Form 42-248/42-1409(6) Rev. 1/15

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 01 2021
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. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-2724 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-9768 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-2673 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-8588 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: FRANCIS BILBAO
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): ALZAR SCHOOL INC.
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

   PO BOX 1609 | CASCADE | ID | 83611
   Mailing address | City | State | ZIP

   208-860-4494 | sbierle@alzarschool.org
   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: 01/28/2021.

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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

   SUPPORT DATA IN FILE # 65-2673

   - ☐ 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.

8. Signature: _____ (Signature of new owner/claimant) | Head of School (Title, if applicable) | 5/21/2021 (Date)

   Signature: _____ (Signature of new owner/claimant) | _____ (Title, if applicable) | _____ (Date)

For IDWR Office Use Only:

Receipted by KH Date 6-1-21 Receipt No. C110472 Receipt Amt. $100 –

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 6-15-21

When recorded, return to:
Alzar School, Inc.
1600 Airport Way
Cascade, Idaho 83611

Instrument # 436930
VALLEY COUNTY, CASCADE, IDAHO
01-28-2021 13:38:04 No. of Pages: 8
Recorded for: AMERITITLE - CASCADE
DOUGLAS A. MILLER Fee: $15.00
Ex-Officio Recorder Deputy: RRC
Electronically Recorded by Simplifile

WARRANTY DEED

Warranty Deed made this 25 day of January, 2021, between **Frank Bilbao, Julio Bilbao and Dolores Seielstad** (collectively the "***Grantor***") and **Alzar School, Inc.**, an Idaho nonprofit corporation whose address is 1600 Airport Way, Cascade, Idaho 83611 (the "***Grantee***"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, convey and warrant unto Grantee and its successors and assigns forever, all the following described real property situated in the County of Valley, State of Idaho:

See **Exhibit A** attached hereto and incorporated herein by reference.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property herein described (including any mineral rights owned by Grantor), as well in law as in equity, except only as expressly provided otherwise herein.

Together with all water rights and other entitlements to receive water for beneficial use on the described real property, including without limitation, all rights represented by any contract decree, license, permit, permit application, claim or storage entitlement, water shares and canal shares, and those water rights identified in the records of the Idaho Department of Water Resources for beneficial use on the described real property, and all ditches, ditch rights, easements and rights-of-way associated with the delivery of such water rights.

TO HAVE AND TO HOLD the said premises, together with all appurtenances thereto, unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; and that said premises are free from all encumbrances except current years' taxes, levies, and assessments, and except easements, rights-of-way, reservations, and restrictions of record, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show and that Grantor will warrant and defend the same from all lawful claims whatsoever.

[signatures on following pages]

Frank Bilbao

Frank Bilbao

Agreed to and acknowledged by:

Nancy Bilbao

Nancy Bilbao

STATE OF WA)
) ss.
County of Spokane)

On this 25th day of January, 2021, before me, a Notary Public, personally appeared Frank Bilbao, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

TYLER CRUME
MY COMM. EXP. 08-03-2024
NOTARY PUBLIC
COMM. NO. 186067
STATE OF WASHINGTON

NOTARY PUBLIC FOR Washington
Residing at Spokane
My Commission Expires: 8-3-24

STATE OF WA)
) ss.
County of Spokane)

On this 25th day of January, 2021, before me, a Notary Public, personally appeared Nancy Bilbao, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

TYLER CRUME
MY COMM. EXP. 08-03-2024
NOTARY PUBLIC
COMM. NO. 186067
STATE OF WASHINGTON

NOTARY PUBLIC FOR Washington
Residing at Spokane
My Commission Expires: 8-3-24

Julio Bilbao

Julio Bilbao

Agreed to and acknowledged by:

Julie Bilbao

Julie Bilbao

STATE OF ID)
) ss.
County of ADA)

On this 22 day of January, 2021, before me, a Notary Public, personally appeared Julio Bilbao, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

CLAIRE EDDE
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20190484
MY COMMISSION EXPIRES 3-7-2025

1/22/21

Claire Edde

NOTARY PUBLIC FOR IDAHO
Residing at 5301 E Warm Springs Ave.
My Commission Expires: 3/7/2025

STATE OF ID)
) ss.
County of ADA)

On this 22 day of January, 2021, before me, a Notary Public, personally appeared Julie Bilbao, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

CLAIRE EDDE
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20190484
MY COMMISSION EXPIRES 3-7-2025

1/22/21

Claire Edde

NOTARY PUBLIC FOR IDAHO
Residing at 5301 E Warm Springs Ave.
My Commission Expires: 3/7/2025

Dolores Seielstad

Dolores Seielstad

Agreed to and acknowledged by:

George Seielstad

George Seielstad

STATE OF MT)
) ss.
County of Missoula

On this 25th day of January, 2021, before me, a Notary Public, personally appeared Dolores Seielstad, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

SABRINA GARCIA
NOTARY PUBLIC for the
State of Montana
Residing at Lolo, Montana
My Commission Expires
February 07, 2021

NOTARY PUBLIC FOR
Residing at Lolo, MT
My Commission Expires: 02/07/2021

STATE OF MT)
) ss.
County of Missoula

On this 25 day of January, 2021, before me, a Notary Public, personally appeared George Seielstad, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

SABRINA GARCIA
NOTARY PUBLIC for the
State of Montana
Residing at Lolo, Montana
My Commission Expires
February 07, 2021

NOTARY PUBLIC FOR
Residing at Lolo, MT
My Commission Expires: 02/07/2021

EXHIBIT A

Parcel A

268.36 Acres

Located in Portions of Sections 8 & 17

T. 13 N., R. 4 E., B.M.,

Valley County, Idaho

A parcel of land located in portions of Sections 8 and 17, T. 13 N., R. 4 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the West 1/4 corner of Section 8, a found brass cap monument; Thence a bearing of N 89°37'50" E, a distance of 1125.05 feet, on the center section line, to a set 5/8 inch rebar on Ordinary High Water Line of the left bank of the North Fork of the Payette River and the **TRUE POINT OF BEGINNING** of said Parcel A.

Thence a bearing of N 89°37'50" E, a distance of 196.28 feet, on said center section line, to a set 5/8 inch rebar being the CW 1/16 corner of said Section 8; Thence a bearing of N 89°37'50" E, a distance of 1321.33 feet, on said center section line, to a set 5/8 inch rebar being the C 1/4 corner of said Section 8; Thence a bearing of N 89°37'50" E, a distance of 1325.39 feet, on said center section line, to a set 5/8 inch rebar being the CE 1/16 corner of said Section 8; Thence a bearing of S 00°20'59" W, a distance of 2646.56 feet, on the east boundary line of the W1/2SE1/4 to a set 5/8 inch rebar being the E 1/16 corner common to said Section 8 and Section 17; Thence a bearing of N 89°12'31" E, a distance of 1323.24 feet, on the south boundary line of said Section 8, to the Southeast corner of said Section 8, a found aluminum cap monument; C.P.F. Inst. No. 322723, corner records of said Valley County, said corner also being on the westerly right-of-way boundary line of State Highway 55; Thence on a non-tangent curve to the right, on said westerly right-of-way boundary line of State Highway 55, said curve having a length of 179.42 feet, a radius of 19,043.60 feet and a chord which bears S 00°24'26" W, a distance of 179.42 feet, to a found brass cap highway right-of-way monument at PC Station 504+06.95; Thence a bearing of S 00°40'52" W, a distance of 507.06 feet, on said westerly right-of-way boundary line, to a found brass cap right-of-way monument at Station 499+00; Thence a bearing of S 88°57'55" W, a distance of 9.69 feet, to a found brass cap right-of-way monument at Station 499+00; Thence a bearing of S 00°41'01" W, a distance of 640.38 feet, on said westerly right-of-way boundary line, to a set 5/8 inch rebar on the south boundary line of the NE1/4NE1/4 of Section 17; Thence a bearing of S 89°27'04" W, a distance of 1306.69 feet, on said south boundary line of the NE1/4NE1/4 of Section 17, to a set 5/8 inch rebar being the NE 1/16 corner of said Section 17; Thence a bearing of S 00°21'12" W, a distance of 1029.51 feet, on the west boundary line of Government Lot 8, to a set 5/8 inch rebar On the Ordinary High Water Line of the Left Bank of the East Channel of the North Fork of the Payette River;

Thence the following courses along said Ordinary High Water Line of the Left Bank of the North Fork of the Payette River:

A bearing of N 67°29'24" W, a distance of 49.38 feet to a point;

A bearing of N 49°33'19" W, a distance of 73.70 feet to a point;
A bearing of N 44°25'05" W, a distance of 137.43 feet to a point;
A bearing of N 26°01'47" W, a distance of 29.58 feet to a point;
A bearing of N 42°15'12" W, a distance of 105.00 feet to a point;
A bearing of N 33°29'42" W, a distance of 34.54 feet to a point;
A bearing of N 21°13'56" W, a distance of 81.85 feet to a point;
A bearing of N 15°38'01" W, a distance of 70.56 feet to a point;
A bearing of N 02°18'15" W, a distance of 33.30 feet to a point;
A bearing of N 29°37'42" W, a distance of 71.20 feet to a point;
A bearing of N 38°56'59" W, a distance of 124.15 feet to a point;
A bearing of N 29°31'50" W, a distance of 152.35 feet to a point;
A bearing of N 32°28'32" W, a distance of 76.92 feet to a point;
A bearing of N 36°08'35" W, a distance of 58.47 feet to a point;
A bearing of N 43°42'46" W, a distance of 116.88 feet to a point;
A bearing of N 75°39'59" W, a distance of 107.03 feet to a point;
A bearing of N 83°21'23" W, a distance of 64.92 feet to a point;
A bearing of S 88°04'03" W, a distance of 80.75 feet to a point;
A bearing of S 89°50'07" W, a distance of 104.23 feet to a point;
A bearing of S 05°25'09" W, a distance of 13.03 feet to a point;
A bearing of S 76°35'05" W, a distance of 37.16 feet to a point;
A bearing of N 77°44'58" W, a distance of 38.09 feet to a point;
A bearing of S 89°35'49" W, a distance of 86.35 feet to a point;
A bearing of S 83°31'45" W, a distance of 53.30 feet to a point;
A bearing of S 45°21'11" W, a distance of 38.22 feet to a point;
A bearing of S 62°58'34" W, a distance of 117.95 feet to a point;
A bearing of S 68°40'10" W, a distance of 65.55 feet to a point;
A bearing of S 70°14'43" W, a distance of 113.09 feet to a point;
A bearing of S 51°53'35" W, a distance of 152.25 feet to a point;
A bearing of S 31°57'39" W, a distance of 133.73 feet to a point
A bearing of S 45°23'13" W, a distance of 48.43 feet to a point;

A bearing of S 28°45'33" W, a distance of 39.39 feet to a point;
A bearing of S 46°07'57" W, a distance of 88.04 feet to a point;
A bearing of S 35°03'27" W, a distance of 50.72 feet to a point;
A bearing of S 31°07'23" W, a distance of 150.79 feet to a point;
A bearing of S 54°49'04" W, a distance of 39.38 feet to a point;
A bearing of S 83°13'25" W, a distance of 15.02 feet to a point;
A bearing of N 87°38'20" W, a distance of 76.77 feet to a point;
A bearing of N 77°38'36" W, a distance of 30.02 feet to a point;
A bearing of N 67°08'57" W, a distance of 59.93 feet to a point;
A bearing of N 49°23'18" W, a distance of 93.23 feet to a point;
A bearing of N 31°05'34" W, a distance of 128.34 feet to a point;
A bearing of N 24°12'47" W, a distance of 71.76 feet to a point;
A bearing of N 01°23'26" E, a distance of 74.89 feet to a point;
A bearing of N 02°42'12" W, a distance of 98.88 feet to a point;
A bearing of N 05°05'54" W, a distance of 134.71 feet to a point;
A bearing of N 17°16'27" W, a distance of 110.86 feet to a point;
A bearing of N 22°35'19" W, a distance of 109.46 feet to a point;
A bearing of N 06°30'17" E, a distance of 71.30 feet to a point;
A bearing of N 18°07'09" W, a distance of 255.14 feet to a point;
A bearing of N 04°40'11" W, a distance of 139.85 feet to a point;
A bearing of N 16°23'06" E, a distance of 131.09 feet to a point;
A bearing of N 21°58'28" E, a distance of 79.86 feet to a point;
A bearing of N 06°36'51" E, a distance of 99.82 feet to a point;
A bearing of N 25°03'40" W, a distance of 243.47 feet to a point;
A bearing of N 00°39'34" E, a distance of 108.15 feet to a point;
A bearing of N 13°29'34" E, a distance of 46.06 feet to a point;
A bearing of N 31°45'17" E, a distance of 53.80 feet to a point;
A bearing of N 00°04'10" W, a distance of 57.15 feet to a point;
A bearing of N 31°40'41" E, a distance of 137.72 feet to a point;
A bearing of N 38°24'04" E, a distance of 74.28 feet to a point;

A bearing of N 45°33'08" E, a distance of 129.63 feet to a point;

A bearing of N 44°53'15" E, a distance of 290.45 feet to a point;

A bearing of N 50°23'18" E, a distance of 90.46 feet to a point;

A bearing of N 37°54'59" E, a distance of 182.07 feet to a point;

A bearing of N 30°21'27" E, a distance of 144.77 feet to a point;

A bearing of N 13°19'36" E, a distance of 150.23 feet to a point;

A bearing of N 06°12'11" E, a distance of 73.32 feet to a point;

A bearing of N 02°13'50" E, a distance of 111.69 feet to a point;

A bearing of N 19°15'31" W, a distance of 228.10 feet to a point;

A bearing of N 23°29'32" W, a distance of 84.86 feet to a point;

A bearing of N 29°01'10" W, a distance of 83.28 feet to a point;

A bearing of N 20°15'57" W, a distance of 31.07 feet to a point;

A bearing of N 34°01'36" W, a distance of 195.60 feet to a point;

A bearing of N 31°16'58" W, a distance of 152.61 feet to a point;

A bearing of N 42°28'59" W, a distance of 154.59 feet to a point;

A bearing of N 32°39'38" W, a distance of 136.48 feet to a point;

A bearing of N 20°43'18" W, a distance of 92.83 feet to a point;

A bearing of N 43°58'08" W, a distance of 25.52 feet to a point;

A bearing of N 30°12'15" W, a distance of 245.54 feet to a point;

A bearing of N 46°24'34" W, a distance of 442.22 feet to the **POINT OF BEGINNING.**

Said described parcel of land contains 268.36 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use and to claims by the State of Idaho above said Ordinary High Water Line.

RECEIVED
JUN 0 1 2021
DEPARTMENT OF
WATER RESOURCES

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made effective as of the last date of execution on the signature page hereof (the "Effective Date"), by and between Frank Bilbao, Julio Bilbao and Dolores Seielstad, individuals (collectively "***Seller***") and Alzar School Inc., an Idaho nonprofit corporation ("***Buyer***").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the mutual representations, covenants, undertakings and agreements hereinafter contained, Seller and Buyer represent, covenant, undertake and agree as follows:

1. DESCRIPTION OF PROPERTY.

Seller agrees to sell, transfer and convey and Buyer agrees to purchase and have transferred and conveyed, all for a purchase price and subject to and upon each of the terms and conditions hereinafter set forth, the following:

(a) Property. The land legally described in **Exhibit A**, attached hereto and made a part hereof (the "***Land***"), and improvements and structures located on the Land (collectively the "***Improvements***"). The Improvements and the Land are hereinafter collectively referred to as the "***Real Property***."

(b) Intangible Property. All intangible property, whether enumerated herein or not, in which Seller has an interest, now or hereafter used in connection with the operation or maintenance of the Improvements, or the Land, including, without limitation, all leases, licenses and other agreements to occupy all or any part of the Real Property (all hereinafter collectively referred to as the "***Intangible Property***").

(c) Appurtenant Rights. All right, title, and interest of Seller to land, if any, lying in the bed of any street, road, or avenue, open or proposed, at the foot of or adjoining the Land to the center line of such street, road or avenue, and to the use of all easements, if any, whether of record or not, appurtenant to the Land and the use of all strips and rights-of-way, if any, abutting, adjacent, contiguous or adjoining such Land and all water and water rights, ditch and ditch rights, water storage and water storage rights (and without limiting the generality of the foregoing Idaho Department of Water Resources Water Right Nos. 65-2673, 65-2724,65-8588 and 65-9768) (all hereinafter collectively referred to as the "***Appurtenant Rights***").

The Real Property, Intangible Property and Appurtenant Rights are hereinafter sometimes collectively referred to as the "***Property***." The Property includes all fixtures, household appliances, irrigation equipment and related infrastructure (including without limitation pumps, electrical panels, switches, penstocks, pipes, pivots, sprinkler pipe) but does not include the other personal property of Seller.

2. PURCHASE PRICE AND PAYMENT TERMS.

Subject to the adjustments and prorations described in this Agreement, the purchase price to be paid by Buyer to Seller for the Property shall be [redacted]) (the "***Purchase Price***").

The Purchase Price shall be payable in the following manner:

(a) Earnest Money. Within five (5) business days of the execution of this Agreement, Buyer shall deposit with AmeriTitle, LLC, 700 S. Main Street, Cascade, Idaho 83611 (the "***Closing Agent***") as escrowee, an amount equal to [redacted]) (the "***Earnest Money***"). Closing Agent shall hold the Earnest Money under the standard escrow instructions currently in use by Closing Agent, provided that such instructions shall not alter disbursement of Earnest Money as provided herein. All Earnest Money and interest earned thereon, if any, shall be applied toward the Purchase Price at closing, provided the transaction contemplated herein proceeds through closing.

(b) Disbursement of Earnest Money. The Earnest Money shall be returned to Buyer or delivered to Seller in accordance with the terms hereof. The parties hereto agree to promptly direct the Closing Agent to deliver the Earnest Money in accordance with the terms hereof.

(c) Cash. The balance of the Purchase Price, plus or minus prorations set forth herein, shall be paid by wire transfer or official bank check on the Closing Date, defined below.

3. TITLE MATTERS.

(a) Documents Evidencing Title. Seller shall deliver or cause to be delivered to Buyer, not more than ten (10) days after the date hereof, a commitment for an owner's title insurance policy, dated after the date hereof, issued by Closing Agent in the amount of the Purchase Price, with standard form coverage (the "***Title Commitment***") showing marketable and insurable title to the Property to be in the Seller subject only to: (i) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which are removed by the payment of money or otherwise on the Closing Date and which Seller shall so remove at that time; (ii) standard exceptions; and (iii) permitted encumbrances as approved by Buyer as provided further in Section 3(b) immediately below (collectively, the "***Permitted Exceptions***").

(b) Title Defects. Buyer shall have fifteen (15) business days after delivery of the Title Commitment within which to object in writing to any exception shown thereon and if said exception cannot be removed by Seller on or before the Closing Date, Buyer shall have the right to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer and all parties thereafter released and discharged from any further obligation under this Agreement. The failure of the Buyer to deliver written notice of an objection to a material exception shown on the Title Commitment within the time provided shall conclusively constitute the approval by Buyer of the exceptions shown in the Title Commitment.

(c) Title Policy. At Closing (and as a condition to Buyer's obligation to close), Closing Agent shall irrevocably commit to providing Buyer, as soon thereafter as is practicable, with a standard coverage owner's title insurance policy ("**Title Policy**") pursuant to the Title Commitment dated as of the Closing Date and insuring Buyer that fee title to the Property is vested in Buyer, in the amount of the Purchase Price, subject only to (a) the printed exclusions and general exceptions appearing in the Title Policy form and (b) the Permitted Exceptions. Seller shall pay the premium for a standard owner's title insurance policy. Buyer shall be responsible for the costs of any additional endorsements to the standard owner's policy including extended or expanded coverage.

4. INSPECTION.

(a) Property Disclosure. Within ten (10) days from the date hereof, Sellers will provide Buyer the property disclosure required by Idaho's Property Condition Disclosure Act (Idaho Code § 55-2501, *et. seq*). Upon receipt, Buyer will provide Seller with a signed and dated copy, acknowledging receipt.

(b) Right to Inspect. For a period of thirty (30) days from the date hereof (sometimes hereinafter referred to as the "***Review Period***"), Buyer and Buyer's agents, shall have the right, during

reasonable hours, to inspect the Property, and to undertake, at Buyer's expense, such tests and other activities as Buyer shall determine in connection therewith, including, without limitation, the right to make: (i) a complete physical inspection of the Property; (ii) such other investigations as Buyer in its discretion may require to confirm approval of the Property for Buyer's intended use (iii) real estate tax analysis; and (iv) investigation of all records and all other documents and matters, public or private pertaining to Seller's ownership of the Property. The foregoing shall hereinafter sometimes be collectively referred to as the "***Inspection***." Seller shall give Buyer access to the Property for Buyer's Inspection. The Inspection shall not disturb the quiet enjoyment of Seller or be without prior notice to Seller.

(c) Right to Survey. In addition to Buyer's general Inspection, Buyer shall have the right in its discretion and at its expense, to obtain a current certified survey of the Property prepared by a licensed surveyor in accordance with Buyer's requirements (the "***Survey***") which shall at a minimum show that: (1) the legal description of the Property including acreage (it is agreed that the legal description contained in the Survey shall be the legal description used in the Warranty Deed conveying the Property to Buyer); (2) the Property extends to all adjacent streets, alleys and rights-of-way, which streets, alleys and rights-of-way have been dedicated to, and accepted for public use by, the appropriate governmental authority; (3) utilities are available to the boundaries of the Property adequate to serve Buyer's proposed use; and (4) if the Property contains more than one parcel, then all of the parcels together form one parcel, and each parcel forming the larger parcel shares its interior boundary lines with the other parcel or parcels.

(d) Approval Notice. In the event that Buyer, in Buyer's sole and exclusive discretion, is not satisfied for any reason with the results of the Inspection, Buyer may, by written notice (the "***Termination Notice***") delivered to Seller on or before the last day of the Review Period (the "***Approval Date***"), terminate this Agreement, which thereafter shall be of no force and effect without further action by the parties hereto. Upon a termination as herein provided, the Earnest Money shall be returned to Buyer less any costs or fees charged by the Closing Agent, if any. It is understood and agreed that the failure of Buyer to deliver a Termination Notice for any reason, as a result of Buyer's Inspection, on or before the Approval Date shall constitute a waiver of Buyer's right to terminate this Agreement pursuant to the terms of this paragraph.

(e) Continuing Right to Inspect. Notwithstanding the limitations of this paragraph, Buyer shall have the continuing right to continue the Inspection after the Review Period expires.

5. CONDITION OF PROPERTY. Except as otherwise specifically provided herein, at Closing the Property will be purchased by Buyer "AS-IS" "WHERE IS" and "With All Faults," and without warranty as to habitability. Seller warrants title, as provided in the Warranty Deed.

6. CONDITIONS PRECEDENT TO CLOSING.

(a) Conditions Precedent. This Agreement, and Buyer's obligation to close the transaction contemplated herein, are subject to the following express conditions precedent. Notwithstanding anything to the contrary which may be contained herein, each of the conditions precedent may be waived in writing by Buyer, such conditions being for the exclusive protection and benefit of Buyer. Seller agrees to cooperate with Buyer and to execute any documents that may be necessary or convenient to the performance or satisfaction of these conditions by Buyer on or before closing:

(i) Buyer has received, on or before November 25, 2020, a firm commitment for financing its purchase of the Property on terms acceptable to Buyer in its discretion. Without limiting Buyer's rights under this Agreement, Buyer may terminate this Agreement in its discretion if Buyer has not received a firm commitment for financing its purchase of the Property, on terms acceptable to Buyer in its discretion, on or before November 25, 2020.

(ii) Title to the Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies, and other exceptions to title, except the lien of taxes not yet due and payable, any and all existing easements, rights-of-way,

reservations, restrictions, and encumbrances of record, to all zoning laws and ordinances, to any state of facts an accurate survey or inspection of the Property would show, and the Permitted Exceptions.

(iii) Buyer has approved, on or before expiration of the Review Period, the results of the Inspection.

(iv) Buyer has approved, in its discretion and on or before December 5, 2020, the results of the Survey.

(b) Failure of a Condition Precedent. In the event of a failure of any condition precedent set forth herein, then Buyer may declare this Agreement null and void, in which event the Earnest Money shall be returned to Buyer, and the parties shall have no further obligations or liabilities hereunder.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

Seller hereby represents, warrants and covenants to Buyer that as of the date hereof and as of the Closing Date:

(a) That Seller is and shall be the owner of marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements, leases, tenancies, licenses, claims, options, options to purchase and any other matters affecting title, except for any and all existing easements, rights-of-way, reservations, restrictions, and encumbrances of record, to all zoning laws and ordinances, to any state of facts an accurate survey or inspection of the Property would show, the Permitted Encumbrances, and those liens of a definite and ascertainable amount which shall be removed by Seller at closing. There shall be no change in the ownership, operation, or control of the Property from the date hereof to the Closing Date.

(b) That to the best of Seller's knowledge there are no condemnation or judicial proceedings, administrative actions or examinations, claims or demands of any type which have been instituted or which are pending or threatened against Seller, the Property or any part thereof. In the event Seller receives notice of any such proceeding, action, examination, or demand, Seller shall promptly deliver a copy of such notice to Buyer.

(c) That there are not now, and to the best of Seller's knowledge there have never been, any underground storage tanks on the Property.

(d) To the best of Seller's knowledge, that the Property, and the use and operation thereof, are in compliance with all applicable municipal and governmental laws, ordinances, regulations, licenses, permits and authorizations, and there are presently in effect all licenses, permits and other authorizations necessary for the use, occupancy and operation of the Property as it is presently being operated.

(e) To the best of Seller's knowledge, that there exists no condition with respect to the operation, use or occupancy of the Property which violates any environmental, zoning, building, health, fire or similar law, ordinance or regulation. There has been no notice of any violation of any environmental, zoning, building, health, fire or similar law, ordinance or regulation relative to the maintenance, operation, use or occupancy of any building or other improvements constituting part of the Property which has not been fully complied with, nor has Seller received any notice, written or otherwise, from a government agency requiring the correction of any condition with respect to the Property which has not been fully complied with. Seller shall promptly comply with any notices received after the date hereof and shall promptly deliver to Buyer a copy of any such notice together with evidence of compliance therewith.

(f) That from and after the date hereof and until the Closing Date, Seller shall maintain, or cause to be maintained, the Property in good condition and repair, and shall continue to make or cause to

be made ordinary repairs, replacements and maintenance between the date hereof and the Closing Date with respect to the Property.

(g) That there are and will be no unrecorded mechanic's or materialmen's liens or any claims for such liens affecting the Property, and as of the Closing Date, there will be no work or material performed or furnished for which payment will not have previously been made.

8. CLOSING AND RELATED MATTERS.

(a) Closing Date. The closing shall take place on or before December 15, 2020, at the office of Closing Agent at a date and time mutually agreed upon by the parties (the "***Closing Date***"). Provided, however, Buyer shall be obligated to close only if the conditions provided for in paragraph 6(a) have been satisfied and/or waived by Buyer. Provided, if Buyer refuses to close on or before the Closing Date if the conditions provided for in paragraph 6(a) have not been satisfied or waived by Buyer, Seller may, in its discretion, extend the Closing Date or terminate the Agreement. If the Agreement is terminated by Seller pursuant to this provision, the Earnest Money shall be returned to Buyer less any costs or fees charged by the Closing Agent, if any.

(b) Seller's Deposits. On the Closing Date, Seller shall deliver the following documents to Closing Agent:

(i) Warranty Deed executed by Seller conveying the Property to Buyer subject only to any and all existing easements, rights-of-way, reservations, restrictions, and encumbrances of record, to all zoning laws and ordinances, to any state of facts an accurate survey or inspection of the Property would show, and the Permitted Exceptions.

(ii) A Closing Statement.

(iii) Any water right assignment or notice forms reasonably requested by Buyer.

(iv) An executed original of the Lease identified in paragraph 10(a).

(v) An executed original of the License identified in paragraph 10(b).

(vi) Such other documents as the Closing Agent may reasonably require in order to effectuate or further evidence the intent of any provision in this Agreement.

All of the documents and instruments to be delivered by Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Buyer.

(c) Buyer's Deposits. On the Closing Date, Buyer shall deliver the following documents to Closing Agent:

(i) A Closing Statement.

(ii) Cash or certified funds in an amount sufficient to meet Buyer's obligations hereunder.

(iii) An executed original of the Lease identified in paragraph 10(a).

(iv) An executed original of the License identified in paragraph 10(b).

(v) Such other documents as the Closing Agent may reasonably require in order to effectuate or further evidence the intent of any provision in this Agreement.

All of the documents and instruments to be delivered by Buyer hereunder shall be in form and substance reasonably satisfactory to counsel for Seller.

(d) Conditions to Closing. In all events, the obligations of Buyer to make payments and to close this transaction are contingent upon: (i) title to the Property being shown to be good and the Closing Agent committing to issue a title policy in the form as required by this Agreement; (ii) the conditions precedent to closing provided for in this Agreement being satisfied or waived by Buyer in writing; (iii) the representations, warranties and covenants of Seller being true and accurate; and (iv) Seller otherwise having performed all of Seller's obligations hereunder.

(e) Closing Costs. Closing Agent's fees shall be paid by Buyer. The cost of recording the Deed and Mortgage shall be paid by Buyer. The premium for the ALTA standard coverage portion of the Title Policy shall be paid by Buyer. Buyer shall be responsible for the premium on any additional coverage desired by Buyer. All other expenses incurred by Seller and Buyer with respect to this transaction, including, but not limited to attorney fees of Buyer and Seller, shall be borne and paid exclusively by the Party incurring the same, without reimbursement

(f) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

(g) Tax-deferred Exchange. Notwithstanding any other provisions contained herein, either party may use the transaction contemplated herein to facilitate a tax-deferred exchange of property under such terms and conditions that qualify as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. The parties hereby agree to cooperate with each other fully in completing such tax-deferred exchange(s), provided, however that such tax-deferred exchange(s) creates no additional liability to the party not effecting such tax deferred exchange, and that all costs of facilitating such tax-deferred exchange are paid by the party effecting the 1031 Exchange.

9. PRORATIONS AND ADJUSTMENTS.

The following items shall be prorated and adjusted as of the Closing Date:

(a) General real estate taxes and all other levies and charges against the Property for the year of closing that are accrued but not yet due and payable. Such taxes shall be prorated on the basis of the most recent ascertainable tax bills.

(b) If, on the Closing Date, the Property or any part thereof shall be or shall have been affected by an assessment or assessments (not including tax assessments or levies by a governmental entity or the Southern Idaho Timber Protection annual fee or any annual irrigation charges based on future use) which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by Seller on the Closing Date.

(c) All charges for utilities, including water charges shall be paid by Seller to the Closing Date. Bills received after closing which relate to expenses incurred or services performed allocable to the period prior to the date of closing shall be paid by Seller post-closing as and when due, subject to the terms of the Lease as described in paragraph 10(a), below.

(d) Title insurance and any other impositions on the conveyance shall be paid by Seller. Buyer shall not be liable for any state, county, federal income, excise or sales tax liabilities of Seller. All recording fees in connection with the conveyance shall be paid by Buyer.

(e) Such other items as are customarily prorated in transaction of the type contemplated in this Agreement.

10. POST-CLOSING AGREEMENTS.

(a) Lease to Seller. At Closing, Buyer and Seller will enter into a lease, whereby Buyer will lease the house and outbuildings on the Property to Seller for a period of six (6) months, thereby allowing Seller an opportunity to remove such of its personal property as may be located on the Property at Closing, all as more particularly described in the form of lease attached hereto as **Exhibit B** and incorporated herein by reference (the "***Lease***").

(b) License for Continued Access. At Closing, Buyer and Seller will enter into a license agreement, whereby Buyer will grant to Frank Bilbao, Julio Bilbao, and Delores Seielstad, and their children and grandchildren (collectively, the "***Licensees***") a limited license allowing Licensees the right, from time to time and with prior notice to Buyer, to access so much of the unimproved Land as is owned by Buyer for purposes of Licensees' recreation and enjoyment. The terms, conditions and limitations of such license and the identification of the Licensees are more particularly described in the form of license attached hereto as **Exhibit C** and incorporated herein by reference (the "***License***").

11. DEFAULT AND REMEDIES.

(a) Default by Buyer. If Buyer should fail to consummate the transaction contemplated herein for any reason other than default by Seller or an event of force majeure, Seller may elect, without limitation, any one or more of the following remedies: (i) to enforce specific performance of this Agreement; (ii) to bring a suit for actual monetary damages for breach of this Agreement, which shall not include claims for consequential or incidental damages, which are hereby waived; (iii) to terminate this Agreement whereupon Buyer will reimburse Seller for Seller's out-of-pocket expenses incurred with respect to this transaction, including reasonable attorneys' fees and inspection costs; or (iv) pursue any and all remedies at law or equity, subject to the waiver of consequential and incidental damages above. No delay or omission in the exercise of any right or remedy accruing to Seller upon the breach by Buyer under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant, condition or any subsequent breach of the same or any other term, covenant or condition contained herein.

(b) Default by Seller. If Seller should fail to consummate the transaction contemplated herein for any reason other than default by Buyer or an event of force majeure, Buyer may elect, without limitation, any one or more of the following remedies: (i) to enforce specific performance of this Agreement; (ii) to bring a suit for actual monetary damages for breach of this Agreement, which shall not include claims for consequential or incidental damages, which are hereby waived; (iii) to terminate this Agreement whereupon Seller will reimburse Buyer for Buyer's out-of-pocket expenses incurred with respect to this transaction, including reasonable attorneys' fees and inspection costs; or (iv) pursue any and all other remedies at law or equity, subject to the waiver of consequential and incidental damages above. No delay or omission in the exercise of any right or remedy accruing to Buyer upon the breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant, condition or any subsequent breach of the same or any other term, covenant or condition contained herein.

12. BROKERAGE.

Each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. It is agreed that if any claims for finder's or brokerage fees or commissions are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party (the "**Committing Party**") whose actions or alleged commitments form the basis of such claim. The Committing Party further agrees to indemnify and hold the other harmless from and against any and all claims or demands with respect to any finder's or brokerage fees or commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transaction contemplated hereby. This representation shall survive closing indefinitely.

13. INTERVENING DAMAGE OR LOSS.

Seller shall deliver the Property to Buyer in substantially the same condition on the Closing Date as on the date hereof, excepting therefrom ordinary wear and tear. If, prior to the Closing Date, all or a substantial portion of the Property having a replacement value in excess of Five Thousand and no/100 Dollars ($5,000.00) is destroyed by fire or other casualty or is taken or made subject to eminent domain proceedings, then Seller shall immediately notify Buyer. Thereupon Buyer shall, at its option, have the right to: (i) terminate this Agreement; or (ii) complete this transaction, in which event Seller shall: (x) deliver to Buyer a duly executed assignment of all insurance proceeds or condemnation awards payable as a result of such fire, casualty, or condemnation, in form and substance satisfactory to Buyer; and (y) pay the amount of any deductible thereunder (Seller represents and warrants that Seller shall maintain until the Closing Date full replacement cost insurance and the present amount of rent loss insurance for the Property).

14. NOTICES.

All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt requested, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, addressed as follows:

(a)	If to Seller:	Frank Bilbao 2719 South Thierman Lane, Spokane, WA 99223 925-548-1409
	With a copy to:	Matthew C. Parks Stacey & Parks, PLLC 802 W. Bannock St., Suite LP 110 Boise, ID 83702 (208) 917-7780
(b)	If to Buyer:	Alzar School, Inc. 1600 Airport Way Cascade, ID 83611 (833) 862.5927
	With a copy to:	James D. Hovren

Evans Keane LLP
1161 W. River St., Ste. 100
Boise, ID 83702
(208) 384-1800

15. MISCELLANEOUS.

(a) Date Hereof. As used herein, the term **"the date hereof"** shall mean the Effective Date.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

(c) Business Days. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. A photocopy signature on this Agreement shall be effective as original.

(e) Survival. The terms, provisions, covenants, grants and obligations and indemnities shall survive the closing and delivery of the deed, and this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

(f) Entire Contract. This Agreement embodies the entire contract between the parties hereto with respect to the subject matter hereof. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification or amendment made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification or amendment is sought, and then only to the extent set forth in such instrument.

(g) Representation by Counsel. All parties hereto have been represented by separate legal counsel. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.

(h) Captions. The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the text.

(i) Severability. In the event any term or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(j) Force Majeure. The time for performance by a party to this Agreement in connection with any term or provision of this Agreement shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, pandemic, fire or other casualty, governmental regulations, or other cause beyond the reasonable control of the parties hereto; provided that Seller and Buyer, as applicable, have from time to time in writing kept the other party fully advised of such delays and the cause thereof.

(k) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(l) Attorney Fees. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

(m) Time of the Essence. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

(n) Amendments. The parties may at any time hereafter modify or amend this Agreement by a subsequent written agreement executed by all parties. This Agreement shall not, however, be changed orally, nor shall it be deemed modified in any way by the act of any of the parties hereto. Nothing herein is intended, nor shall it be construed, as obligating either party to agree to any modification to this Agreement.

(o) Further Assurances. Each party to this Agreement shall execute all instruments and documents and take all actions as may be reasonably required to effectuate the express terms and intent of this Agreement.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER TO PURCHASE OR SELL AND THE EXECUTION OF THIS AGREEMENT BY SELLER OR BUYER DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN SIGNED BY AUTHORIZED OFFICERS OF BUYER AND SELLER AND DELIVERED TO BUYER AND SELLER

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement effective as of the last date of execution below.

SELLER:

Frank Bilbao
Dated: _____

ID:SqVwAoWvqc75KAG59ZMYR1YF
Julio Bilbao
Dated: 11/10/2020

Dolores Seielstad
Dated: _____

BUYER:

Alzar School, Inc.

By: _____
Its: _____
Dated: _____

eSignature Details

Signer ID:	**SqVwAeWvqc75KAG69ZMYR1YF**
Signed by:	Julio Bilbao
Sent to email:	juliobilbao@yahoo.com
IP Address:	65.155.145.146
Signed at:	Nov 10 2020, 2:07 pm MST

(l) Attorney Fees. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

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IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement effective as of the last date of execution below.

SELLER:

_____
Frank Bilbao
Dated: _____

_____
Julio Bilbao
Dated: _____

Dolores Seielstad
Dolores Seielstad
Dated: November 11, 2020

BUYER:

Alzar School, Inc.

_____
By: _____
Its: _____
Dated: _____

(l) Attorney Fees. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

(m) Time of the Essence. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

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IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement effective as of the last date of execution below.

SELLER:

Frank Bilbao

Frank Bilbao
Dated: 11/12/2020

Julio Bilbao
Dated: _____

Dolores Seielstad
Dated: _____

BUYER:

Alzar School, Inc.

By: _____
Its: _____
Dated: _____

(l) Attorney Fees. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

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(n) Amendments. The parties may at any time hereafter modify or amend this Agreement by a subsequent written agreement executed by all parties. This Agreement shall not, however, be changed orally, nor shall it be deemed modified in any way by the act of any of the parties hereto. Nothing herein is intended, nor shall it be construed, as obligating either party to agree to any modification to this Agreement.

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IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement effective as of the last date of execution below.

SELLER:

_____
Frank Bilbao
Dated: _____

_____
Julio Bilbao
Dated: _____

_____
Dolores Seielstad
Dated: _____

BUYER:

Alzar School, Inc.

_____
By: **Sean Bierle**
Its: **Head of School**
Dated: **11.11.2020**

EXHIBIT A
LEGAL DESCRIPTION

The West Half of the Southeast Quarter (W½ SE¼) of Section Eight (8), and the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) and Lot One (1) of Section Seventeen (17), all in Township Thirteen (13) North, Range Four (4) East of the Boise Meridian, less that certain strip of land off the East side of said North east Quarter of the Northeast Quarter (NE¼ NE¼) of said Section Seventeen (17), heretofore conveyed to the State of Idaho for highway purposes.

Government Lots 4 and 5, Section 8, Township 13 North, Range 4 East, B.M.;

Government Lots 2 and 5, Section 17, Township 13 North, Range 4 East, B.M.;

Valley County, Idaho

Including all tenements, hereditaments, appurtenances and water rights there unto belonging or in any way appertaining

with all appurtenances.

EXHIBIT B
Form of The Lease

SEE NEXT PAGE

RESIDENTIAL LEASE

Date_____

1. **PARTIES.** This lease ("**Lease**") is between Frank Bilbao, whose address is 2719 South Thierman Lane, Spokane, WA 99223 (**Tenant**) and The Alzar School, Inc., an Idaho non-profit, whose address is1600 Airport Way, Cascade, ID 83611 (**Landlord**) for rental of the property described on Exhibit A, including the residence and buildings located thereon (the "**Premises**").

2. **TERM.** The initial term of the lease shall commence on the ____ day of _____, 20_____, and shall continue until June 1, 2021.

3. **SECURITY DEPOSIT.** No security deposit is required.

4. **RENT.** Tenant will pay [redacted], payable entirely in advance upon execution of the Lease.

5. **UTILITIES.** Landlord will pay for all utilities and maintain the utilities in Landlord's name during the term. Utilities shall be used only for normal household purposes and not for business or commercial purposes. Tenant agrees to reimburse Landlord for any utility costs that exceed $75 per month.

6. **CONDITION OF THE PREMISES AND ALTERATIONS.** Tenant accepts the Premises and fixtures "as is." Landlord makes no warranty regarding the Premises, and specifically disclaims any warranty of habitability. Tenant was, prior to the effective date of this Lease, the owner of the Premises and is intimately familiar with the condition of the Premises. The Premises may contain lead paint or other hazards, and Tenant acknowledges that it is the party best suited to determine whether such is the case.

7. **USE OF THE PREMISES**. Tenant intends to use the Premises to remove the Tenant's personal property from the Premises and intermittently use the residence for lodging during the term. Tenant does not intend to occupy the Premises or residence on a full-time basis.

8. **LIABILITY.** Landlord will not be liable to any Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions and interruption of utilities unless caused by Landlords' gross negligence. Nor will Landlord be liable to any Tenant, guest or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. **Tenant is strongly urged to secure Tenant's own insurance to protect against all of the above.** Tenant shall pay for and replace smoke detector batteries as needed. Tenants, guests or occupants may not disable, disconnect or remove batteries from smoke detectors.

9. **INSURANCE**. Landlord shall maintain property liability insurance on the Premises and the residence and outbuildings.

10. **MAINTENANCE OBLIGATION.** Due to Tenant's intermittent use of the Premises and residence, unless otherwise specified in this Lease, Landlord shall maintain the residence on the Premises and ensure that the residence is properly heated in order to avoid pipes freezing. Landlord shall have access to the residence as necessary and without prior notice to maintain the residence.

11. **LANDLORD'S USE OF THE RESIDENCE**. During times Tenant is not using the residence, Landlord shall be permitted to use the residence for overnight lodging. Landlord shall notify Tenant in advance of any such use by telephone – **Frank Bilbao – 925-548-1409**.

12. **REPAIRS AND MALFUNCTIONS.** Tenant shall promptly notify Landlord in writing of water leaks, electrical problems, carpet holes, broken, falling or loose ceiling tiles, insulation or glass, broken locks or latches, and any condition which poses a material hazard to health or safety. Landlord shall act with diligence in making repairs and reconnections, unless such repair or reconnection is required due to the negligence or intentional act of Tenant, and then Tenant shall make the repair or reconnection.

13. **WHEN LANDLORD MAY ENTER.** Landlord or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this lease).

14. NO SUBLETTING: Tenant shall not assign this Lease, nor sublet the Premises, nor allow the use of the Premises by others unless accompanied by Tenant.

ABANDONED PROPERTY. All personal property remaining in or about the Premises at the time that Tenant's tenancy ends by either expiration or earlier termination for more than three (3) days shall be abandoned personal property. Tenant surrenders all right, title and interest to the abandoned property and agrees that Landlord may keep, sell, or otherwise dispose of the abandoned personal property in Landlord's discretion.

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING.

TENANT

_____

FRANK BILBAO

LANDLORD

Alzar School, Inc.

_____

By: _____

Its: _____

Dated: _____

EXHIBIT A
[INSERT LEGAL DESCRIPTION]

EXHIBIT C
Form of the License

SEE NEXT PAGE

RECREATIONAL RIGHTS LICENSE AGREEMENT

THIS RECREATIONAL RIGHTS LICENSE AGREEMENT (**"Agreement"**) is entered by and between Alzar School, Inc., an Idaho non-profit corporation , whose address is1600 Airport Way, Cascade, ID 83611 (**"Licensor"**) and those persons listed on Exhibit A (collectively the **"Licensees"**) whose address for written notice is c/o Frank Bilbao, 2719 South Thierman Lane, Spokane, WA 99223. This Agreement is entered into on the basis of and with reference to the following facts and circumstances:

A. Licensor owns the real property described on Exhibit B (the "**Property**").

B. Licensees desire to obtain from Licensor the rights described herein with respect to the Property.

C. Licensor is willing to grant such rights upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensees agree as follows:

1. Access Rights for Recreational Purposes. Subject to the conditions set forth below, Licensor hereby grants to Licensees a license (**"License"**) to access the unimproved portions of the Property, owned by Licensor, for the following uses and subject to the following conditions:

a. Hiking on existing trails;

b. Non-motorized biking on existing trails;

c. Fishing along the riverbanks;

d. Swimming and wading in the river;

e. Viewing and photographing the natural surroundings and wildlife; and

f. Harvesting firewood – provided Licensees shall not cut down any living trees or trees with visible bird nests or actively in use by birds of prey but shall only harvest firewood from dead and felled trees on the Property. Provided further the Licensees shall not harvest firewood for commercial purposes, but only their own or family members' individual private use. Provided further, Licensees shall notify Licensor before harvesting any firewood and shall not harvest any firewood Licensor may require Licensor's use or for educational purposes for the Alzar School.

Licensee and Licensor agree that this License shall extend only to so much of the unimproved portions of the Property as remain under the ownership of Licensor, and shall terminate as to any portion of the Property sold or otherwise transferred in fee by Licensor.

2. Restrictions on Use. Use of the Property will be subject to the following rights and obligations, in addition to such other applicable rights and obligations as may be set forth below

a. Licensees shall notify Licensor at least forty-eight (48) hours in advance of accessing the Property, specifically identifying the individuals that will access the Property. Overnight camping by Licensee is prohibited. Licensor may deny access from time-to-time if Licensor is actively engaged in educational activities on the Property or is hosting events on the Property that would, in Licensor's reasonable discretion, be inconsistent with use at that time by Licensee. For purposes of notice, Licensees shall contact:

Sean Bierle or Kristin Bierle
(833) 862-5927 x 701

In the event that Sean Bierle or Kristin Bierle are not available, Licensees shall contact the Director of Studies or Dean of Students at the Alzar School at (833) 862-5927. Licensor may change the persons required to be notified by Licensees upon written notice at Licensor's convenience.

b. Licensees' use of the Property pursuant to the License shall not unreasonably interfere with Licensor's operation of the Alzar School or any educational endeavors undertaken by Licensor on the Property.

c. Licensees' use of the Property does not include the right to enter into any building or facility or to make any improvements to the Property.

d. Licensor may create reasonable rules governing the use of the Property by Licensee, which upon notice to Licensee will be binding on licensee. Those rules will address such matters as may be reasonably required by Licensor [including restrictions limiting the frequency, duration, and extent of use], and such matters as may be required by Licensor's insurer.

3. Term. The term of this Agreement shall commence on the Effective Date continue for the lifetime of the Licensees. The License extends only to such portions of the Property as remain under the ownership of Licensor and shall terminate as to any portion of the Property sold or transferred to an unaffiliated third party. Licensor may not revoke the License without breach by Licensee. If Licensee materially breaches this License or the rules of use as may be established by Licensor in Licensor's reasonable discretion, then Licensor may terminate this License on not less than 30 days prior written notice to Licensee. Without terminating this License, Licensor may deny access to individuals who previously have not abided by rules of use established by Licensor.

4. Safety Responsibilities. Licensees assumes all risk and responsibility with respect to the use of the Property during the Term of the License.

5. Duty to Repair. Licensees shall repair any damage to the Property caused by Licensees' use of the Property.

6. Indemnification: Licensee hereby agrees to indemnify, defend, and hold Licensor harmless from and against any and all claims for loss, injury, death, and damage but only to the extent caused by or arising out of the use of the Property by Licensee.

7. Waiver. In consideration of the terms and conditions of this Agreement, Licensees expressly waive and release any and all claims against Licensor arising out of any accident, illness, injury, damage or other loss or harm to or incurred or suffered by the Licensee in connection with or incidental to Licensees' exercise of rights under this Agreement.

8. No Recordation: This Agreement shall not be recorded.

9. No Fees or Charges. There shall be no fees or charges to Licensees for the exercise of rights under this Agreement.

10. Effective Date: This Agreement shall be effective as of the date executed by the Parties, last date signed.

11. Assignment. This Agreement is personal to Licensees. This Agreement may not be assigned.

12. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Idaho.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Licensor.

IN WITNESS WHEREOF, Licensor executed this Agreement as of the date set forth herein.

LICENSOR:

Alzar School, Inc.

_____

By: _____

Its: _____

Date: _____

LICENSEES

_____

Frank Bilbao, individually and as agent for Licensees

Dated: _____

_____

Julio Bilbao, individually and as agent for Licensees

Dated: _____

_____

Dolores Seielstad, individually and as agent for Licensees

Dated: _____

EXHIBIT A

LICENSEES

Julio and Julie Bilbao
Dolores and George Seielstad
Frank and Nancy Bilbao

Children:

Josie Bilbao Bourke
John Henry Bourke
Anita Bilbao
Amaya Bilbao Cromwell
Travis Cromwell

Carl Seielstad
Cathy Seielstad
Andrea Seielstad
Mark Seielstad

Tony Bilbao
Dan Bilbao

Grandchildren:

Julio Bilbao Bourke
Kenzie Cromwell
Finn Cromwell

Nicolette Bilbao
Anthony Bilbao
Dylan Bilbao
Emma Bilbao
Autumn Bilbao

James Seielstad
Pilar Seielstad
Marin Seielstad
John Seielstad
Malik Ali Seielstad

EXHIBIT B
[INSERT PROPERTY DESCRIPTION]

TO BE INSERTED


Alzar School
Payette River
Payette River
Payette River
Payette River
Payette River
Payette River
Big Creek
55
55
55
55

RECORD OF SURVEY
for
ALZAR SCHOOL

A Parcel of Land Located In
Portions of Sections 8 and 17
T. 13 N., R. 4 E., B.M.,
Valley County, Idaho
2020

Legend

- ● Set 5/8 Inch Rebar
- ◉ Monument as Noted
- ○ Found 5/8" Rebar
- ⊠ Found Brass Cap Right-of-Way Monument
- Exterior Boundary Line (Parcel A)
- Right-of-way Line
- Section Subdivisional Line

Notes

Horizontal datum based on Idaho State Plane, Idaho West Zone 1103. Coordinates projected to ground by applying a scale factor of 1.0002913911 to grid values. distances are ground distances and are in U.S. survey feet.

Survey References

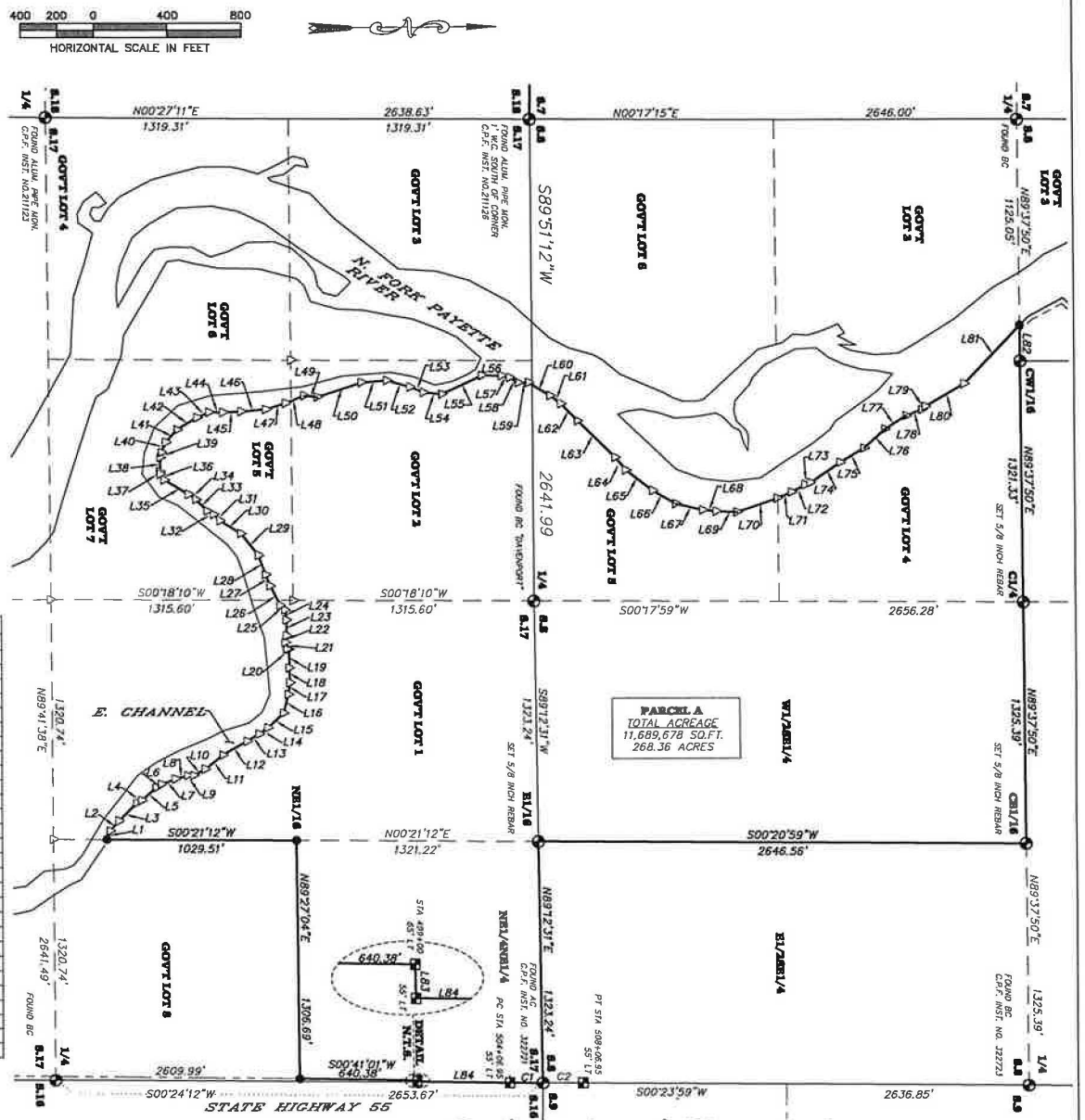
ROS BK. 5, PG. 316
ROS BK. 11, PG. 134
ROS BK. 10, PG. 50
Personal Representative's Deed Inst. No. 328505

Survey Narrative

The purpose of this survey was to retrace the boundaries described on Personal Representative's Deed Inst. No. 382505.

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	179.42	19043.60	S00°24'26"W	179.42
C2	219.52	19043.60	N00°11'35"W	219.52

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	49.38	N67°29'24"W	L29	152.25	S51°53'35"W	L57	46.06	N13°29'34"E
L2	73.70	N49°33'19"W	L30	133.73	S31°57'39"W	L58	53.80	N31°45'17"E
L3	137.43	N44°25'05"W	L31	48.43	S45°23'13"W	L59	57.15	N00°04'10"W
L4	29.58	N26°01'47"W	L32	39.39	S28°45'33"W	L60	137.72	N31°40'41"E
L5	105.00	N42°15'12"W	L33	88.04	S46°07'57"W	L61	74.28	N38°24'04"E
L6	34.54	N33°29'42"W	L34	50.72	S35°03'27"W	L62	129.63	N45°33'08"E
L7	81.85	N21°13'56"W	L35	150.79	S31°07'23"W	L63	290.45	N44°53'15"E
L8	70.56	N15°38'01"W	L36	39.38	S54°49'04"W	L64	90.46	N50°23'18"E
L9	33.30	N02°18'15"W	L37	15.02	S83°13'25"W	L65	182.07	N37°54'59"E
L10	71.20	N29°37'42"W	L38	76.77	N87°38'20"W	L66	144.77	N30°21'27"E
L11	124.15	N38°56'59"W	L39	30.02	N77°38'36"W	L67	150.23	N13°19'36"E
L12	152.35	N29°31'50"W	L40	59.93	N67°08'57"W	L68	73.32	N06°12'11"E
L13	76.92	N32°28'32"W	L41	93.23	N49°23'18"W	L69	111.69	N02°13'50"E
L14	58.47	N36°08'35"W	L42	128.34	N31°05'34"W	L70	228.10	N19°15'31"W
L15	116.88	N43°42'46"W	L43	71.76	N24°12'47"W	L71	84.86	N23°29'32"W
L16	107.03	N75°39'59"W	L44	74.89	N01°23'26"E	L72	83.28	N29°01'10"W
L17	64.92	N83°21'23"W	L45	98.88	N02°42'12"W	L73	31.07	N20°15'57"W
L18	80.75	S88°04'03"W	L46	134.71	N05°05'54"W	L74	195.60	N34°01'36"W
L19	104.23	S89°50'07"W	L47	110.86	N17°16'27"W	L75	152.61	N31°16'58"W
L20	13.03	S05°25'09"W	L48	109.46	N22°35'19"W	L76	154.59	N42°28'59"W
L21	37.16	S76°35'05"W	L49	71.30	N06°30'17"E	L77	136.48	N32°39'38"W
L22	38.09	N77°44'58"W	L50	255.14	N18°07'09"W	L78	92.83	N20°43'18"W
L23	86.35	S89°35'49"W	L51	139.85	N04°40'11"W	L79	25.52	N43°58'08"W
L24	53.30	S83°31'45"W	L52	131.09	N16°23'06"E	L80	245.54	N30°12'15"W
L25	38.22	S45°21'11"W	L53	79.86	N21°58'28"E	L81	442.22	N46°24'34"W
L26	117.95	S62°58'34"W	L54	99.82	N06°36'51"E	L82	196.28	N89°37'50"E
L27	65.55	S68°40'10"W	L55	243.47	N25°03'40"W	L83	9.69	S88°57'55"W
L28	113.09	S70°14'43"W	L56	108.15	N00°39'34"E	L84	507.06	S00°40'52"W



Fodrea Land Group, Inc.
Surveyors. Engineers. Planners.
105 N. MAIN STREET, P.O. BOX 188 - CASCADE, IDAHO 83611 - OFFICE: 208.382.4902 - FAX: 208.382.3410 WWW.FODREALANDGROUP.COM

JOB NO: 20061
DRAWN BY: CB
DATE: 12/14/2020
SHEET: 1 OF 1

PROFESSIONAL LAND SURVEYOR LICENSED 13549 STATE OF IDAHO GEORGE J. BOWERS IV

CERTIFICATE OF SURVEYOR

I, George J. Bowers IV, do hereby certify that I am a registered Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground by me or under my supervision, and that this map is an accurate representation of said survey, and is in conformity with the current laws of the State of Idaho pertaining to plats and surveys, including Title 55, Chapter 16, Corner Perpetuation and Filing.

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P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410
www.fodrealandgroup.com

Parcel A

268.36 Acres

Located in Portions of Sections 8 & 17

T. 13 N., R. 4 E., B.M.,

Valley County, Idaho

A parcel of land located in portions of Sections 8 and 17, T. 13 N., R. 4 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the West 1/4 corner of Section 8, a found brass cap monument; Thence a bearing of N 89°37'50" E, a distance of 1125.05 feet, on the center section line, to a set 5/8 inch rebar on Ordinary High Water Line of the left bank of the North Fork of the Payette River and the **TRUE POINT OF BEGINNING** of said Parcel A.

Thence a bearing of N 89°37'50" E, a distance of 196.28 feet, on said center section line, to a set 5/8 inch rebar being the CW 1/16 corner of said Section 8; Thence a bearing of N 89°37'50" E, a distance of 1321.33 feet, on said center section line, to a set 5/8 inch rebar being the C 1/4 corner of said Section 8; Thence a bearing of N 89°37'50" E, a distance of 1325.39 feet, on said center section line, to a set 5/8 inch rebar being the CE 1/16 corner of said Section 8; Thence a bearing of S 00°20'59" W, a distance of 2646.56 feet, on the east boundary line of the W1/2SE1/4 to a set 5/8 inch rebar being the E 1/16 corner common to said Section 8 and Section 17; Thence a bearing of N 89°12'31" E, a distance of 1323.24 feet, on the south boundary line of said Section 8, to the Southeast corner of said Section 8, a found aluminum cap monument; C.P.F. Inst. No. 322723, corner records of said Valley County, said corner also being on the westerly right-of-way boundary line of State Highway 55; Thence on a non-tangent curve to the right, on said westerly right-of-way boundary line of State Highway 55, said curve having a length of 179.42 feet, a radius of 19,043.60 feet and a chord which bears S 00°24'26" W, a distance of 179.42 feet, to a found brass cap highway right-of-way monument at PC Station 504+06.95; Thence a bearing of S 00°40'52" W, a distance of 507.06 feet, on said westerly right-of-way boundary line, to a found brass cap right-of-way monument at Station 499+00; Thence a bearing of S 88°57'55" W, a distance of 9.69 feet, to a found brass cap right-of-way monument at Station 499+00; Thence a bearing of S 00°41'01" W, a distance of 640.38 feet, on said westerly right-of-way boundary line, to a set 5/8 inch rebar on the south boundary line of the NE1/4NE1/4 of Section 17; Thence a bearing of S 89°27'04" W, a distance of 1306.69 feet, on said south boundary line of the NE1/4NE1/4 of Section 17, to a set 5/8 inch rebar being the NE 1/16 corner of said Section 17; Thence a bearing of S 00°21'12" W, a distance of 1029.51 feet, on the west boundary line of Government Lot 8, to a set 5/8 inch rebar On the Ordinary High Water Line of the Left Bank of the East Channel of the North Fork of the Payette River;

Thence the following courses along said Ordinary High Water Line of the Left Bank of the North Fork of the Payette River:

A bearing of N 67°29'24" W, a distance of 49.38 feet to a point;

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A bearing of N 49°33'19" W, a distance of 73.70 feet to a point;
A bearing of N 44°25'05" W, a distance of 137.43 feet to a point;
A bearing of N 26°01'47" W, a distance of 29.58 feet to a point;
A bearing of N 42°15'12" W, a distance of 105.00 feet to a point;
A bearing of N 33°29'42" W, a distance of 34.54 feet to a point;
A bearing of N 21°13'56" W, a distance of 81.85 feet to a point;
A bearing of N 15°38'01" W, a distance of 70.56 feet to a point;
A bearing of N 02°18'15" W, a distance of 33.30 feet to a point;
A bearing of N 29°37'42" W, a distance of 71.20 feet to a point;
A bearing of N 38°56'59" W, a distance of 124.15 feet to a point;
A bearing of N 29°31'50" W, a distance of 152.35 feet to a point;
A bearing of N 32°28'32" W, a distance of 76.92 feet to a point;
A bearing of N 36°08'35" W, a distance of 58.47 feet to a point;
A bearing of N 43°42'46" W, a distance of 116.88 feet to a point;
A bearing of N 75°39'59" W, a distance of 107.03 feet to a point;
A bearing of N 83°21'23" W, a distance of 64.92 feet to a point;
A bearing of S 88°04'03" W, a distance of 80.75 feet to a point;
A bearing of S 89°50'07" W, a distance of 104.23 feet to a point;
A bearing of S 05°25'09" W, a distance of 13.03 feet to a point;
A bearing of S 76°35'05" W, a distance of 37.16 feet to a point;
A bearing of N 77°44'58" W, a distance of 38.09 feet to a point;
A bearing of S 89°35'49" W, a distance of 86.35 feet to a point;
A bearing of S 83°31'45" W, a distance of 53.30 feet to a point;
A bearing of S 45°21'11" W, a distance of 38.22 feet to a point;
A bearing of S 62°58'34" W, a distance of 117.95 feet to a point;
A bearing of S 68°40'10" W, a distance of 65.55 feet to a point;
A bearing of S 70°14'43" W, a distance of 113.09 feet to a point;
A bearing of S 51°53'35" W, a distance of 152.25 feet to a point;
A bearing of S 31°57'39" W, a distance of 133.73 feet to a point
A bearing of S 45°23'13" W, a distance of 48.43 feet to a point;

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A bearing of S 28°45'33" W, a distance of 39.39 feet to a point;
A bearing of S 46°07'57" W, a distance of 88.04 feet to a point;
A bearing of S 35°03'27" W, a distance of 50.72 feet to a point;
A bearing of S 31°07'23" W, a distance of 150.79 feet to a point;
A bearing of S 54°49'04" W, a distance of 39.38 feet to a point;
A bearing of S 83°13'25" W, a distance of 15.02 feet to a point;
A bearing of N 87°38'20" W, a distance of 76.77 feet to a point;
A bearing of N 77°38'36" W, a distance of 30.02 feet to a point;
A bearing of N 67°08'57" W, a distance of 59.93 feet to a point;
A bearing of N 49°23'18" W, a distance of 93.23 feet to a point;
A bearing of N 31°05'34" W, a distance of 128.34 feet to a point;
A bearing of N 24°12'47" W, a distance of 71.76 feet to a point;
A bearing of N 01°23'26" E, a distance of 74.89 feet to a point;
A bearing of N 02°42'12" W, a distance of 98.88 feet to a point;
A bearing of N 05°05'54" W, a distance of 134.71 feet to a point;
A bearing of N 17°16'27" W, a distance of 110.86 feet to a point;
A bearing of N 22°35'19" W, a distance of 109.46 feet to a point;
A bearing of N 06°30'17" E, a distance of 71.30 feet to a point;
A bearing of N 18°07'09" W, a distance of 255.14 feet to a point;
A bearing of N 04°40'11" W, a distance of 139.85 feet to a point;
A bearing of N 16°23'06" E, a distance of 131.09 feet to a point;
A bearing of N 21°58'28" E, a distance of 79.86 feet to a point;
A bearing of N 06°36'51" E, a distance of 99.82 feet to a point;
A bearing of N 25°03'40" W, a distance of 243.47 feet to a point;
A bearing of N 00°39'34" E, a distance of 108.15 feet to a point;
A bearing of N 13°29'34" E, a distance of 46.06 feet to a point;
A bearing of N 31°45'17" E, a distance of 53.80 feet to a point;
A bearing of N 00°04'10" W, a distance of 57.15 feet to a point;
A bearing of N 31°40'41" E, a distance of 137.72 feet to a point;
A bearing of N 38°24'04" E, a distance of 74.28 feet to a point;

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A bearing of N 45°33'08" E, a distance of 129.63 feet to a point;
A bearing of N 44°53'15" E, a distance of 290.45 feet to a point;
A bearing of N 50°23'18" E, a distance of 90.46 feet to a point;
A bearing of N 37°54'59" E, a distance of 182.07 feet to a point;
A bearing of N 30°21'27" E, a distance of 144.77 feet to a point;
A bearing of N 13°19'36" E, a distance of 150.23 feet to a point;
A bearing of N 06°12'11" E, a distance of 73.32 feet to a point;
A bearing of N 02°13'50" E, a distance of 111.69 feet to a point;
A bearing of N 19°15'31" W, a distance of 228.10 feet to a point;
A bearing of N 23°29'32" W, a distance of 84.86 feet to a point;
A bearing of N 29°01'10" W, a distance of 83.28 feet to a point;
A bearing of N 20°15'57" W, a distance of 31.07 feet to a point;
A bearing of N 34°01'36" W, a distance of 195.60 feet to a point;
A bearing of N 31°16'58" W, a distance of 152.61 feet to a point;
A bearing of N 42°28'59" W, a distance of 154.59 feet to a point;
A bearing of N 32°39'38" W, a distance of 136.48 feet to a point;
A bearing of N 20°43'18" W, a distance of 92.83 feet to a point;
A bearing of N 43°58'08" W, a distance of 25.52 feet to a point;
A bearing of N 30°12'15" W, a distance of 245.54 feet to a point;
A bearing of N 46°24'34" W, a distance of 442.22 feet to the **POINT OF BEGINNING.**

Said described parcel of land contains 268.36 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use and to claims by the State of Idaho above said Ordinary High Water Line.



0004262956

STATE OF IDAHO

Office of the secretary of state, Lawerence Denney

ANNUAL REPORT

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only

-FILED-

File #: 0004262956

Date Filed: 5/3/2021 9:48:54 AM

Entity Name and Mailing Address:

Entity Name:	ALZAR SCHOOL, INC.
The file number of this entity on the records of the Idaho Secretary of State is:	0000541566
Address	PO BOX 1609 CASCADE, ID 83611-1609

Entity Details:

Entity Status	Active-Good Standing
This entity is organized under the laws of:	IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	C179011

The registered agent on record is:

Registered Agent	SEAN BIERLE Registered Agent Physical Address 1600 AIRPORT WAY CASCADE, ID 83611 Mailing Address

Corporate Officers and Directors:

Name	Title	Business Address
Katie H Andrews	Vice President	1805 N. 11TH ST BOISE, ID 83702
Shauna Arnold	Secretary	PO BOX 401 CASCADE, ID 83611
Kristin Bierle	Director	PO BOX 844 CASCADE, ID 83611
Sean Bierle	Director	PO BOX 844 CASCADE, ID 83611
Shelly Luke Wille	Director	2002 3RD ST #218 SAN FRANCISCO, CA 94107
James Mcintyre	Director	3541 DUMBARTON ROAD ATLANTA, GA 30327
Cailin O'Brien-Feeney	President	725 SUMMER STREET NE SUITE C SALEM, OR 97301
Tucker Schrage	Director	1805 COOL SPRING DR ALEXANDRIA, VA 22308
Barry Sullivan	Treasurer	384 NEW ROCHELLE ROAD BRONXVILLE, NY 10708
Kim Tanabe	Director	PO BOX 675 GARDEN VALLEY, ID 83622

BUSCC-00104 05/03/2021 9:49 AM Received by ID Secretary of State Lawerence Denney

Cecilia Valdes	Director	CAMINO DEL ALTO CLARO 9444 SANTIAGO 7700913 Chile
+ Philip Henderson	Director	12403 CO RD 26 CORTEZ, CO 81321

The annual report must be signed by an authorized signer of the entity.

Job Title: Head of School

Sean Bierle — Sign Here

05/03/2021 — Date

Document: DC0003721 9:46 AM Received by the Secretary of State Lawrence Vehlley

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098
Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 15, 2021

ALZAR SCHOOL INC
PO BOX 1609
CASCADE ID 83611-1609

Re: Change in Ownership for Water Right No(s): 65-2673, 65-2724, 65-8588 & 65-9768

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) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Water District No. 65

Hersley, Jean

From: Sean Bierle <sbierle@alzarschool.org>
Sent: Friday, June 4, 2021 12:56 PM
To: Hersley, Jean
Subject: Re: Change in Ownership Water Right No(s): 65-8588, 65-9768, 65-2673, 65-2724
Attachments: WD_Recorded.pdf

Jean,

Thank you for helping us with this project.

Attached is the recorded deed. Does this suffice?

Sean Bierle
Head of School
Alzar School
www.alzarschool.org
Phone: 833.862.5927 ext 701
Pronouns: he, him, his

Alzar School builds leaders who positively impact the world. We offer academic semesters for motivated high school sophomores and juniors, gap programs for post-high school students, and river programming for leaders of all ages.

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

If you have a question, concern, or gratitude for the school, please share it through our Community Concerns Box.

On Wed, Jun 2, 2021 at 12:45 PM Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

Dear Interested Party:

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

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

__√__ Evidence of Water Right Ownership: copy of Deed, quitclaim deed, court decree, contract of sale. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed. The Real Estate Purchase Agreement is a preliminary document stating terms and conditions for the purchase of property. The agreement does not confirm that property has been conveyed.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed. You can provide the requested information by responding to this email, mailing to: IDWR, PO Box 83720, Boise, ID, 83720-0098 or faxing to (208)287-6700 Attn: Jean.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley

Technical Records Specialist 2