

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 16 2019

Department of Water Resources

Notice of Change in Water Right Ownership

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 #6 of the instructions. ✓

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
15-2051	Yes ☒ <i>not complete</i>	Yes ☐		Yes ☐	Yes ☐
15-7240?	Yes ☒ <i>not complete</i>	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Asay, Mike, Bill, Kent, Delmar
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Savvy Investing LLC
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 1374 Riverton UT 84065
Mailing address City State ZIP
- 801-706-9581 ben@bmplumbing.net
Telephone 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: May 17, 2018
6. 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. 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. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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 # 15-2051

8. Signature: [Signature] Member 12/11/19
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Member 12/11/19
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 12/16/2019 Receipt No. E045512 Receipt Amt. \$50.-

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 _____ Processed by _____ Date _____

15-2051 not complete either because it appears they no longer own most of that WR either. Full Refund Requested.

NTO-86402
Benjamin Naylor
14710 River Willow Drive
Bluffdale, UT 84065

WARRANTY DEED

PARCELS 1 & 2: Michael Wesley Asay AKA Michael W. Asay and Cathy Godbout Asay AKA Cathy Rae Asay AKA Cathy Asay, husband and wife
PARCEL 3: Cathy Rae Asay, a married woman

Grantor(s) of Malad City, County of Oneida, State of ID, hereby **CONVEY AND WARRANT** to

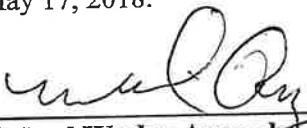
Benjamin Naylor and Myron Naylor and Savvy Investing, LLC

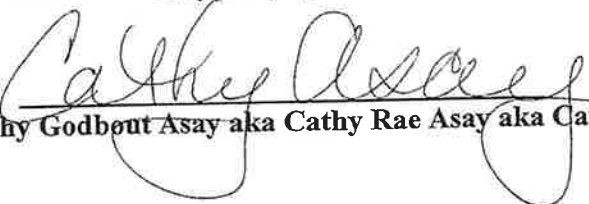
Grantee(s) of Bluffdale, County of Salt Lake, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Attached Exhibit A

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

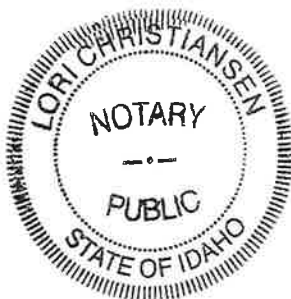
Witness, the hand(s) of said Grantor(s), this May 17, 2018.


Michael Wesley Asay aka Michael W. Asay


Cathy Godbout Asay aka Cathy Rae Asay aka Cathy Asay

State of: ID)
County of: Oneida)

On May 17, 2018, before me the undersigned, a Notary Public in and for said state, personally appeared **Michael Wesley Asay aka Michael W. Asay and Cathy Godbout Asay aka Cathy Rae Asay aka Cathy Asay**, known or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and duly acknowledged to me that they executed the same. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.



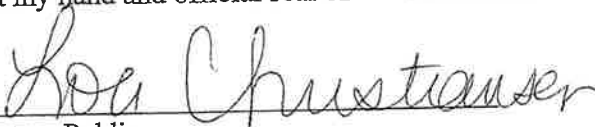

Notary Public
Residing: Malad City
Commission Expiration: 11/22/2018

EXHIBIT A

PARCEL 1:

Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho:
Section 16: North half of the Southwest quarter (RP0240101)

Section 15: Southwest quarter of the Northeast quarter; (RP0239502) West half of the Northwest quarter;
Northwest quarter of the Southwest quarter; (RP0239704)
(T-2452) (T-2454)

Excepting all of those portions of the West half of the Northwest quarter of said Section 15 and North half of the Southeast quarter of said Section 16 Deeded to the Samaria Water and Irrigation Company;

Excepting therefrom:

Beginning at the Section corner common to Sections 9, 10, 15, and 16, Township 14 South, Range 35 East Boise Meridian, Oneida County Idaho and running thence East along said Section line a distance of 981 feet; thence South $33^{\circ} 10'$ East a distance of 985 feet; thence South $75^{\circ} 50'$ West a distance of 1578 feet; to the second line common to Sections 15 and 16 Township 14 South, Range 35 East, Boise Meridian; thence North a distance of 555 feet; thence East a distance of 716 feet; thence North $47^{\circ} 30'$ West a distance of 970 feet; to Section corner, the Point of Beginning (T-2440)

Excepting therefrom:

Beginning at a point 1810 feet South of the Section corner common to Sections 9, 10, 15, and 16 Township 14 South, Range 35 East Boise Meridian; and running thence East 100 feet; thence South 285 feet; thence West 100 feet to Section line; thence North along Section line 285 feet to place of beginning. (T-2442)

Excepting therefrom:

Township 14 South, Range 35 East, Boise Meridian:
Section 15; Commencing at a point 226 feet North of the Southeast Corner of the Northwest quarter of the Northwest quarter of said Section 15; thence running North 200.86 feet, more or less, to the South boundary of the Samaria Water and Irrigation Company premises; thence running South $75^{\circ} 50'$ West 198.02 feet along said South boundary; thence South 152.40 feet; thence East 192 feet to the point of beginning. (T-5226)

Excepting therefrom:

Beginning at a point 981 feet East of the Northwest corner of Section 15, Township 14 South, Range 35 East, Boise Meridian; thence running South $33^{\circ} 10'$ East 245 feet, more or less; thence East 200 feet, more or less, to a point 200 feet South and 339 feet East of the point of beginning; thence North 200 feet, more or less; thence West 330 feet to the point of beginning. (T-3480)

Excepting therefrom:

Beginning at the Northwest corner of Section 15, Township 14 South, Range 35 East of the Boise Meridian, Oneida County, Idaho thence running South $47^{\circ} 30'$ East 970 feet; thence West 716 feet; thence North 40 rods, more or less to the point of beginning. (T-2453)

Excepting Therefrom: all of those portions of the West half of the Northwest quarter of said Section 15 and North half of the Southeast quarter of said Section 16 Deeded to the Samaria Water and Irrigation Company (Description previously described in Instrument No. 69084)

PARCEL 2:

Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho.

Section 16: The North Half of the Southeast Quarter (RP0240102) (T-2451)

Section 15: The East Half of the Northwest Quarter;(RP0239604) The Northwest Quarter of the Northeast Quarter; (RP0239501) The Northeast Quarter of the Southwest Quarter;(RP0239604) The Southwest Quarter of the Southwest Quarter (RP0239702)

Also;

Township 14 South, Range 35 East, Boise Meridian:

Section 15; Commencing at a point 226 feet North of the Southeast Corner of the Northwest quarter of the Northwest quarter of said Section 15; thence running North 200.86 feet, more or less, to the South boundary of the Samaria Water and Irrigation Company premises; thence running South 75° 50' West 198.02 feet along said South boundary; thence South 152.40 feet; thence East 192 feet to the point of beginning. (T-5226) (RP0239702)

EXCEPTING THEREFROM:

Commence at the Northwest Corner of the Northeast quarter of the Northwest quarter of said Section 15; thence running East 1000 feet; thence South 480 feet; thence West 1000 feet; thence North 480 feet to the point of beginning (T-5225)

EXCEPTING THEREFROM:

Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho:

Beginning at the Section corner common to Sections 9, 10, 15, and 16, Township 14 South, Range 35 East Boise Meridian, Oneida County Idaho and running thence East along said Section line a distance of 981 feet; thence South 33° 10' East a distance of 985 feet; thence South 75° 50' West a distance of 1578 feet; to the second line common to Sections 15 and 16 Township 14 South, Range 35 East, Boise Meridian; thence North a distance of 555 feet; thence East a distance of 716 feet; thence North 47° 30' West a distance of 970 feet; to Section corner, the Point of Beginning.

Excepting Therefrom: all of those portions of the West half of the Northwest quarter of said Section 15 and North half of the Southeast quarter of said Section 16 Deeded to the Samaria Water and Irrigation Company (Description previously described in Instrument No. 69084)

PARCEL 3:

Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho.

Section 16: North half of the South half of the South half, together with a right of roadway 33 feet in width along the East line of the Southeast quarter of the Southeast quarter of said Section 16 leading from the County Road. (RP0240200)

Also;

The South half of the South half of the South half, of Section 16, Township 14 South, Range 35 East, Boise Meridian, Oneida County Idaho, subject to a right-of-way 33 feet in width along the east line of the Southeast Quarter of the Southeast Quarter of said section leading from the county Road. (RP0240201)



RE-21 REAL ESTATE PURCHASE AND SALE 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

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



ID# _____ DATE January 27, 2018
LISTING AGENCY _____ Office Phone # 208-221-2748 Fax # _____
Listing Agent Douglas Scott Larsen E-Mail _____ Phone # _____
SELLING AGENCY Malad Valley Real Estate Office Phone # 208-221-2748 Fax # _____
Selling Agent Douglas Scott Larsen E-Mail scott@malad.com Phone # 208-221-2748

1. BUYER Myron D. Naylor and Benjamin H. Naylor
(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 1850 North S600 West
Malad City City Onelda County ID Zip 83252 legally described as _____
5500 West 1850 North, Malad City, Idaho 83252
OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER
and SELLER.)

2. \$2,200,000.00 PURCHASE PRICE: Two Million Two Hundred Thousand Dollars And Zero Cents
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

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
(A) \$50,000.00 EARNEST MONEY: BUYER hereby offers Fifty Thousand Dollars And Zero Cents
DOLLARS as Earnest Money in the following form: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____
☐ other _____ and ☐ receipt is hereby acknowledged OR ☒ BUYER will deliver
Earnest Money within 5 business days (three [3] if left blank) of acceptance.
Earnest Money to be deposited in trust account ☒ upon receipt or ☐ upon acceptance by BUYER and SELLER or ☐ other _____
and shall be held by: ☐ Listing Broker ☐ Selling Broker ☒ Closing Agency ☐ other _____
for the benefit of the parties hereto.

THE RESPONSIBLE BROKER SHALL BE: David W Evans

(B) ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). 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.

Cash proceeds from another sale: ☒ Yes ☐ No
(C) \$1,540,000.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of \$1,540,000.00 not including mortgage insurance, through ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ IHFA ☐ RURAL
DEVELOPMENT, ☒ OTHER Ag Loan with interest not to exceed 6% for a period of 30 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 10 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. 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 no 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(C) 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
confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably
withheld.

(D) \$ 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.

(E) \$610,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at
closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

BUYER'S Initials B.N. & M.N. Date 1-27-18 SELLER'S Initials M.E. Date 2-3-18

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the
Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. Copyright © Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2017 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

Source: 069063-000151-7007232

Prepared by: Douglas S. Larsen Western Land Acquisition LLC | larsen@larsen.com | 7605825931

PROPERTY ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

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 SELLER IS AWARE THAT BUYER INTENDS TO PERFORM AN IRC SECTION 1031 TAX-DEFERRED EXCHANGE. BUYER REQUESTS SELLER'S COOPERATION IN SUCH AN EXCHANGE AND AGREES TO HOLD SELLER HARMLESS FROM ANY AND ALL CLAIMS, COSTS, LIABILITIES, OR DELAYS IN TIME RESULTING FROM SUCH AN EXCHANGE. SELLER AGREES TO AN ASSIGNMENT OF THIS PURCHASE AND SALE AGREEMENT TO A QUALIFIED INTERMEDIARY BY THE BUYER.

BUYER AGREES TO ALLOW SELLER TO RENT THE MAIN HOME FOR UP TO ONE YEAR FROM THE DATE OF CLOSING. (RENT OF \$600 PER MONTH IS INCLUDED IN THE PURCHASE PRICE AND THEREFORE PAID IN FULL FOR UP TO 12 MONTHS AND IS NONREFUNDABLE. UTILITIES TO BE PAID BY SELLER DURING RENTAL PERIOD UNTIL SELLER VACATES THE RESIDENCE.)

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. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: 2-1/4 Mile Pivots, 1-1/4 Mile New 5" Wheel Line, 700' of new 3" Hand Lines, Approximately 4 Shares of St John Irrigation Water accessed by newly installed, gravity flow underground pipeline, Irrigation Well water rights #'s 15-2051 and 15-7240. All Permanently attached buildings/fixtures.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY 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.

7. 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 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.

8. 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.

9. 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: Within 7 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. BUYER shall have 7 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within 21 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, 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.

(B). TITLE COMPANY: The parties agree that Northern Title and Escrow Title Company located at 20 N. Main St, Malad City, Idaho 83252 shall provide the 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 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 Agency 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.

BUYER'S Initials B.N. [initials] Date 1-27-18SELLER'S Initials M.A. [initials] Date 2-3-18

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2017 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 2 of 7

Serial 069063-600151-7097232

Prepared by Douglas S. Larsen | Western Land Acquisition LLC | wlad@wladac.com | 780.382.6031

JULY 2017 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

PROPERTY ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

10. INSPECTION:

(A). BUYER chooses ☒ to conduct inspections ☐ not to conduct inspections. If BUYER chooses not to conduct inspections, skip Section 10B. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as "Buyer's Inspection Contingency." 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 10 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall and 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. 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. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than business days (two [2] if left blank) from acceptance for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern. 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.

☐ In the event this offer is subject to a short sale approval by a mortgage company, the time frame for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

Additional inspections/timeframes:

- ☒ Domestic Well Water Potability and/or Productivity Test shall be completed within business days (ten [10] if left blank) from acceptance.
- ☐ Septic inspection and/or Pumping shall be completed within business days (ten [10] if left blank) from acceptance.
- ☐ Survey shall be completed within business days (ten [10] if left blank) from acceptance.
- ☐ Other shall be completed within business days (ten [10] if left blank) from acceptance.
- ☐ Other shall be completed within business days (ten [10] if left blank) from acceptance.

(B). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed applicable 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 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 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 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests in whole or in part, BUYER may proceed under 10B(4) below.
4. If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
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.

(C). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

12. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to

BUYER'S Initials B.N. M.M. Date 1-27-18SELLER'S Initials M.A. C.H. Date 2-3-18

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. © Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2017 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 3 of 7

Source: 069063-600151-7007232

Prepared by Douglas S. Lorton • Western Land Acquisition LLC • khalid@lorton.com • 780.342.6111

JULY 2017 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

PROPERTY ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

14. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement. ☐ Yes ☐ No ☐ N/A

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have _____ business days (five (5) if left blank) but in no event shall such time period exceed that time period set forth for inspections in Section 10, to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

16. 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 _____ and/or ☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Homeowner's Association SET UP FEE of \$_____ at closing. ☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Homeowner's Association PROPERTY TRANSFER FEES of \$_____ at closing.

17. COSTS PAID BY: The parties agree to pay the following costs as indicated below. 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. 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 circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 10.

SELLER agrees to pay up to \$_____ (\$0 if left blank) of lender required repair costs only.

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

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

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	x				Title Ins. Standard Coverage Owner's Policy		x		
Appraisal Re-Inspection Fee	x				Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy	x			
Closing Escrow Fee			x		Additional Title Coverage				
Lender Document Preparation Fee	x				Domestic Well Water Potability Test Shall be ordered by: ☒ BUYER ☐ SELLER	x			
Tax Service Fee	x				Domestic Well Water Productivity Test Shall be ordered by: ☐ BUYER ☐ SELLER				x
Flood Certification/Tracking Fee	x				Septic Inspections Shall be ordered by: ☐ BUYER ☐ SELLER				x
Lender Required Inspections	x				Septic Pumping Shall be ordered by: ☐ BUYER ☐ SELLER				x
Attorney Contract Preparation or Review Fee				x	Survey Shall be ordered by: ☐ BUYER ☐ SELLER	x			

18. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy PROPERTY as BUYER'S primary residence.

BUYER'S Initials B.N. M.M. Date 1-27-18

SELLER'S Initials M.A. C.A. Date 2-3-18

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use to the real estate professionals who are members of the Idaho Association of REALTORS®, Inc. USE BY ANY OTHER PERSON IS PROHIBITED. © Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2017 EDITION

Phone 866-663-6001/51-7007232

Prepared by Douglas S. Linder Western Land Acquisition LLC : lsabulindner@gmail.com 7813828111

PROPERTY ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

19. **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.

20. **WALK THROUGH:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of the PROPERTY NOT AS A CONTINGENCY OF THE SALE - but for the following stated purposes: first walkthrough shall be within _____ business days (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within _____ business days (three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for phone and cable. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their associates of any liability as to incomplete repairs and/or any changed conditions.

21. **SINGULAR AND PLURAL** terms each include the other, when appropriate.

22. **FORECLOSURE NOTICE:** If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

23. **MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

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

25. **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 Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. **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.

27. **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."

28. **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.

29. **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 and/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, appraisal, 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 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. 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 fees, title insurance, escrow fees, appraisal, 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, appraisals, 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.

30. **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 agency, 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 agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties.

BUYER'S Initials B.N. - M.M. Date 1-27-18SELLER'S Initials M.A. - C.A. Date 2-3-18

This form is printed and distributed by the Idaho Association of REALTORS®. Use of this form has been designed and is intended for use by the real estate profession and is not to be used by any other person. Copyright © Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

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.

31. 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.

32. "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.

33. 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 enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

34. 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.

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency 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) May 15, 2018

The parties agree that the CLOSING AGENCY for this transaction shall be Northern Title and Escrow

located at 20 North Main St, Malad City, ID 83252

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

36. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ A.M. ☐ P.M.

37. PRORATIONS: 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 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.

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

39. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.

40. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

41. 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.

42. ACCEPTANCE: This offer is made subject to the acceptance, counter or rejection of SELLER and BUYER on or before (Date) January 31, 2018 at (Local Time in which PROPERTY is located) 9:00 ☐ A.M. ☒ P.M.

BUYER'S Initials

B.N. M.T. Date 1-27-18

SELLER'S Initials

M.A. C.H. Date 2-3-18

This form is printed and distributed by the Idaho Association of REALTORS® Inc. This form has been designed and is intended for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS® Inc. All rights reserved.

JULY 2017 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 6 of 7

Serial# 059063-600151-7007232

Prepared by Douglas S. Larsen Western Land Acquisition LLC | wlandacquiring@gmail.com | 7603826031

PROPERTY ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

43. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☒ SEE ATTACHED BUYER'S EXHIBIT(S): 1 _____ (Specify number of BUYER exhibit(s) attached.)

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

BUYER Signature Myron O. Naylor BUYER (Print Name) Myron O. Naylor
 Date 1-27-18 Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # 801-706-9580
 Address _____
 E-Mail Myron@bmplumbing.net Fax # _____

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

BUYER Signature Ben H. Naylor BUYER (Print Name) Benjamin H. Naylor
 Date 1-27-18 Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____
 E-Mail ben@bmplumbing.net Fax # _____

44. 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 Michael Asay SELLER (Print Name) Michael Asay
 Date 2-3-18 Time 3:30 ☐ A.M. ☒ P.M. Phone # 208-201-2304 Cell # _____
 Address 1850 North 5600 West, Malad City, ID 83252
 E-Mail asayrepair@gmail.com or mcasay4218@gmail.com Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature Cathy Asay SELLER (Print Name) Cathy Asay
 Date 2-3-18 Time 3:30 ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address _____
 E-Mail _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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.



RE-13 COUNTER OFFER # 4 (1, 2, 3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.

JULY 2017 EDITION
Page 1 of 1



Today's Date: February 20, 2018

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: January 27, 2018

ADDRESS: 1850 North 5600 West, Malad City, ID 83252

ID#:

BUYER: Myron O. Naylor and Benjamin H. Naylor

SELLER: Mike and Cathy Asay

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:

- ☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
- ☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

Buyer agrees to the terms in Seller's Counter Offer #3, but with this proviso:

As per Counter-offer #3, closing date is May 31, 2018. Buyer fully intends to close on or before that date; however, due to the constraints of a 1031 exchange, Seller agrees to grant at least one 30 day extension, should the need arise, if Buyer can produce reasonable evidence that closing is still likely to occur.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): February 23, 2018 at 5:00 ☐ A.M. ☒ P.M.
this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER Mike and Cathy Asay Date 2-22-18 Time 6:30 ☐ A.M. ☒ P.M.

SELLER Cathy Asay Date 2-22-18 Time 6:30 ☐ A.M. ☒ P.M.

BUYER Myron O. Naylor Date 2/22/18 Time 10:30 ☒ A.M. ☐ P.M.

BUYER Benjamin H. Naylor Date 2/22/18 Time 10:30 ☒ A.M. ☐ P.M.

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals and is not a contract of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright 2017 Idaho Association of REALTORS®, Inc. All rights reserved.

Page 1 of 1

JULY 2017 EDITION

RE-13 COUNTER OFFER

Spec No: 011460-600151-9172609

Prepared by Douglas S. Larsen : Western Land Acquisition LLC | idaho@westernland.com | 800.995.6031



RE-13 COUNTER OFFER # 3 (1,2,3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.

JULY 2017 EDITION
Page 1 of 1



Today's Date: February 17, 2018

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: January 27, 2018

ADDRESS: 1850 North 5600 West, Malad City, ID 83252

ID#:

BUYER: Myron O. Naylor and Benjamin H. Naylor

SELLER: Mike and Cathy Asay

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☒ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

ALL TERMS OF ORIGINAL OFFER TO REMAIN THE SAME, INCLUDING PURCHASE PRICE OF \$2,200,000.00

ALL TERMS OF SELLER'S COUNTER OFFER #1 TO REMAIN THE SAME, EXCLUDING THE PURCHASE PRICE.

CLOSING DATE TO REMAIN MAY 31, 2018, AS PER BUYER COUNTER OFFER #2. ALL OTHER TERMS OF COUNTER OFFER #2 EXCEPT THE PURCHASE PRICE OF \$2,200,000.00 ARE HEREBY NULLIFIED.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): February 22, 2018 at 5:00 ☐ A.M. ☒ P.M.
this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER: [Signature] Date: 2-19-18 Time: 16:25 ☒ A.M. ☐ P.M.
SELLER: [Signature] Date: 2-19-18 Time: 11:25 ☒ A.M. ☐ P.M.
BUYER: _____ Date: _____ Time: _____ ☐ A.M. ☐ P.M.
BUYER: _____ Date: _____ Time: _____ ☐ A.M. ☐ P.M.

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. © Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

Page 1 of 1

JULY 2017 EDITION

RE-13 COUNTER OFFER

Serial#: 065476-500151-9052543

Prepared by: Douglas S. Laisen | Western Land Acquisition LLC | idahofalconer@gmail.com | 7603828051



RE-13 COUNTER OFFER # 2

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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



Today's Date: February 12, 2018

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: January 27, 2018

ADDRESS: 1850 North 5500 West, Malad City, ID 83252

ID#

BUYER: Myron O. Naylor and Benjamin H. Naylor

SELLER: Mike and Cathy Asay

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

ORIGINAL OFFER PRICE OF \$2,200,000.00

RENTAL AGREEMENT OF 12 MONTHS POST-CLOSING IS REMOVED (Lines 70, 71, 72 on original offer)

CLOSING DATE TO BE MAY 31, 2018

POSSESSION TO OCCUR IMMEDIATELY UPON CLOSING DATE.

SELLER ALLOWED 60 DAYS FROM CLOSING DATE TO VACATE PROPERTY INCLUDING PERSONAL POSSESSIONS
EXCLUDED FROM THIS CONTRACT.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): February 16, 2018 at 12:00 ☐ A.M. ☒ P.M.
this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER	Date	Time	☐ A.M. ☐ P.M.
SELLER	Date	Time	☐ A.M. ☐ P.M.
BUYER <i>B. H. Naylor</i>	Date <u>2-12-18</u>	Time	☐ A.M. ☐ P.M.
BUYER <i>Myron O. Naylor</i>	Date <u>2-12-18</u>	Time	☐ A.M. ☐ P.M.

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2017 EDITION

RE-13 COUNTER OFFER

Page 1 of 1



RE-13 COUNTER OFFER # 1 (1,2,3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.

JULY 2017 EDITION
Page 1 of 1



Today's Date: February 3, 2018

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: January 27, 2018

ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

BUYER: Myron O. Naylor and Benjamin H. Naylor

SELLER: Mike and Cathy Asay

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☒ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

Purchase Price to be \$2,350,000 of which \$250K is assigned to the value of the Principle Residence & separate deeded lot upon which it sits - including the shop.

Seller to remove old log house across from Primary Residence & relocate.

Seller to remove 2 unattached upright fuel tanks & one 2,000 Gal ground level fuel tank.

*Seller to keep & remove all unattached farm equipment, livestock fixtures & equipment - anything unattached at Seller's option
Buyer is aware that Seller intends to perform a 1031 Tax-Deferred exchange. Seller Requests Buyer's Cooperation in such exchange and agrees to hold harmless Buyer from any and all claims, costs liabilities or delays in time resulting from such an exchange. - Buyer further agrees to sign a contract amendment splitting this contract into two separate transactions to accommodate a 1031 exchange but totaling Counter Offer # 1's Purchase Price of \$2,350,000.*

2018 Fall Farm Planting stays w/ Buyer as part of contract. Furthermore, if this transaction is not closed before 2018 Spring Crops are planted - Buyer to Reimburse Seller for costs incurred (i.e. fertilizer, seed, fuel, time, etc)

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): February 12, 2018 at 9:00 ☐ A.M. ☒ P.M.
this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original.

SELLER: *Mike Asay* Date: 2-3-17 Time: 3:30 ☐ A.M. ☒ P.M.
SELLER: *Cathy Asay* Date: 2-3-17 Time: 3:30 ☐ A.M. ☒ P.M.
BUYER: _____ Date: _____ Time: _____ ☐ A.M. ☐ P.M.
BUYER: _____ Date: _____ Time: _____ ☐ A.M. ☐ P.M.

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2017 EDITION

RE-13 COUNTER OFFER

Page 1 of 1

Serial#: 052387-800151-7593208

Prepared by: Douglas S. Larson | Western Land Acquisition LLC | idahofalconer@gmail.com | 7603828031

formsimplicity

Typed Copy for Legibility Only



RE-13 COUNTER OFFER # 1 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.

JULY 2017 EDITION
Page 1 of 1



Today's Date: February 3, 2018

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: January 27, 2018

ADDRESS: 1850 North 5600 West, Malad City, Oneida County, ID 83252

ID#:

BUYER: Myron O. Naylor and Benjamin H. Naylor

SELLER: Mike and Cathy Asay

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☒ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
Purchase Price to be \$2,350,000.00 of which \$250K is assigned to the value of the principle residence and separate deeded lot upon which it sits, including the shop.

Seller allowed to remove old log house across from Primary Residence and relocate it.

Seller to remove two unattached, upright fuel tanks and one 2,000 Gallon ground level fuel tank.

Seller to keep and remove all unattached farm equipment, livestock fixtures and equipment... anything unattached at the Seller's option.

Buyer is aware that Seller intends to perform an IRC Section 1031 Tax-Deferred Exchange. Seller requests Buyer's cooperation in such an exchange and agrees to hold Buyer harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange. Buyer further agrees to sign a contract amendment, should the need arise, splitting this contract into two separate transactions to accommodate a 1031 Exchange, but totalling Counter Offer #1's Purchase Price of \$2,350,000.00.

2017 Fall Farm Planting stays with Buyer as part of Contract. Furthermore, if this transaction is not closed before 2018's Spring Crops are planted, Buyer to reimburse Seller for costs incurred, (i.e. Seed, fertilizer, fuel, time, etc.) so as not to delay the planting of 2018 crops.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): February 12, 2018 at 9:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

SELLER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

This form is printed and distributed by the Idaho Association of REALTORS[®], Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS[®]. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS[®], Inc. All rights reserved.

JULY 2017 EDITION

RE-13 COUNTER OFFER

Page 1 of 1

Serial#: 003226-300151-7705115

Prepared by: Douglas S. Larsen | Western Land Acquisition LLC | idahofalconer@gmail.com | 7603828031



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 14, 2022

SAVVY INVESTMENTS LLC
PO BOX 1374
RIVERTON UT 84065

RE: Change in Ownership
Water Rights: 15-2051, 15-7240

Dear Sir/Madam:

On December 16, 2019, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide additional evidence of ownership. On December 16, 2019 and a 2nd request June 25, 2020, we sent a letter requesting the additional information. The additional information was to be provided within 30 days.

IDWR has never received a response to the request. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning your original ownership change and have initiated a refund of your filing fee (\$50.00). The refund from the state of Idaho will arrive at the address listed above within a couple of weeks.

Please feel free to re-file your change in ownership any time in the future. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the Assignment.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Jonie Barg
Technical Records Specialist

Enclosure(s)

Barg, Jonie

From: Barg, Jonie
Sent: Monday, March 14, 2022 11:29 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt(2).PDF

Good morning!

I have a refund request as follows:

Receipt number: E045512
Amount: \$50.00
Payable to: Savvy Investing LLC
PO Box 1374
Riverton UT 84065

Reason: Ownership Change submitted for 2 water rights \$50.00. Additional information was requested for the ownership change, but was not received, the application is only being returned unprocessed. Therefore, the applicant is entitled to a full refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Barg | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 25, 2020

****2nd Request****

Savvy Investments LLC
PO Box 1374
Riverton UT 84065

RE: Change in Ownership Water Right No. 15-2051 and 15-7240

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:

****** Evidence of Water Right Ownership or Additional Fee:** We have sufficient evidence to update 15-2051. Please review the map attached there is an 11 acre parcel outlined in pink that is covered by the place of use for water right number 15-7240 out lined in green, the pink parcel is one of the exceptions in your legal description provided. If you do not own the portion out lined in pink a split is required and an additional fee is required, the additional fee is \$75.00. If you do own that parcel please supply evidence of ownership.

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)



State of 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

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

December 16, 2019

Savvy Investing LLC
Po Box 1374
Riverton UT 84065

RE: Ownership Change for water right no(s). 15-2051 & 15-7240

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. We have all the information required for 15-2051. The information required is indicated below:

**** **Evidence of Ownership or Additional Filing Fee:** Please review the map attached there is an eleven acre parcel outlined in pink that is covered by the place of use of water right 15-7240 outlined in green. If you do not own that portion of the water right a split is required. Please submit evidence of ownership for that parcel or if a split is required please supply the additional filing fee for the department to split the water right. The fee for a split ownership change is \$100.00 per water right, therefore an additional \$75.00 is required.

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)

Idaho Department of Water Resources



Legend

-  Exception T-5225 (Parcel Data Sandridge Farm & Services LLC)
 Place of Use 15-7240
 Township/Range
 Sections
 QQ
 Parcels