Water Right/Claim No.



STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

JUN 12 2020

Leased to Water

Split?

Notice of Change in Water Right Ownership

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.

Leased to Water

Split?

	water Right/Claim No.	Sput?	Supply Bank?	Water Right/Claim No.	Split?	Supply Bank?
	63-7423C	Yes 🔲	Yes 🗌		Yes □	Yes □
	63-32642	Yes 🔲	Yes □		Yes 🗌	Yes 🗌
	63-32643	Yes 🔲	Yes 🗌		Yes 🔲	Yes 🔲
		Yes 🗌	Yes 🗌		Yes 🗌	Yes 🗌
		Yes 🗌	Yes □		Yes 🔲	Yes 🗌
2.	Previous Owner's Name:	Mic.	hae I Mc G	lathery		
3.	New Owner(s)/Claimant(s):	~ .	1 - /)	rua TAVES	55A-(ovua
	2 2 - 4		s) as listed on the conveyance		nnector 🗆	and or and/or
	9892 Ehw	121		odise.	ID.	83716
	Mailing address 2.08 344 - 4	172 .	c 502 City	Scarus Olas		.com
	Telephone	1.00	- 502 + -8075 Email	scorya Pho	imai	· com
4		_		o division see0		
7.	If the water rights and/or adj			ie division occur? fied in a deed, contract, or ot	her conveyer	nce document
	☐ The water rights or cla	ims were div	ided proportionately base	d on the portion of their plac	e(s) of use ac	quired by the new owner.
5.	Date you acquired the water			12/17/17		<u> </u>
6.	If the water right is leased to Supply Bank leases associate completed <u>IRS Form W-9</u> for rights with multiple owners year following an acknowled	ed with the v r payment to must specify	water right. Payment of re be issued to an owner. A a designated lessor, using	venue generated from any re new owner for a water right g a completed <u>Lessor Design</u>	ental of a lea under lease s nation form.	sed water right requires a shall supply a W-9. Water Beginning in the calendar
7.	document must include Plat map, survey map and/or claim listed above Filing fee (see instruction \$25 per undivide \$100 per split with No fee is require If water right(s) are least IRS Form W-9.	ance docume e a legal description aerial pho- ve (if necessary ons for further ed water right ater right. ed for pending sed to the Wa	ent — warranty deed, qui ription of the property or o otograph which clearly shary to clarify division of we er explanation): t. g adjudication claims. ter Supply Bank AND the	IRED items: tclaim deed, court decree description of the water right nows the place of use and p vater rights or complex proposition SUPPORT DATA IN FILE #	e(s) if no land soint of diver erty descripti A 423 C sor Designations	is conveyed. sion for each water right ons). on form is required. nplete, sign and submit an
8.	Signature: Signature of new Signature:	owner/chima	Title,	if applicable	Ī	6-12-20 Date 10-12-20
	Signature of new	owner/claima	nt Title,	if applicable	Ī	Date
For	IDWR Office Use Only:					
		Date <u>6/</u> 5	2/201-0 Receipt	No. W048380	Recei	pt Amt. \$75.00
	Active in the Water Supply Bank			the State Office for processing		9 received? Yes No
	Name on-W-9		Approved by			e 07/10/2020

RECORDING REQUESTED BY AND	PIONEER TITLE COMPANY OF ADA COUNTY	12/28/2017 02:07 P 515.
WHEN RECORDED RETURN TO		
640257 BD		
	(Space Above Fo	or Recorder's Use)

WARRANTY DEED

For value received Michael McGlathery and Angela McGlathery, husband and wife ("Grantor"), conveys, grants, bargains, and sells to Charles Corya and Taressa Corya, husband and wife, ("Grantee"), whose address is 9892 E. Highway 21, Boise, Idaho 83716 and their successors and assigns forever, the following described real property situated in Ada County, State of Idaho:

[insert correct legal description] SEE ATTACHED EXHIBIT A

SUBJECT TO taxes and assessments for the year 2018 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 27 day of

William Control of the Grantor has executed this instrument on this 27 day of

Michael McGlathery

Angela McGlathery

County of Aur.	
on this 21 day of 120 personally appeared Hickarl L	his clearly, known or identified to me (or proved to), to be the person whose name is subscriptionally to me that he executed the same.
IN WITNESS WHEREOF day and year in this certificate firs	f, I have hereunto set my hand and affixed my official set above written.
4/200	NOTARY PUBLIC FOR IDAHO
	Residing at Alteritian, ID My Commission Expires 3-7-39
STATE OF IDAHO) ss.	
in the oath of	He Clarkery, known or identified to me (or prove), to be the person whose name is su owledged to me that she executed the same.
	, I have hereunto set my hand and affixed my official
Off to the	3 De-0
THE STATE OF THE PARTY OF THE P	NOTARY PUBLIC FOR IDAHO Residing at Meriden, TD My Commission Expires 3-7-23
Carimana,	



Parcel 1

That portion of Government Lot 2 of Section 11, Township 2 North, Range 3 East, Meridian, a County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 11,
North 89°20'17" East 1848.62 feet to a point; thence
South 03°37'14" East 71.0 feet to the REAL POINT OF BEGINNING; thence
South 36°04'46" East 519.5 feet to a point; thence
South 49°10'40" West 350.05 feet to a point; thence
North 03°37'14" West 650.0 feet to the POINT OF BEGINNING.

Parcel 2

That portion of Government Lot 2 of Section 11, Township 2 North, Range 3 East, Meridian, Ad County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 11; thence
North 89°20'17" East 1603.62 feet to a point; thence
South 01°05'23" East 430.40 feet to the REAL POINT OF BEGINNING; thence
South 01°05'23" East 521.87 feet to a point; thence
North 49°10'14" East 360.00 feet to a point; thence
North 03°37'14" West 290.40 feet to a point; thence
South 89°17'37" West 264.01 feet to the REAL POINT OF BEGINNING

BILL OF SALE

Michael McGlathery and Angela McGlathery and wife, whose address is , Idaho ("Seller"), for good and valuable consideration in the sum of TEN DOLLARS (\$10), paid by Charles Corya and Taressa Corya of, 9892 E Highway 21, Boise, Idaho 83716 ("Buyer"), receipt of which is hereby acknowledged, does grant, sell, transfer, convey, and deliver to Buyer the property described on Exhibit A attached hereto

THE ABOVE-DESCRIBED PROPERTY IS BEING SOLD "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND BUYER AGREES TO PURCHASE SAID GOODS AS IS AND WITH ALL FAULTS.

SELLER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR THE QUANTITY, QUALITY OR CONDITION OF SAID PROPERTY.

BUYER HAS BEEN GIVEN THE OPPORTUNITY TO FULLY EXAMINE THE PROPERTY BEING SOLD HEREIN PRIOR TO SALE. THE ENTIRE AGREEMENT OF THE PARTIES REGARDING WARRANTIES IS CONTAINED HEREIN AND NO EVIDENCE OF ANY PRIOR OR CONTEMPORANEOUS AGREEMENT, WHETHER BY AGREEMENT, REPRESENTATION, UNDERSTANDING OR THE LIKE, MAY BE USED TO ADD TO, SUBTRACT FROM, OR MODIFY THE DISCLOSURE OF ALL WARRANTIES CONTAINED HEREIN.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on 12-172018.

SELLER:

Michael McGlathery

Angela McGlather

BUYER

Charles, Corya

aressa Corya

McStathery / Corya

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is executed effective as of December ____, 2017 (the "Effective Date"), by and between Michael McGlathery and Angela McGlathery, husband and wife ("Seller"), and Charles Corya and Taressa Corya, husband and wife ("Buyer").

RECITALS:

- A. Seller is the owner of the Property (as defined below) located in Ada County, Idaho
- B Seller desires to sell to Huyer and Buyer desires to purchase from Seller the Property, upon the terms, conditions and provisions set forth in this Agreement.

AGREEMENTS:

For value received, Seller and Buyer agree as set forth below.

- 1. Definitions. The following terms have the following meanings when used in this Agreement:
- "Business Day". A day other than a Saturday, Sunday, or day on which banking institutions in Idaho are authorized or required by law or executive order to be closed
- "Cash". United States currency represented by cash in hand, certified or cashier's check, wire transfer or other readily available funds.
- "Closing". The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.
- "Closing Date". The date upon which Closing occurs, to be on or before December 28, 2018 or a later date as the parties may agree to in writing.
- "Earnest Money Deposit". The funds to be deposited by Buyer with Escrow Agent (and all accrued interest thereon) in accordance with Section 3.1 of this Agreement. Escrow Agent shall invest the Earnest Money Deposit in a federally-insured, interest-bearing account.
 - "Escrow". The escrow to be created in accordance with this Agreement,
 - "Escrow Agent". Pioneer Title Company of Ada County, Brenda Daniel
- "Permitted Exceptions". All real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an

accurate survey or inspection of the property, and all other matters affecting title to the Property approved or waived by Buyer in accordance with this Agreement.

"Property". The land described in Exhibit A attached to this Agreement, the improvements located on the land including all fixtures, and any easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining to the land. The Property also includes the personal property described on the Bill of Sale attached as Exhibit B.

"Purchase Price". The total purchase price to be paid by Buyer for the Property, as set forth in Section 3 of this Agreement.

"Transaction". The purchase and sale of the Property contemplated by this Agreement

- 2. Definitive Agreement for Purchase and Sale of Property. Upon full execution, this Agreement will be a binding agreement between Buyer and Seller for the purchase and sale of the Property on the terms set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Buyer and Seller concerning the Transaction. If Buyer and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent's form, as may be modified by Buyer and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control
- 3. Purchase Price, Qualification of Financing and Method of Payment. The Purchase Price is \$725,000, payable as follows and on the following condition.
 - 31 \$5,000, in Cash, as the Earnest Money Deposit, to be deposited by Buyer with Escrow Agent contemporaneously with the delivery to Escrow Agent of a fully-executed original of this Agreement; and
 - 3.2 \$195,000, in Cash, as additional funds to be deposited by Buyer with Escrow Agent at or before Closing and paid to Seller at Closing.
- Date) of (i) proof of Buyer's funds for sufficient payment of the Earnest Money (3.1) and the Cash due at Closing (3.2) and (ii) a background and credit check of the Buyer. Seller's satisfaction under 3.1 (i) and (ii) shall determined or verified by a method selected by Seller with approval to be at their sole and absolute discretion. The \$525,000 in owner financing, if approved by Seller, shall be payable in accordance with the terms and conditions of a Promissory Note which shall be secured by a Deed of Trust and Security Agreement against the Property. The Promissory Note shall be substantially in the form attached as Exhibit C. The Deed of Trust and Security Agreement shall be substantially in the form attached as Exhibit D.
- 4. Disposition of Earnest Money Deposit. If the Transaction is consummated, the Earnest Money Deposit must be paid to Seller and applied against the Purchase Price. If the Transaction is not consummated, Seller and Buyer instruct Escrow Agent to apply the Earnest Money Deposit as follows:

- 4.1 If this Agreement is terminated as provided in this Agreement for any reason other than Buyer's failure to perform Buyer's obligations under this Agreement, the Earnest Money Deposit must be paid immediately to Buyer
- 4.2 If Buyer fails to perform any of Buyer's obligations under this Agreement, the Earnest Money Deposit must be paid to Seller as provided in Section 11.
- 5. Buyer's Conditions Precedent. Buyer's obligations to purchase the Property and otherwise perform under this Agreement are contingent upon satisfaction of the conditions precedent set forth below, which are conditions precedent only and not covenants of Seller.

5.1 Title Commitment.

- 5.1.1 Escrow Agent shall issue and deliver to Buyer and Seller a commitment for title insurance with respect to the Property (i) disclosing all matters of record and other matters of which Escrow Agent has knowledge that relate to the title to the Property, (ii) detailing Escrow Agent's requirements for closing the Escrow, (iii) committing to issue to Buyer an ALTA Standard Owner's Policy of Title Insurance with respect to the Property, and (iv) providing legible copies of all instruments referred to in the report (collectively, the "Commitment").
- Commitment, whichever occurs later, to review and object in writing to any casements, liens, encumbrances or other exceptions or requirements in the Commitment (the "Title Objections"). If Buyer does not approve the Commitment or object within the time specified, then the condition of title to the Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Title Objections by or before the Closing Date upon terms acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive the Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement.
- Agent, Escrow Agent shall immediately deliver to Buyer and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the "Amendment"). Buyer has five (5) days from the date of Buyer's receipt of the Amendment or through the Closing Date, whichever occurs earlier (but in no event earlier than expiration of the ten (10) day period provided for in Section 5.1.2), to review and to object in writing to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment that were not disclosed by the Commitment or a previous Amendment ("Additional Title Objections"). If Buyer does not approve the Amendment or object within the time specified, then the condition of title to the Property reflected on the Amendment will be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to climinate the matters covered by the Additional Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Additional Title Objections by or before the Closing Date upon terms acceptable to Buyer, Seller shall so notify

Buyer, and Buyer may either waive the Additional Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement

5.3 <u>Title Insurance Policy</u> At Closing, Escrow Agent shall commit to issue to and in favor of Buyer a Standard Residential Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and subject to the Permitted Exceptions (the "Title Policy")

5.4 Seller's Property Disclosures.

5,4.1 <u>Disclosure Statement</u>. In executing this Agreement, Buyer acknowledges they have received and reviewed Seller's Property Disclosure Statement a copy of which is attached hereto as <u>Exhibit E</u>. Buyer shall, within 3 days after receipt, execute and return to Seller a copy of such Seller's Property Disclosure Statement acknowledging Buyer's receipt of such Seller's Property Disclosure Statement

5.5 Buyer's Inspection.

- 5.5.1 Buyer has reviewed and approved the inspection report which is attached hereto as Exhibit F. Buyer accepts the property "AS-IS" and declines to conduct additional investigations, tests, analyses or studies deemed necessary in order to determine the condition and feasibility of the Property for Buyer's purpose.
- 5.6 <u>Lead Paint Disclosure</u>. The Property is is defined as "Target Housing" regarding lead-based paint or lead-based paint hazards.
 - 5.6.1 Buyer 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) Buyer has received the Seller's Disclosure of Information and Acknowledgment Form and has been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on the Property,
 - (c) That this Agreement is contingent upon Buyer's right to have the Property tested for lead-based paint hazards to be completed no later than [insert date] or the contingency will terminate;
 - (d) That Buyer waives does not waive this right.

 (Buyer's initials)
 - (c) That if test results show unacceptable amounts of lead-based paint on the Property, Buyer has the right to cancel this Agreement subject to the Seller's option (to be given in writing) to elect to remove the lead-based paint and correct the problem, which must be accomplished before closing; and

(f) That if this Agreement is canceled under this clause, Buyer's Earnest Money Deposit will be returned to Buyer.

Closing.

- 6.1 <u>Time and Place</u>. Closing will take place in the offices of Escrow Agent on or before the Closing Date.
 - 6.2 Seller's Closing Deliveries At Closing, Seller shall deliver to Escrow Agent
- 6.2.1 A Warranty Deed in the form of Exhibit G attached to this Agreement, fully executed and properly acknowledged by Seller, conveying the real property portion of the Property to Buyer subject to the Permitted Exceptions;
- 6.2.2 A Bill of Sale in the form of Exhibit B attached hereto conveying the personal property portion of the Property; and
- 6.2.3 Any other funds, instruments or documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned or delayed)
- 6.2.4 An insurance binder or commitment for insurance coverage in the Buyer's name on the Property upon Buyer taking Possession, on terms and conditions approved by Seller.
 - 6.3 Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:
 - 6.3.1 The funds required by Section 3 of this Agreement; and
- 6.3.2 Any other funds, instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary, to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.4 Closing Costs

- 6.4.1 Seller shall pay the premium for the Title Policy.
- 6.4.2 Buyer will pay the additional premiums required for any extended coverage or endorsements requested by Buyer
 - 6.4.3 Escrow fees will be split equally between Buyer and Seller
- 6.4.4 Real property taxes, assessments and utilities ("Proration Costs") and other items customarily prorated in Ada County, Idaho, will be prorated as of January 1, 2018, with the Seller responsible for 2017 Proration Costs and the Buyer responsible for 2018 Proration Costs based on verifiable figures. Any items that have been prorated based on the

latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Seller and Buyer

- 6.4.5 Each party must bear its own costs in connection with its negotiation, due diligence investigation and conduct of the Transaction. Notwithstanding, the Seller has retained Andrew E. Hawes to draft the transaction documents. Buyer is advise to have the transaction documents reviewed by their attorney.
 - 6.4.6 Seller to pay up to \$500 of Buyer's one year warranty.
- 6.4.7 All other costs associated with the Transaction must be borne by the parties in accordance with custom in Ada County, Idaho, as determined by Escrow Agent, unless otherwise specified in this Agreement
- 6.5 Possession Buyer will be entitled to possession of the Property 14 days after the Closing Date.

 All insurance and insurance coverage shall be in the Seller's name until the Closing Date.
- 7. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:
- 7.1 <u>Authority</u>. Seller has full power and authority to enter into this Agreement and complete the Transaction.
- 7.2 <u>Binding Agreement.</u> Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.
 - 7.3 Title. Seller has fee title to the Property, subject to the Permitted Exceptions.
- 7.4 No Violations. Seller has not received notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.2.1 for a period of one (1) year.

- 8. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:
- 8.1 Authority. Buyer has full power and authority to enter into this Agreement and complete the Transaction.
- 8.2 <u>Binding Agreement</u>. Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer according to its terms, and upon Buyer's

execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer according to their terms.

- Property and will have actually inspected the Property prior to Closing. Buyer's consummation of the Transaction is not based on any representations or warranties of Seller, except those expressly set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form referred to in Section 5.4. Buyer agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Seller set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form.
- 8.4 No Other Representations Buyer hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written, except as set forth in this Agreement and as set forth in the Seller's Property Disclosure Statement form referred to in Section 5.4.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Buyer set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.2.1 for a period of one (1) year.

9. Broker's Commission.

- 9.1 Seller and Buyer warrant, each to the other, that they have not dealt with any broker, agent, or finder in connection with the Transaction other than Trail 27, LLC, a real estate company, on behalf of Sciler. Upon Closing, Seller shall pay a brokerage commission of Six percent (6%) of the Purchase Price.
- 9.2 Except for the commission to be paid to the Brokers by Seller in accordance with Section 9.1, Buyer shall indemnify and hold Seller harmless against any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the Transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of any such claim, demand or suit.
- 10. FIRPTA Tax Withholding at Closing The parties will fully comply with the federal Foreign Investment in Real Property Tax Act ("FIRPTA").
- 10.1 <u>Seller's Affidavit</u>. If Seller is not a "foreign person" under FIRPTA, at Closing Seller will sign an affidavit so stating.
- 10.2 <u>Withholding</u>. If Seller is a "foreign person" under FIRPTA, at Closing the Escrow Agent will withhold from the sale proceeds the appropriate tax amount and submit that amount and any required forms to the Internal Revenue Service
- 10.3 <u>Indemnity</u>. Seller indemnifies and holds Buyer and Escrow Agent harmless from any liability, including attorneys' fees, related to Seller's taxes under FIRPTA or otherwise. This indemnity provision shall survive the closing of this Transaction

11. Risk of Loss. The risk of loss will be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Property before Closing, Buyer may terminate this Agreement. If Buyer waives any material loss or damage to or condemnation of the Property and proceeds to consummate the Transaction, or in the event of an immaterial loss, damage or condemnation, Seller shall, at Closing and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property that have been received by Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

12. Remedies.

- 12.1 <u>Buyer's Remedies</u>. If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for five (5) days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 13; or (ii) bring an appropriate action for specific performance of this Agreement.
- 12.2 Seller's Remedies. If Buyer fails to perform any of Buyer's obligations under this Agreement and that failure continues for five (5) days after Buyer's receipt of written notice from Seller, the Earnest Money Deposit must be paid immediately to Seller, and Seller may, as Seller's remedies for Buyer's failure, either. (i) terminate this Agreement in accordance with Section 13, in which case the Earnest Money Deposit will constitute Seller's liquidated damages, Seller and Buyer agreeing that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agreeing that the Earnest Money Deposit is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform under this Agreement; (ii) bring an appropriate action for specific performance of this Agreement; (iii) bring an appropriate action for any damages incurred by Seller as a result of such failure; or (iv) pursue any other remedies available to Seller under this Agreement, at law or in equity.
- 13. Termination If Buyer or Seller elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon proper termination by a party, Escrow Agent shall disburse the Earnest Money Deposit in accordance with Section 4 and return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of such money and documents, this Agreement and the Escrow will be terminated, and except as provided in this Agreement neither party will have any further liability or obligation under this Agreement.
- 14. Attorneys' Fees. If there is any litigation or other action by any party to enforce or interpret any provisions of or rights arising under this Agreement, the non-prevailing party shall pay to the other party all costs and expenses, including reasonable attorneys' fees and costs, that the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law.
- 15. Notices. Any notice given in connection with the Transaction must be in writing and must be given by personal delivery, established national overnight delivery service, confirmed facsimile or United States certified or registered mail with postage prepaid and return receipt

Seller:

Seller:

Dona (Sons add ress)

E-mail: Angie meglathery agmoil com

With a copy to:

E-mail:

requested, addressed to Seller or Buyer at the following addresses (or at another address as Seller

Notice will be deemed given on the date the notice is delivered by personal delivery or by confirmed E-mail or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice will be deemed received on the date the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer must be given to Escrow Agent.

- 16. Escrow Cancellation Charges. If the Escrow fails to close because of Buyer's default, Buyer will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, Seller will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close through no fault of either Seller or Buyer, any such cancellation charges by Escrow Agent shall be divided equally between Seller and Buyer.
- 17. Additional Acts. The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.
- 18. Business Days. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

- 19. Waiver. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived
- 20. Survival All of the covenants, agreements, representations and warranties set forth in this Agreement survive Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement
- 21. Counterparts/E-mail. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed electronically and delivered by e-mail or pdf, either of which will be effective as an original. At either party's request, or at the Escrow Agent's request, the parties will confirm E-mail or pdf-transmitted signatures by signing an original document.
- 22. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns. The foregoing notwithstanding, if Buyer assigns its rights under this Agreement, Buyer shall remain primarily liable for the performance of all Buyer's obligations under this Agreement.
- 23. Entire Agreement This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement, and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller
- 24. Construction This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and Buyer waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.
- 25. Headings. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
- 26. No Third Party Beneficiary. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.
- 27. Severability If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is severable from all other provisions of this Agreement.

- 28. Time of Essence Time is of the essence in the performance of this Agreement.
- 29. Incorporation by Reference. All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.
- 30. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

SELLER: Scale D. A. A. A. A.	SELLER: Slavy 12/17/17 Jugela Mi	Mady.
BUYER:	BUYER:	



State of Idaho DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082 Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

> Gary Spackman Director

July 10, 2020

CHARLES & TARESSA CORYA 9892 E HIGHWAY 21 BOISE ID 83716-9314

Re: Change in Ownership for Water Right No(s): 63-7423C, 63-32642, 63-32643

Dear Water Right Holders:

The Department of Water Resources (Western) acknowledges the receipt of correspondence changing ownership of the above referenced water rights 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 our office at (208) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure