

JAN 31 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JAN 18 2022

Department of Water Resources
Eastern Region

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-13992 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-14041 <i>7</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>active transfers</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>84490/84488</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BONANZA BAR RANCH LLC / *Ferris Barber*

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): LCSC Enterprises, LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

433 E. Las Colinas Blvd. E. Suite 1290
Mailing address
972-989-7330
Telephone

Irving TX 75039-5058
City State Zip
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 8/13/2020

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☒ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 35-13992

8. Signature: *Blair Lee Dance* *Manager* *1-23-22*
 Signature of new owner/claimant Title, if applicable Date
Blair Lee Dance
 Print name

Signature: _____
 Signature of new owner/claimant Title, if applicable Date
 Print name

Received by *JB* Date *1/19/2022* Receipt No. *E047755* Receipt Amt. *\$25.-*

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by *JB* Processed by *JB* Date *3/17/2021*

For IDWR Office Use Only:

OK process o/c per James Cefalo.



Your closing documents... ***paperless!***



Alliance Title and Escrow, LLC is proud to offer secure paperless options for your important closing documents. Thank you for making the choice to be eco-friendly.

PROPERTY ADDRESS:

880 Acre Farm Ground
Blackfoot, ID 83221

Closing Date: December 31, 2020

File Number: 508069

Your Documents

Summary of attached document(s):

Executed Settlement Statement,
Closing Documents, recorded
Warranty Deed

Your Professional Team

Alliance Title & Escrow, LLC works with professional experts to provide a smooth and efficient closing. If you have any questions, please contact us.

Escrow Officer: Kassandra Short

Address:

246 W Pacific St., Ste. A, PO Box 1007
Blackfoot, ID 83221

Phone: (208)785-4573

Email: kassandra.short@alliancetitle.com

Yes, it matters where you close.



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 508069

FOR VALUE RECEIVED

Bonanza Bar Ranch LLC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

LCSC Enterprises LLC, a Texas Limited Liability Company

whose current address is

**433 Las Colinas Blvd E, Ste 1290
Irving, TX 75039-5058**

the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

Parcel 1:

**Section 33: Southeast Quarter Township 3 South, Range 31, East, Boise Meridian,
Bingham County, Idaho**

Parcel 2:

**Section 34: Southwest Quarter Township 3 South, Range 31, East, Boise Meridian,
Bingham County, Idaho**

Parcel 3:

**Township 1 South, Range 32 East, Boise Meridian, Bingham County, Idaho Section
12:
Northwest Quarter, Northeast Quarter Southwest Quarter, South Half Northeast
Quarter, Southeast Quarter, South Half Southwest Quarter, Northwest Quarter
Northeast Quarter.**

Parcel 4:

**An easement for a road for ingress and egress across the North 50 feet of the
Northeast Quarter Northeast Quarter of said Section 12 and the North 50 feet of
Government Lot 1, Northeast Quarter Northwest Quarter, Northwest Quarter
Northeast Quarter and that part of the Northeast Quarter Northeast Quarter to a
point on the West boundary of U.S. Hwy. 26 of Section 7 Township 1 South, Range
33 East, Boise Meridian, Bingham County, Idaho.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: December 30, 2020

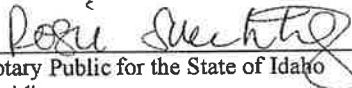
Bonanza Bar Ranch LLC

By: Fairrie Beebe Managing member
Fairrie Beebe, Managing Member

State of Idaho} ss
County of Bannock}

On this 30th day of December, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Fairrie Beebe, known or identified to me to be the Managing Member in the Limited Liability Company known as Bonanza Bar Ranch, LLC who executed the foregoing instrument in said LLC name.

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



Notary Public for the State of Idaho

Residing at:

Commission Expires: Resides in Pocatello
~~Commission Expires 03/07/2025~~



American Land Title Association

ALTA Settlement Statement - Borrower
Adopted 05-01-2015File No./Escrow No.: 508069
Officer/Escrow Officer: Kathy Silver**Alliance Title & Escrow Corp.**
246 W Pacific St.
Ste. A
PO Box 1007
Blackfoot, ID 83221
(208)785-4573Property Address: NNA FARM GROUND
BLACKFOOT, ID 83221 (BINGHAM)
(RP0022000, RP0021900, RP0074100, RP0074200)Borrower: LCSC ENTERPRISES LLC, A TEXAS LIMITED LIABILITY COMPANY
433 Las Colinas Blvd E, Ste 1290
Irving, TX 75039-5058

Settlement Date: 12/31/2020

Disbursement Date: 12/31/2020

Description	Borrower	
	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property	\$1,800,000.00	
Deposit		\$50,000.00
Prorations		
County Taxes 12/31/2020 to 1/1/2021 @ \$386.52/Year	\$1.06	
County Taxes 12/31/2020 to 1/1/2021 @ \$377.72/Year	\$1.03	
County Taxes 12/31/2020 to 1/1/2021 @ \$517.10/Year	\$1.41	
County Taxes 12/31/2020 to 1/1/2021 @ \$36.60/Year	\$0.10	
Title Charges		
Title - Settlement or closing fee to Alliance Title & Escrow Corp. (reduced from \$5,500.00)	\$2,250.00	
Title - eRecording Fee paid to Simplifile - Buyer/Borrower to Alliance Title & Escrow, LLC	\$4.50	
Title - Wire Processing Fee to Alliance Title & Escrow, LLC	\$20.00	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
	Debit	Credit
Subtotals	\$1,802,293.10	\$50,000.00
Due From Borrower		\$1,752,293.10
Totals	\$1,802,293.10	\$1,802,293.10

CONSUMER PROTECTION ALERT: Alliance Title & Escrow Corp. does not deliver wire instructions via e-mail to you or your agent, without a verbal request and confirmation of receipt, to include verification of the accuracy of wire information. If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Alliance Title & Escrow Corp. to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

LCSC Enterprises, LLC, a Texas Limited Liability Company

By: Blair Lee Dance
Blair Lee Dance, Manager**SETTLEMENT COORDINATOR**Kathy Silver

Kathy Silver

SCHEDULE A

Real property in the County of Bingham, State of Idaho, described as follows:

Parcel 1:

Township 1 South, Range 32 E.B.M., Bingham County, Idaho
Section 12: NW1/4, NE1/4SW1/4, S1/2NE1/4, SE1/4, S1/2SW1/4, NW1/4NE1/4

Parcel 2:

An easement for a road for ingress and egress across the North 50 feet of the NE1/4NE1/4 of said Section 12 and the North 50 feet of Government Lot 1, NE1/4NW1/4, NW1/4NE1/4 and that part of the NE1/4NE1/4 to a point on the West boundary of U.S. Hwy 26 of Section 7 Township 1 South, Range 33 E.B.M., Bingham County, Idaho.

Parcel 3:

Township 3 South, Range 31 E.B.M., Bingham County, Idaho
Section 33: SE1/4
Section 34: SW1/4
Excepting and Reserving to the United States all oil and gas.

Together with all water and water rights appurtenant thereto, with exception of and reserving unto Grantors, its heirs and assigns, 141.5 acres (566 allowable acre feet of diversion) of water referenced in CREP Contract No. 68, from Water Right No. 35-7448 which Water Right is appurtenant to Parcel 1, and 15.6 acres (62.4 allowable acre feet of diversion) of water referenced in CREP Contract No. 66, from Water Right No. 35-2426 which Water Right is appurtenant to Parcel 3 and the right to continue to maintain said reserved water rights as appurtenant to the land conveyed. By acceptance of this Warranty Deed, Grantee agrees to preserve and continue to appropriate and apply the water reserved by Grantor to beneficial use until transferred by Grantor.

LCSC Enterprises, LLC; Blair Dance

Laurel Beebe 10-7-19
Sickler / Date

08/13/2020 10:31 AM
CDT

Buyer/Date



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2019 EDITION



Page 1 of 7

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.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# 20820

DATE August 12, 2020

LISTING AGENCY Idaho Rocky Mountain Real Estate

Office Phone #

Fax #

Listing Agent Wes Leisy

E-Mail wes@wesleisy.com

Phone # 208-221-2800

SELLING AGENCY Idaho Real Estate Group

Office Phone #

Fax #

Selling Agent Jeff Hunt

E-Mail jeff@realestatehunt.net

Phone # (208) 221-8464

1. BUYER: LCSC Enterprises, LLC ; Blair Dance

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS Bonanza Bar Ranch

Blackfoot City Idaho County, ID, Zip 83221 legally described as:

OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. \$ PURCHASE PRICE:

payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☐ No (N/A if left blank)

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A) \$ 50000 EARNEST MONEY: Fifty Thousand Dollars And Zero Cents

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:

☐ Cash

☒ Personal Check

☐ Cashier's Check

☐ Wire Transfer

☐ Note

☐ See Section 4

Held By:

☒ Responsible Broker

☐ Closing Company

☐ See Section 4

Delivered:

☐ With Offer

☐ Within business days (three [3] if left blank) of acceptance.

☒ See Section 4

Deposited:

☒ Upon Receipt and Acceptance

☐ Upon Receipt Regardless of Acceptance

☐ See Section 4

THE RESPONSIBLE BROKER SHALL BE: Mike Atkinson

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

(C) Cash proceeds from another sale: ☐ Yes ☒ No (N/A if left blank)

(D). \$ NEW LOAN PROCEEDS: If a number greater than zero appears on the preceding blank then this agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,

☐ RURAL DEVELOPMENT, ☐ OTHER with interest not to exceed % for a period of year(s) at:

☐ Fixed Rate ☐ Other In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT,

☐ OTHER with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate ☐ Other

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. 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.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written

BUYER'S Initials (LEL:BD) Date 08/13/2020

SELLER'S Initials () Date

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JULY 2019 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

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Serial#: 056260-100159-7279848

Prepared by: Jeff Hunt | Idaho Real Estate Group | jeff@realestatehunt.net | 2087665000

Form
Simplicity

PROPERTY ADDRESS: Bonanza Bar Ranch Blackfoot, Idaho 83221ID#: 20820

confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(E). \$ ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(F). \$ 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.**

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing **Earnest Money to be mailed upon acceptance.**

Contingent: Latter of successful water transfer or 60 calendar days

CREP Information given to buyers for review

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the fixtures and fittings and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.
ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Real Property: 880 acres +or- located in Bingham County. All owned and appurtenant oil, gas, and mineral rights. All appurtenant water rights including 35-14041 and 35-13992 to be included and transferred from seller to buyer at closing. All CREP Contracts to be included and 2021 Payment assigned to buyer. All remaining well and irrigation equipment.

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

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:

(A). 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:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

- 1. LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 2. ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 3. UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
- 4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): **Wells, Power**

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY 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.

6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 7. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense, hereafter referred to as the "Primary Inspection."** BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within **30** calendar days (thirty [30])

BUYER'S Initials (CEL:BD) () Date 08/13/2020

SELLER'S Initials () () Date

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PROPERTY ADDRESS: Bonanza Bar Ranch Blackfoot, Idaho 83221

ID#: 20820

if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. 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 by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, 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 and (c) assumed all liability, responsibility and expense for repairs or corrections.

2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, **it shall end BUYER's timeframe for inspections and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 7 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 7(C)(4) below.

4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 7 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

8. SELLER DISCLOSURES. Within 4 business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
- (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
- (c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
- (d) all other documents described in any Addenda or Counteroffer to this Agreement.

9. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

10. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 4 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 4 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Alliance Title Company located at 246 W Pacific St. Ste A Blackfoot, ID 83221 shall provide the title policy and preliminary report of commitment.

BUYER'S Initials (LEL:BD) () Date 08/13/2020

SELLER'S Initials () () Date () ()

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PROPERTY ADDRESS: Bonanza Bar Ranch Blackfoot, Idaho 83221

ID#: 20820

(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 PROPERTY 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 unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an 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.

11. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$_____ per _____.
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association SET UP FEE of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association PROPERTY TRANSFER FEES of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association STATEMENT OF ACCOUNT FEE of \$_____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

12. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

13. 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 SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be 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 as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

14. 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 concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

16. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

17. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

18. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

19. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "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, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing company, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

BUYER'S Initials (LEJ:BD) (_____) Date 08/13/2020

SELLER'S Initials (_____) (_____) Date _____

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22. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agree that if BUYER use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

23. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

24. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

25. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

26. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

27. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): _____ unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank) prior to closing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	☐	☐	☐	☒	Environmental Inspection (Phase 1)	☐	☐	☐	☒
Long Term Escrow Fees	☐	☐	☐	☒	Environmental Inspection (Phase 2)	☐	☐	☐	☒
Closing Escrow Fee	☐	☐	☒	☐	Environmental Inspection (Phase 3)	☐	☐	☐	☒
Survey Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒	PERC Test	☐	☐	☐	☒
Flood Certification/Tracking Fee	☐	☐	☐	☒	Zoning Variance	☐	☐	☐	☒
Title Ins. Standard Coverage Owner's Policy	☐	☒	☐	☐	Soil(s) Test(s)	☐	☐	☐	☒
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy	☐	☐	☐	☒	Hazardous Waste Report(s)	☐	☐	☐	☒
Additional Title Coverage	☐	☐	☐	☒	Domestic Well Water Potability Test Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
Water Rights Transfer Fee	☒	☐	☐	☐	Domestic Well Water Productivity Test Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
Attorney Contract Preparation or Review Fee	☒	☐	☐	☐	Septic Inspections Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
	☐	☐	☐	☐	Septic Pumping Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
	☐	☐	☐	☐		☐	☐	☐	☐

Upon closing SELLER agrees to pay ☐ _____ % of the purchase price OR ☐ \$ _____ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

28. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated 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 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 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection 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 the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically

BUYER'S Initials (LEL:BD) () Date 08/13/2020 SELLER'S Initials () () Date _____

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acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If 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 related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. 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 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 shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

29. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

30. 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 on appeal.

31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

32. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) October 16, 2020.

The parties agree that the **CLOSING COMPANY** for this transaction shall be Alliance Title located at 246 W Pacific St. Ste A. If a long-term escrow /collection is involved, then the long-term escrow holder shall be Blackfoot, ID 83221.

33. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm

34. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

35. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

36. 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.
☐ 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.
☐ 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 Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

37. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

38. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) Aug 14, 2020 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

BUYER'S Initials (L&L;BD) Date 08/13/2020 SELLER'S Initials _____ Date _____

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PROPERTY ADDRESS: Bonanza Bar Ranch Blackfoot, Idaho 83221ID#: 20820**39. BUYER'S SIGNATURES:**

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature LCSC Enterprises, LLC; Blair DanceBUYER (Print Name) LCSC Enterprises, LLC ; Blair DanceDate 08/13/2020 Time 10:31 AM CDT ☒ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail blair@dbscpa.net

City _____ State _____ Zip _____

Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature _____

BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

40. 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 part of the SELLER.

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

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.
6. If you own the land identified as the water right place of use, mark the box "Yes". If you do not own the land identified as the water right place of use, mark the box "No". If you are filing a change in water right ownership and you do not own the land identified as the place of use for the water right, Idaho Code § 42-248(6) requires you to provide written notice of the change in water ownership to the landowner of record, as identified in the records of the county recorder. If you have provided the required written notice, attach evidence that you have done so. IDWR will return your Notice of Change in Water Right Ownership if you are required to provide written notice to the water right place of use landowner and no evidence is submitted.
7. **REQUIRED ITEMS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the [map tool](#) on IDWR's website. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right.

If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. If you are unsure about the status of your water right in the Water Supply Bank, go to the [Water Supply Bank Lease Search](#), input your water right number, and click "Search." Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Each of the owners must sign the Lessor Designation form. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s). If your water right is in the Water Supply Bank and you want to release it so you can use it, complete and submit the [Request to Release](#) form. Your water right may not be available for immediate release if rented by another water user.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region
7600 N Mineral Dr, Ste 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098
(208) 287-4800

IDWR Eastern Region
900 N Skyline Dr, Ste A
Idaho Falls, ID 83402-1718
(208) 525-7161

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

IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858
(208) 736-3033



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 17, 2022

LCSC ENTERPRISES LLC
433 LAS COLINAS BLVD E STE 1290
IRVING TX 75039-5058

Re: Change in Ownership for Water Right No(s): 35-13992, 35-14041

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 120
ABERDEEN AMERICAN FALLS GROUND WATER DISTRICT



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 19, 2022

LCSC ENTERPRISES LLC
433 E LAS COLINAS BLVD E STE 1290
IRBING TX 75039-5058

RE: Change in Ownership Water Right No. 35-13992, 35-14041

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Signature/Filing Fee:** The department is returning your original Ownership Change Application, please sign and return. Also, the filing fee is \$25.00 per water right for a non-split ownership change or \$100.00 per water right for a split ownership change. The department acknowledges receipt of \$25.00 with your application, however there are 2 water rights listed on the application, therefore the filing fee would be \$50.00. Please supply an additional \$25.00. Also please note water right 35-14041 is tied up in a transfer, the water right ownership can not be updated until that transfer is resolved so it may take some time to complete the application.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. **If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.**

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

SCANNED

JAN 19 2022