED.

8. Possession. Buyer shall deliver possession of each Parcel as of the date of the transfer provided, however, the Seller may continue to farm the property at Seller's expense including, but not limited to, the timely payment of all ~~real estate taxes and~~ utility bills, until such time as Buyer notifies the Seller that Buyer has commenced development of the Parcel and/or Buyer has entered into a contract to transfer the Parcel to an unrelated third party.

9. Closing Documents. On each Closing Date, the Title Company shall file for record the Deed and such other required instruments and shall deliver to both parties the funds and documents to which they are respectively entitled.

10. Liens and/or Encumbrances. Any liens, encumbrances, or defects on any Parcel transferred to Buyer pursuant to the Option Contract except those specifically accepted by Seller pursuant to this Option Contract, as more specifically set forth in paragraph 7 herein, shall be satisfied and released out of the purchase money paid by the Seller to the Buyer on the date of a

Closing. In the event that the cost of removal or satisfaction of such liens, encumbrances, or defects exceed the purchase price for such Parcel, the Buyer may, at its option, satisfy such lien, encumbrance, or defect, in which event, the Option Price for the remaining Parcels shall be reduced by the excess payment with such excess applied first to reduce the purchase price of the next option.

11. Rights of Seller. So long as Seller holds title to the Parcels, the Buyer agrees as follows:

- a. Seller shall retain the FSA base on the Parcel, so long as such retention does not interfere with the Buyer's intended use of the Parcel. *dm* *Ham* *SP* *SELLER SHALL HAVE THE OPTION TO LEASE ANY PARCEL FROM BUYER AFTER CLOSING*
- b. Shops may be removed by Seller at no cost to Buyer, so long as the Parcel is not damaged during such removal and/or if there be such damage, the damage shall be repaired by Seller. *PROVIDED DOES NOT INTERFERE W/BUYER'S DEVELOPMENT PLANS.*
- c. Seller shall retain the personal property on such Parcel including irrigation wheel lines. *dm* *Ham* *SP*

12. Obligations of Seller. *OR NOT LATER THAN 30 DAYS AFTER EACH CLOSING* Prior to the closing of each Parcel, any and all wood, machinery, vehicles, refuse and debris will be removed from the Parcel by the Seller at the cost of the Seller. The Parcel shall be left by Seller in a clean and orderly condition. Provided, however, Seller may leave the modular home on the Parcel. Seller further agrees with respect to Parcels R3012200000, R3012201100, R3011800000, R3011900000, R3012000000, and R3011600000 that Seller herein grants Buyer the authorization to proceed with the development application in regards to the conditional use permit and subdivision process applicable to the Parcels listed above.

13. Inspection. Buyer may, at any time upon reasonable notice to Seller, enter onto the Parcels to conduct such testing and inspection of each of the Parcels as Buyer may deem necessary. Provided, Buyer shall return the Parcels in their present condition at the conclusion of such testing and inspections.

14. Two-Acre Lot. Buyer agrees to transfer to Seller, by warranty deed, ~~2 lots~~, free of encumbrances, with the exception of the easements and those other exceptions accepted by the Buyer as set forth in the current title commitment, development plan, and any covenants and conditions which are customary for projects of this type. The transfer shall occur after Buyer has obtained final plat approval and completed improvements for sale of lots to the public. Such election of lots may be made by Sellers from any property within the 360 acres. Buyer shall provide Seller copies of proposed plats as the development progresses to afford Seller an opportunity to make such election known to Buyer as early as possible.

✓ 15. Water Rights. The Seller shall convey to Buyer free and clear of any and all liens and encumbrances of every kind and nature the water rights associated with Two Hundred Forty (240) acres to be divided proportionately among the acreage, i.e., if the number of acres conveyed is Three Hundred Sixty (360) acres, then two-thirds of the water rights shall be conveyed with each such acre.

16. Easements. Seller shall convey to Buyer any and all rights and easements to a certain well located on real property not subject to the Option. A description of such easement is attached hereto and marked as Exhibit 15.0 and made a part hereof.

17. Sales Conditions and Closing Practices. At such time as Buyer exercises any Option granted herein, Seller and Buyer agree that each of them shall perform each of those respective obligations as are contained in the Sales Agreement. Each of the terms and conditions of the

Sales Agreement are incorporated herein and made a part of this Agreement as if fully set forth herein. However, to the extent there is a discrepancy between the Sales Agreement and the Option Contract, the terms of this Option Contract shall govern.

18. Assignment. The Seller agrees that the Option Contract may be assigned in its entirety by the Buyer.

19. Notices. All notices hereunder shall be delivered or sent by registered mail, return receipt requested, to Buyer at 2511 Dorman, Caldwell, Idaho, and to Seller at 825 Highland Dr. Nampa, ID 83686

20. Recording. This Option Contract shall be executed in recordable form and may be recorded at Buyer's expense with the Canyon County Recorder of Deeds. Provided, however, a memorandum of this Option Contract acceptable to counsel for Buyer may be recorded in lieu of the Option Contract.

21. Binding Effect. This Option Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns.

22. Headings. Headings in this Option Contract are for convenience only and shall not be used to interpret or construe its provisions.

23. Governing Law. This Option Contract shall be governed by and construed in accordance with the laws of the state of Idaho.

24. Remedies and Specific Performance. Seller and Buyer acknowledge and agree that a remedy at law will not be adequate in the event of a breach by either Buyer or Seller of the terms and conditions of this Option Contract. Therefore, the parties agree, in addition to any other remedies available at law or in equity, that the Seller or Buyer, as the case may be, may pursue the remedy of specific performance to enforce this Option Contract.

25. Counterparts. This Option Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. Time of Essence. Time is of the essence of this Option Contract.

27. Entire Agreement. This Option Contract supersedes all previous agreements between the parties with regard to the subject matter hereof and there are no other understandings or agreements between them.

28. Future Acts of Parties. Each of the parties to this Option Contract agree to execute any and all documents and instruments and to perform such acts as may be required to effectuate the terms and conditions of this Option Contract whether such act or action is required prior to or after the Closing of any Option.

The parties hereto have signed this Option Contract as of the date first above written.

SELLER:

Herbert R. Montierth
HERBERT R. MONTIERTH

DATED: 6-13-05

SELLER:

Herbert R. Montierth
HERBERT R. MONTIERTH, as PR
Personal Representative of the Estate of
Golda Darlene Montierth

DATED: 6-13-05

Edward (say) Montierth
EDWARD RAY MONTIERTH

SELLER:

SUSAN L. MONTIERTH

BUYER:

BUYER:
Sallie Bradshaw Palleria
SALLIE BRADSHAW PALLERIA

STATE OF IDAHO)
County of Ada) ss

9

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



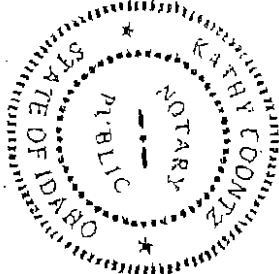
Kathy Coontz
Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 8-15-09

STATE OF IDAHO)

County of Ada)

On this 13th day of JUNE, in the year 2005, before me,
~~the undersigned~~ a Notary Public in and for said State, personally appeared
HERBERT R. MONTIERTH, known or identified to me to be the Personal Representative of the
Estate of Golda Darlene Montierth, the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same as such Personal Representative.

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



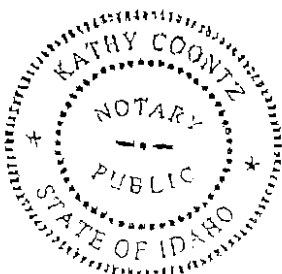
Kathy Coontz
Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 8-15-09

STATE OF IDAHO)

County of Ada)

On this 13th day of JUNE, in the year 2005, before me,
~~the undersigned~~ a Notary Public in and for said State, personally appeared
EDWARD RAY MONTIERTH, known or identified to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same.

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

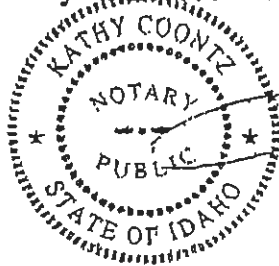


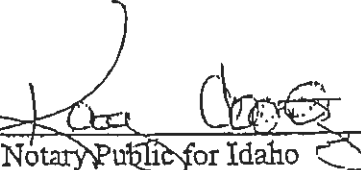
Kathy Coontz
Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 8-15-09

STATE OF IDAHO)
) ss
County of Ada)

On this 13 day of JUNE, in the year 2005, before me,
~~WE UNDERSIGNED~~ a Notary Public in and for said State, personally appeared SUSAN
L. MONTIERTH, known or identified to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that she executed the same.

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




Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 8-15-09

STATE OF IDAHO)
) ss
County of Ada)

On this 13th day of JUNE, in the year 2005, before me,
~~Be undersigned~~, a Notary Public in and for said State, personally appeared SALLIE
BRADSHAW PALLERIA, known or identified to me to be the person whose name is subscribed
to the within instrument, and acknowledged to me that she executed the same.

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




Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 8-15-09

EXHIBIT 1.1

ORIGINAL PURCHASE AND SALE AGREEMENT



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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

DATE: 4/21/05

ID# 20929

1. REAL ESTATE OFFICES:

LISTING AGENCY

For Sale by Owner-Montierth

Office Phone # 989-8310

Other Phone # _____

Office Fax # XXXXXXXXXX

E-Mail XXXXXXXXXXXXXXXXXX

Phone # 989-8310

Listing Agent XXXXXXXXXX

E-Mail XXXXXXXXXXXXXXXXXX

Office Phone # 888-3300

SELLING AGENCY

Realty Executives T.V.

Other Phone # 283-8207

Office Fax # 465-7626

E-Mail JERRYDICKERSON@HOTMAIL.COM

Phone # 283-820

Selling Agent JERRY DICKERSON

E-Mail XXXXXXXXXXXXXXXXXX

(Hereinafter called "BUY

2. BUYER:

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMM
KNOWN AS LEWIS LANE City NAMPA County CANYON ID, Zip 83686
legally described as: R3012200000-R3012201100-R301800000-R3011900000-R301200000-R301160000

OR Legal Description Attached as addendum # 3 (Addendum must accompany original offer.)

3. TOTAL PURCHASE PRICE: Three million six hundred thousand DOLLARS, \$ 3,600,000
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

A. EARNEST MONEY: BUYER hereby deposits Twenty thousand DC
as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):
☐ other NON-REFUNDABLE and a receipt is hereby acknowledged. Earnest Money to be deposited in t
account ☐ upon receipt, ☐ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Bro
for the benefit of the parties hereto.

The responsible Broker shall be DALE K ROYD

B. ALL CASH OFFER: ☐ NO ☐ YES If this is an all cash offer do not complete lines Subsection C, fill bl
N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FIN

CONTINGENCY, BUYER agrees to provide SELLER within _____ business days from the date of this agreement, av
sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to
a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be
not including mortg

C. NEW LOAN PROCEEDS: FIRST LOAN of \$
Insurance. This Agreement is contingent upon BUYER obtaining: ☐ CONVEN, ☐ OTHER
Interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other

BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ p
reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

D. ADDITIONAL FINANCIAL TERMS: _____ add 2

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid b
closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's che
difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject
actual balances of said loan(s) at closing of escrow shall be adjusted in ☐ Cash ☐ Other.

\$ 3,580,000.00

5. OTHER TERMS AND/OR CONDITIONS: _____ Amendment #1

_____ Amendment #2

_____ Legal # 3

PROPERTY ADDRESS:

LEWIS LANE

NAMPA

ID#:

20929

6. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

7. **INSPECTION:** BUYER chooses ☐ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip this Section 7. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business day of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

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 have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction; (c) 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.

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 section(s) of written inspection reports. SELLER shall have _____ business day(s) in which to respond in writing. The SELLER, at option, may 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 BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days that they will not continue the transaction and will receive their Earnest Money back.

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

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 to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made on a governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been any verified and should not be relied upon by BUYER.
- B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, and referendums, initiatives, votes, applications and permits affecting the current use of the property. BUYER'S intended use of the property development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitary electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements and other rights available (describe availability): _____
- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, materials or undesirable substances. No representations, either expressed or implied, have been or will be made with respect to the non-existence of such materials on the property. BUYERS who are concerned about the presence of such materials should have it inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the Seller with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by with respect to the effect of this transaction upon BUYER'S or SELLER'S tax liability.

8. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and free of rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out 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 unless otherwise specified in this Agreement.

9. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or not less than two hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, SELLER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within _____ day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Pioneer Title Title Company located Boise shall provide title policy and preliminary report of commitment.

(C) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(D) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(E) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claim they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become 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 to the title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

10. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this 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 of appeal.

11. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event 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 Broker or closing agency regarding 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 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 or recover court costs and reasonable attorney's fees.

12. COVENANTS, CONDITIONS AND RESTRICTIONS (CC& R'S): BUYER is responsible to obtain and review a copy of the CC& R's (if applicable). BUYER has reviewed CC& R's. ☐ Yes ☐ No ☒ N/A

13. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property is subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has read and understands the Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____ at closing. ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ _____ at closing.

14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLER shall have the right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant of SELLER who is leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

15. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information on noxious weeds and your obligations as an owner of property, contact your local county extension office.

16. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

17. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant to the property and are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

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 other destructive causes prior to closing, this Agreement shall be voidable at the option of BUYER.

19. BUSINESS DAYS & HOURS: A business day is herein defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the local time of the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be completed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the time for performance shall be the next subsequent business day.

20. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired.

LEWIS LANE

NAMPA

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20929

22. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of following contingencies. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law required by lender, or otherwise stated herein. The below costs will be paid as indicated and by no later than time of closing. Some costs are subject to program requirements. In addition, the parties shall satisfy all contingencies set forth in this section by (Date): _____ unless otherwise agreed to by the part

[illegible]

24. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreement representations not expressly set forth herein shall be binding upon either party.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

If a long-term escrow / collection is involved, then the long-term escrow holder shall be

PROPERTY ADDRESS: LEWIS LANE

29. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of _____.

30. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and contingencies which must be satisfied prior to closing: _____

31. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1: ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2: ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☒ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the local estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNDER THIS AGREEMENT FOR AGENCY REPRESENTATION.

32. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) _____ (Time) _____ ☐ a.m. ☐ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

33. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement. (Specify number of BUYER addendum(s) attached.)

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____

BUYER Signature: Sallie Bradshaw Tallera
Date: 4-21-05 Time: 9:00 ☐ a.m. ☒ p.m.
Address: 2511 Dorman
E-Mail Address: _____

BUYER (Print Name) Sallie Bradshaw Tallera
Phone # 454-3936 Cell # 371-3037
City Calderwood State IA Zip 53605
Fax # 453-9317

BUYER Signature _____
Date _____ Time _____ ☐ a.m. ☐ p.m.
Address _____
E-Mail Address _____

BUYER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

34. SELLER'S SIGNATURES:

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 SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER ☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature: Roy Montierth
Date: 4-21-05 Time: 9:00 ☐ a.m. ☒ p.m.
Address: 825 Highland Dr.
E-Mail Address: _____

SELLER (Print Name) Roy Montierth
Phone # 463-8163 Cell # 989-8310
City Harmon State IA Zip 53681
Fax # _____

SELLER Signature: HR Montierth
Date: 4-21-05 Time: 9:00 ☐ a.m. ☒ p.m.
Address: 8565 W FAIRVIEW
E-Mail Address: _____

SELLER (Print Name) HR MONTIERTH
Phone # 703-0806 Cell # _____
City BOISE State IDA Zip 8370
Fax # _____



RE-11 ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)



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

- 1 This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.
 2 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions)).
 3 ("Amendment" means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

4
 5 Earnest Money Dated: 4/21/05 ID # 20929

6 ADDRESS: LEWIS LANE

7 BUYER(S): PALLERIA

8 SELLER(S): MONTIERTH

9 The undersigned parties hereby agree as follows:

- 10
 11 1. SELLER PAYS A 6% COMMISSION TO BE SPLIT
 12 2. Price is 10,000 per acre
 13 3. 360 acre in 6 parcels
 14 4. Interest to be 7.5 % thereafter.
 15 5. Total price 3,600,000
 16 6. ~~seller retains P&S on the property.~~
 17 water 7. 240 water shares with property
 18 8. 45DAY INSPECTION PERIOD.
 19 9. 500,000 DOWN PAYMENT
 20 10. CLOSING Date June 3.
 21 11. Shops may be removed by Seller at no cost to buyer
 22 12. Prior to closing all wood and debris be removed by Seller.
 23 ~~Seller to receive 2 two acre house, lots of chest, chodge~~
 24 12. ~~AS IS with all personal property, including irrigation, wheel lines~~
 25 13. ~~all plumbing equipment, for well not owned with property, less two booster pumps.~~
 26 14. No pre-payment penalties
 27 15. Buyer agree to allow seller to farm the property until such time as development of
 28 parcel commences.
 29 16. Ray Montierth is a license Realtor in the State of Idaho.
 30 17. First Closing on 6/3/05
 31 18. Second closing on before 6/3/06
 32 19. Third closing on before 6/3/07
 33 20. 4-5-6 to be closed by June 3, 08

34 To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT the same.

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

36 Date 4/21/05 Time 9:00 AM/PM Buyer Sally Bradshaw Palleria
 37 Date 4-21-05 Time 9:00 AM/PM Seller Ray Montierth
 38 4-21-05 9:00 AM



RE-12 COMPENSATION AGREEMENT

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

1. Seller Name(s):

MONTIERTH

2. Whereas the undersigned parties to this agreement are entering into a mutual effort to affect a sale and/or lease of the following described property:

Address: LEWIS LANE

Legal Description: r3012200000-r3012201100-r30180000-r3011900000-r301200000-r301160000

and, whereas the undersigned parties desire to enter into this formal agreement expressing their agreement as to the payment/receipt of any real estate commission resulting from the sale and/or lease of the above described property. This is not a broker representation agreement. This is an agreement for compensation for services to a "customer" as that term is defined by Idaho law. A buyer or seller is not represented by a brokerage in a regulated real estate transaction unless the buyer or seller and the brokerage agree in a separate written document, to such representation. No type of agency representation may be assumed by a brokerage, buyer or seller or created orally or by implication.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on 4/21/05 an shall expire at 11:59 p.m. on 10/21/05 unless renewed, extended, or unless negotiations are still in progress for the sale and/or lease of the above described property. This agreement shall remain in effect until the continuing negotiations result in a sale and/or negotiations could reasonably be held as terminated

4. BROKERAGE FEE:

(a) Dale Hoyd Realty Executives T.V. Broker shall receive a total brokerage fee of 6 % of the gross selling price or \$ dollars. The fee shall be paid at closing unless otherwise designated by the Broker in writing.

(b) Additional terms 1.5% to Realty Executives 2% to Holland 1% to Colliers 1.5% to J. Streeter R.E.

(c) The closing agent for this transaction is hereby authorized to pay the above mentioned compensation at closing.

5. EFFECTIVE DATE: Agreed to this 21 day of April 2005

6. REAL ESTATE BROKERAGE: Realty Executives T.V. Dale Hoyd

Sales Associate Jerry Dickerson Date 4/21/05 Time 9:00 a.m.

Broker Date Time a.m.

Seller H.P. Montierth Date 4-21-05 Time 9:00 a.m.

Seller Date 4/21/05 Time 9:00 a.m.



8151 W. RIDGEWAY Ave. / Boise
Idaho 83704 / (208) 377-2700

PIONEER-CALDWELL
DIRECT
FEE 97

200 JUN 15 PM 4 36
CALDWELL
BY [Signature]

RECORDED

200647419

WARRANTY DEED

For Value Received

HERBERT R. MONTIERTH, A MARRIED MAN AS HIS SOLE

AND SEPARATE PROPERTY, HERBERT R. MONTIERTH AS PERSONAL REPRESENTATIVE OF
THE ESTATE OF GOLDA DARLINE M ONTIERTH, DECEASED, AND EDWARD RAY
MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

BARRON DEVELOPMENT, LLC

hereinafter referred to as Grantee, whose current address is P.O. BOX 691872, WEST HOLLYWOOD,
CA 90069

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THOSE CERTAIN WATER RIGHTS AS MENTIONED IN THE OPTION CONTRACT
DATED June 13, 2005, UNDER PARAGRAPH #15.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his
heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that
Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances
except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions,
easements of record, and easements visible upon the premises, and that Grantor will warrant and defend
the same from all claims whatsoever.

Dated: June 12, 2006

HERBERT R. MONTIERTH
HERBERT R. MONTIERTH

EDWARD RAY MONTIERTH
EDWARD RAY MONTIERTH
SUSAN MONTIERTH
SUSAN MONTIERTH

READ AND APPROVED

[Signature]

STATE OF ID, County of ADA, ss.

On this 14th day of JUNE, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared HERBERT R. MONTIERTH, EDWARD RAY MONTIERTH AND SUSAN MONTIERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



RESIDING AT: BOISE, IDAHO
COMMISSION EXPIRES: 8-15-2008

STATE OF ID, County of ADA, ss.

On this 14th day of JUNE, in the year 2006, before me THE UNDERSIGNED, a notary public personally appeared HERBERT R. MONTIERTH known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of GOLDA DARLENE MONTIERTH and acknowledged to me that HE executed the same as said Personal Representative



KATHY COONTZ
Notary Public of ID
Residing at BOISE
Commission expires: August 15, 2008

File No.: 200607066

EXHIBIT A**Parcel I:**

The Northwest Quarter of the Northwest Quarter of Section 13, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho. 63-3557A

Parcel II:

The Northeast Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho. 63-7156A, 63-3232, 63-3599A

Parcel III:

The East Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho. 63-32077

EXCEPT:

A part of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South 62° 48' 15" West 4,482.39 feet to the POINT OF BEGINNING; said point bears South 63° 05' 00" East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North one-sixteenth corner); thence

North 89° 54' 30" East 295.32 feet; thence

South 0° 05' 30" East 295.00 feet; thence

South 89° 54' 30" West 295.32 feet; thence

North 0° 05' 30" West 295.00 feet to the POINT OF BEGINNING.

Parcel IV:

The Southwest Quarter of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho. 63-32077

RECEIVED

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

JUL 26 2006

WATER RESOURCES
WESTERN REGION

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
163-3557A		25, 46 00.			

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)

Edward Ray Montierth Susan L. Montierth Herbert A. Montie
 825 Heartland Dr., Nampa, ID 83606

4. New Owner/Claimant(s)

Barren Development LLC
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

~~2511 Drama~~ 1605 S. Kimball #101
~~Caldwell, ID 83605~~ Caldwell, ID 83605

City, State and ZIP Code

New Telephone Number

~~(208) 454-2000~~ 208-454-0189

5. Date you acquired the property

~~June 3, 2005~~ June 12, 2006
 (See date on deed)

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 <u>123-3557A</u>		
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		<u>25.46 acres</u>
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)

Jillie Pelleria Owner of
Barron Development LLC

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 eg Date 7-26-06 Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



D

PC65476



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

REQUEST
TYPE *MD* FEE *60*

PIONEER-CALDWELL

CANYON CNTY RECORDER
BY *pmw*

2005 JUN 15 PM 4 43

RECORDED

200533678

WARRANTY DEED

For Value Received ^RHERBERT R. MONTIETH, A MARRIED MAN AS HIS SOLE AND
SEPARATE PROPERTY HERBERT R. MONTIETH AS PERSONAL REPRESENTATIVE OF THE
ESTATE OF GOLDA DARLENE MONTIETH, DECEASED, EDWARD RAY MONTIETH AND
SUSAN L. MONTIETH, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

BARRON DEVELOPMENT, L.L.C. *sl*

hereinafter referred to as Grantee, whose current address is 2511 Dorman Ave., Caldwell, Id 83605
the following described premises, to-wit:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY,
IDAHO

TOGETHER HERewith A CERTAIN EASEMENT RECORDED AS INST. #9924656 FOR
WELL USEAGE AND AN ADDITIONAL EASEMENT RECORDED AS Inst. #9412430 FOR
WELL USEAGE, RECORDS OF CANYON COUNTY, IDAHO.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor
is the owner in fee simple of said premises; that said premises are free from all encumbrances except current
years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record,
and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims
whatsoever.

Dated: June 13, 2005

Pioneer 1031 Company for the Benefit of Herbert R. Montieth

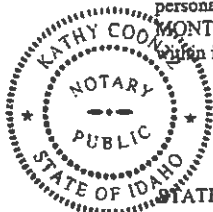
Herbert R. Montieth
, approved: Herbert R. Montieth

Pioneer 1031 Company for the Benefit of
Edward Ray Montieth and Susan L.
Montieth. approved: Edward Ray
Montieth and Susan L. Montieth

Susan L. Montieth
Susan L. Montieth

Herbert R. Montieth
as PR

STATE OF ID. County of ADA, ss.



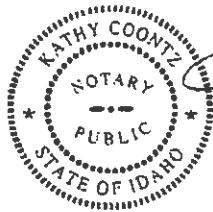
On this 13th day of JUNE, in the year of 2005, before me THE UNDERSIGNED, notary public personally appeared HERBERT R. MONTIERTH, EDWARD RAY MONTIERTH AND SUSAN L. MONTIERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

A handwritten signature of Kathy Coontz in black ink.

RESIDING AT: BOISE, IDAHO
COMMISSION EXPIRES: 8-15-2009

STATE OF ID, County of ADA, ss.

On this 13th day of JUNE, in the year 2005, before me THE UNDERSIGNED, a notary public personally appeared HERBERT R. MONTIERTH known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of GOLDA DARLENE MONTIERTH, and acknowledged to me that HE executed the same as said Personal Representative



A handwritten signature of Kathy Coontz in black ink.

Kathy Coontz
Notary Public of Id
Residing at Boise
Commission expires: August 15, 2009



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

JAMES E. RISCH
Governor

KARL J. DREHER
Director

August 9, 2006

Barron Development LLC
1605 S. Kimball Ave #101
Caldwell, ID 83605

RE: Notice of Change of Water Right Ownership Claim No. 63-32077

Dear Property Owners:

This office has reviewed the Notice of Change of Water Right Ownership you have submitted (copy enclosed), however, we are unable to complete this ownership change at this time. The Warranty deed submitted indicates the transfer of property located in NE $\frac{1}{4}$ NW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 2 North, Range 3 West. The above referenced water right is for property that includes the area located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 2 North, Range 3 West. It appears that the information submitted does not pertain to the entire water right referenced above. With out an additional legal description covering this portion of the water right a split of the water right will be made in order to change the portion you own to your name. If, after further research, you find more information showing that the land in question is owned by Barron development. Please return the requested information to the Department of Water Resources, Western Region Office, 2735 Airport Way, Boise, ID 83705. If we do not hear from you within 30 days, the claim upon which this form was filed (if one exists), will remain in the original owner's name.

Thank you for your patience and cooperation, as we have had several ownership changes to process. Please feel free to contact this office if you have any questions concerning this letter.

Sincerely,

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region

LG: lg

Enclosures

RECEIVED

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

AUG 02 2006

WATER RESOURCES
WESTERN REGION

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
63-3232					
63-3599A					
63-32077					
~~63-32077~~					

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) Edward Bay Montierth, Susan L. Montierth, Herbert A. Montierth
Estate of Golda S. Montierth
825 Heartland Dr. Nampa, ID 83686
4. New Owner/Claimant(s) Barron Development LLC
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 1605 S. Kimball Ave. #101
- City, State and ZIP Code Caldwell, ID 83605
- New Telephone Number 208 454-0189
5. Date you acquired the property June 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	_____	_____

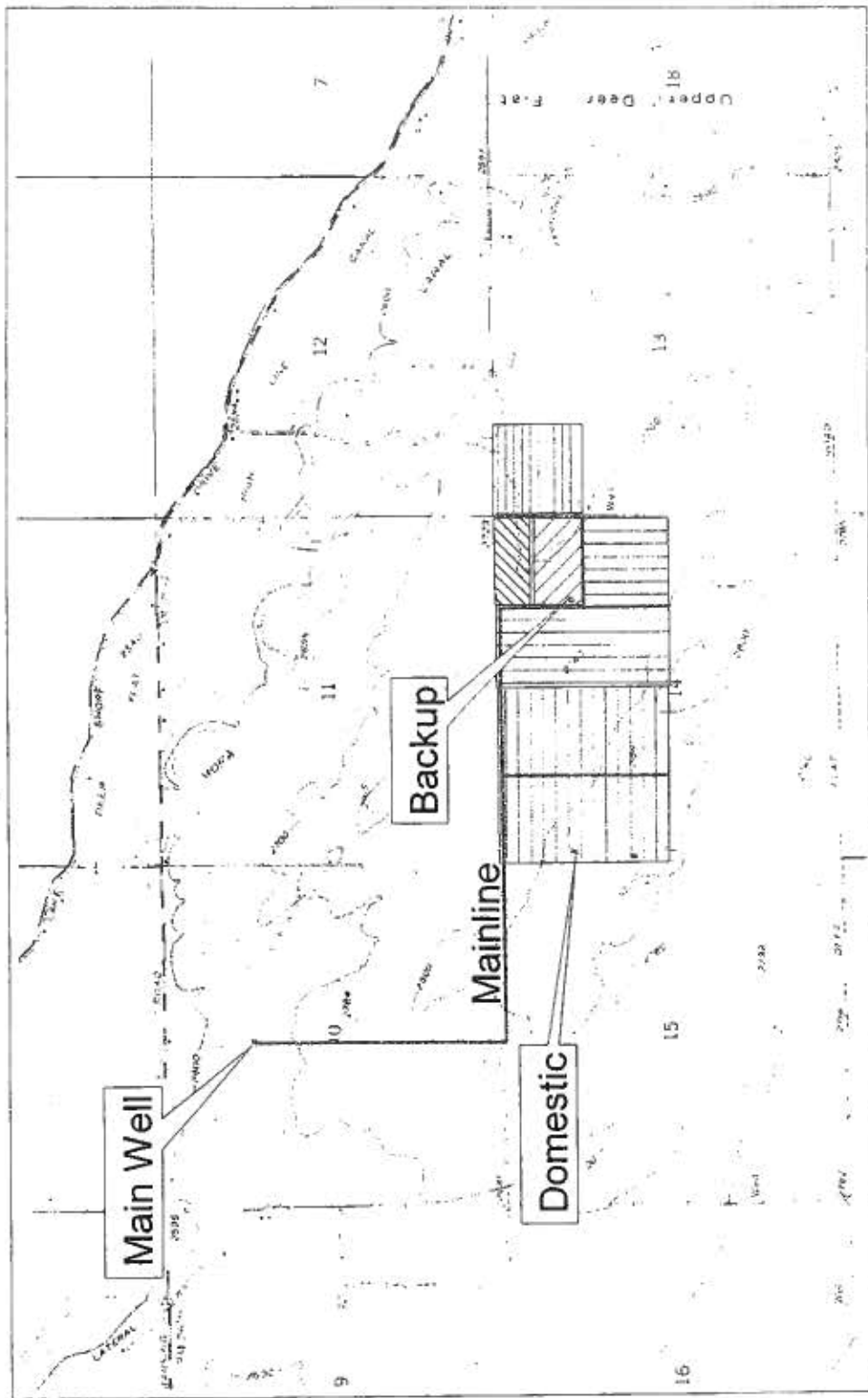
7. Signature of New Owner(s) or Claimant(s) Sallucalloria
(include title if applicable) Managing Member

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 <u>lg</u>	Date <u>8/2/00</u>	Fee <u>0</u>	
Received by _____	Date _____	Receipt No. _____	
Processed by _____	AJ Date _____	WR _____	Date _____



Figure 1. Water Rights on Montierth Property
(T2N, R3W)



63-32077
 63-7156A
 63-3599A
 63-3232
 63-3557A





Pioneer Title Co.

GOING BEYOND

8151 W. Ridgeman Ave. / Boise
Idaho 83704 / (208) 377-2700

RECEIVED
PIONEER-CADWELL
JUL 15 2006

RECORDED
BY
JUL 15 2006

RECORDED

200647419

PC607066

WARRANTY DEED

For Value Received HERBERT R. MONTIERTH, A MARRIED MAN AS HIS SOLE
AND SEPARATE PROPERTY, HERBERT R. MONTIERTH AS PERSONAL REPRESENTATIVE OF
THE ESTATE OF GOLDA DARLINE M ONTIERTH, DECEASED, AND EDWARD RAY
MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

BARRON DEVELOPMENT, LLC

hereinafter referred to as Grantee, whose current address is P.O. BOX 691872, WEST HOLLYWOOD,
CA 90069

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THOSE CERTAIN WATER RIGHTS AS MENTIONED IN THE OPTION CONTRACT
DATED June 13, 2005, UNDER PARAGRAPH #15.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his
heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that
Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances
except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions,
easements of record, and easements visible upon the premises, and that Grantor will warrant and defend
the same from all claims whatsoever.

Dated: June 12, 2006

HR Montierth
HERBERT R. MONTIERTH

HR Montierth pp.

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan Montierth
SUSAN MONTIERTH

READ AND APPROVED

[Signature]

STATE OF ID, County of ADA, ss.

On this 14th day of JUNE, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared HERBERT R. MONTIERTH, EDWARD RAY MONTIERTH AND SUSAN MONTIERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



[Signature]

RESIDING AT: BOISE, IDAHO
COMMISSION EXPIRES: 8-15-2009

STATE OF ID, County of ADA, ss.

On this 14th day of JUNE, in the year 2006, before me THE UNDERSIGNED, a notary public personally appeared HERBERT R. MONTIERTH known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of GOLDA DARLENE MONTIERTH, and acknowledged to me that HE executed the same as said Personal Representative



[Signature]
KATHY COONTZ
Notary Public of ID
Residing at BOISE

Commission expires: August 15, 2009

File No.: 200607066

EXHIBIT A

Parcel I:

The Northwest Quarter of the Northwest Quarter of Section 13, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel II:

The Northeast Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel III:

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EXCEPT:

A part of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South 62° 48' 15" West 4,482.39 feet to the POINT OF BEGINNING; said point bears South 63° 05' 00" East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North one-sixteenth corner); thence

North 89° 54' 30" East 295.32 feet; thence

South 0° 05' 30" East 295.00 feet; thence

South 89° 54' 30" West 295.32 feet; thence

North 0° 05' 30" West 295.00 feet to the POINT OF BEGINNING.

Parcel IV:

The Southwest Quarter of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

PTC Pioneer Title Co.

GOING BEYOND

8151 W. Ridgeman Ave. / Boise
Idaho 83704 / (208) 377-2700

RECORDED
INDEXED
FILED
JUL 15 2006
CLERK OF DISTRICT COURT
BOISE, IDAHO

RECORDED
INDEXED
FILED
JUL 15 2006
CLERK OF DISTRICT COURT
BOISE, IDAHO

RECORDED
INDEXED
FILED
JUL 15 2006
CLERK OF DISTRICT COURT
BOISE, IDAHO

RECORDED

200647919

PC607066

WARRANTY DEED

For Value Received HERBERT R. MONTIERTH, A MARRIED MAN AS HIS SOLE
AND SEPARATE PROPERTY, HERBERT R. MONTIERTH AS PERSONAL REPRESENTATIVE OF
THE ESTATE OF GOLDA DARLINE M. MONTIERTH, DECEASED, AND EDWARD RAY
MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

BARRON DEVELOPMENT, LLC

hereinafter referred to as Grantee, whose current address is P.O. BOX 691872, WEST HOLLYWOOD,
CA 90069

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THOSE CERTAIN WATER RIGHTS AS MENTIONED IN THE OPTION CONTRACT
DATED June 13, 2005, UNDER PARAGRAPH #15.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his
heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that
Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances
except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions,
easements of record, and easements visible upon the premises, and that Grantor will warrant and defend
the same from all claims whatsoever.

Dated: June 12, 2006

HR Montierth
HERBERT R. MONTIERTH

HR Montierth pr.

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan Montierth
SUSAN MONTIERTH

READ AND APPROVED

[Signature]

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

RIGHT NUMBER: 63-32685

NAME AND ADDRESS: EDWARD RAY MONTIERTH
825 HEARTLAND DR
NAMPA ID 83686

SUSAN L MONTIERTH
825 HEARTLAND DR
NAMPA ID 83686

HERBERT R MONTIERTH JR
6312 S ZITHER AVE
BOISE ID 83709

THE ESTATE OF GOLDA D MONTIERTH
825 HEARTLAND DRIVE
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.170 CFS
39.000 AFY

PRIORITY DATE: 04/17/1961

POINT OF DIVERSION:

T02N R03W S14 NENE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.170 CFS 39.00 AFY

PLACE OF USE: IRRIGATION in CANYON County

T02N R03W S14 NENE 26.00

26 ACRES TOTAL

This right is limited to the irrigation of 8.7 acres within the place of use described above in a single irrigation season.

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

This right is a split from former right 63-3232 .

**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: 63-3232(Split)

63-32685 & 63-32686

**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

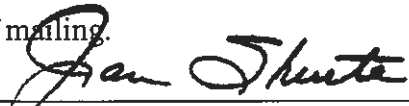
☐

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: June 15, 2007



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on June 15, 2007, 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	☐	overnight mail
Snake River Basin Adjudication	☒	regular mail
P.O. Box 2707	☐	hand-delivered
Twin Falls, ID 83303-2707	☐	facsimile

2. Copies to:

Clive Strong	☐	overnight mail
Off ice of the Attorney General	☒	regular mail
P.O. Box 44449	☐	hand-delivered
Boise, ID 83711-4449	☐	facsimile

United States Dept of Justice	☐	overnight mail
Environment & Natural Resource Div	☒	regular mail
550 West Fort Street MSC 033	☐	hand-delivered
Boise ID 83724	☐	facsimile

3. Copies to all parties to the subcase:

Herbert R. Montierth Jr.	☐	overnight mail
6312 S. Zither Ave.	☒	regular mail
Boise ID 83709	☐	hand-delivered
	☐	facsimile

Susan L. Montierth	☐	overnight mail
Edward Ray Montierth	☒	regular mail
Estate of Golda Montierth	☐	hand-delivered
825 Heartland Dr.	☐	facsimile
Nampa ID 83686		

Barron Development LLC
c/o Sallie Palleria
2511 Dorman Ave.
Caldwell ID 83605

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

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


Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

WESTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

June 15, 2007

BARRON DEVELOPMENT LLC
C/O SALLIE PALLERIA
2511 DORMAN AVE
CALDWELL ID 83605

Re: Original Water Right Nos. 63-3232, 63-3557A, 63-3599A,
63-32077, 63-7156A

Renumbered to Water Right Nos. 63-32686, 63-32688, 63-32690, 63-32692,
63-32694

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of the original Claims to a Water Right Numbers as referenced above. This change of ownership resulted in a split of the original claims.

When a portion of the original water right has been conveyed to another and the original right has been split, then the original right number is renumbered to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new water right numbers reflect your remaining portion of the original rights after the change of ownership. Enclosed is a copy of these new water rights for your records. Please refer to your new numbers when corresponding with our office. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the SRBA Court as notification of this change.

If you have any questions concerning this ownership change, or the enclosed copies, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:1
Enclosures