

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUN 17 2020
Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
23-9B OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Rex Maughan
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Foster Land + Cattle
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address PO Box 40 City Ririe State ID ZIP 83443
- Telephone 208-351-9951 Email fosterag21@gmail.com
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: 3/5/2020
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.
☐ 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] Title, if applicable _____ Date 6/16/20
Signature of new owner/claimant
- Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by m petter Date 6-17-20 Receipt No. E046024 Receipt Amt. 25.00

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

Name on W-9 _____ Approved by JB Processed by CR Date 6/24/2020



WATER RIGHT REPORT

6/16/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-9B

<u>Owner Type</u>	<u>Name and Address</u>
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Current Owner	REX MAUGHAN PO BOX 29041 PHOENIX, AZ 85038 6029683999
---------------	--

Attorney	R JAY LLOYD 7091 EMERALD BOISE, ID 83704
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Original Owner	COLLINS BLAKLEY
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Priority Date: 10/21/1899

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
KELLY CREEK	SNAKE RIVER
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.76 CFS	
STOCKWATER	04/01	10/31	0.02 CFS	
Total Diversion			0.76 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER	SESW	Sec. 05	Township 03N	Range 41E	BONNEVILLE County
KELLY CREEK	SESW Lt 2	Sec. 32	Township 04N	Range 41E	JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
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03N	41E	5	SWNE	3.7						
		5	NENW	4.8	6	SENW	25.5			

Total Acres: 34

Conditions of Approval:

1. Exchange 78939 authorizes diversion of this right from the Snake River at the point of diversion described above, which is upstream of the confluence of the original source, Kelly Creek, and the Snake River.
2. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 01.
3. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
4. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. G23 Diversion of water under this right is limited to those times when water is available for diversion under the priority of this right at the original point of diversion from Kelly Creek in the T04N, R41E, S32, L2, NESWSW.
7. Changes to right 23-9B authorized under Exchange 78939 will remain in effect until the right holder notifies the director that the exchange has been discontinued.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. T07 The right holder shall accomplish the change authorized by this exchange within one year of the date of this approval.
10. T08 Failure of the right holder to comply with the conditions of this exchange is cause for the Director to rescind approval of the transfer.
11. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 03/30/2005

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

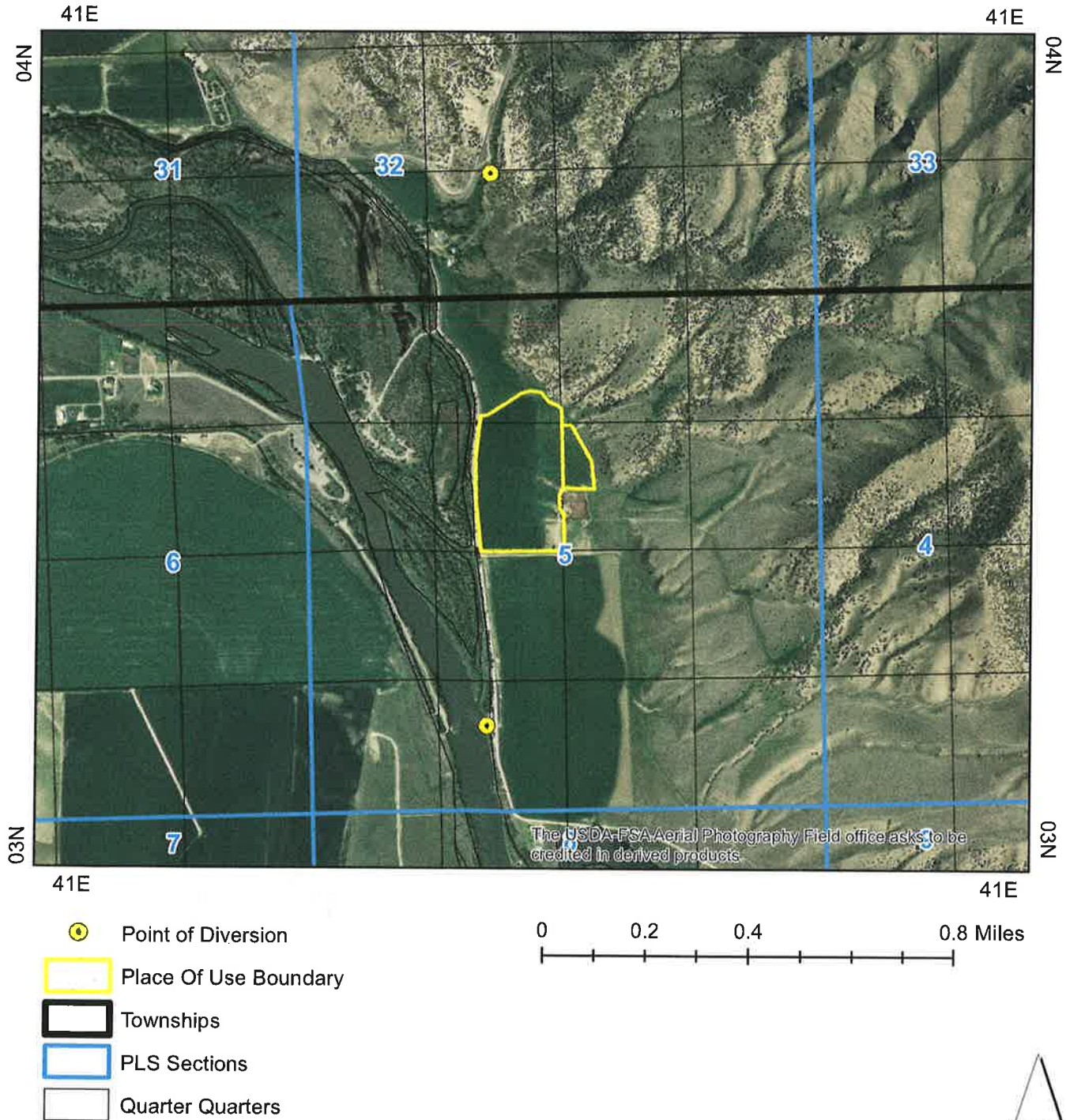
Other Information:**State or Federal:** S**Owner Name Connector:****Water District Number:** 01**Generic Max Rate per Acre:****Generic Max Volume per Acre:****Civil Case Number:****Old Case Number:****Decree Plaintiff:****Decree Defendant:****Swan Falls Trust or Nontrust:****Swan Falls Dismissed:****DLE Act Number:****Cary Act Number:****Mitigation Plan:** False

State of Idaho
Department of Water Resources

Water Right 23-9B

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Instrument # 1635544

Bonneville County, Idaho Falls, Idaho

03/12/2020 01:46:03 PM No. of Pages: 3

Recorded for: PIONEER TITLE CO OF BONNEVILLE CO LLC

Penny Manning Fee: \$15.00

Ex-Officio Recorder Deputy Kmaughan

Index to: DEED, WARRANTY



Pioneer Title Co.

1655 Elk Creek Drive, Suite 100
Idaho Falls, ID 83404

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 712445 /

WARRANTY DEED

For Value Received Cherry Properties, L.L.C., an Arizona Limited Liability Company
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

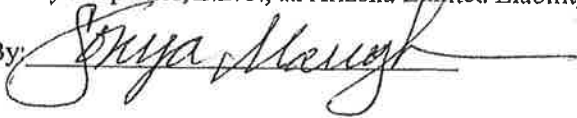
Foster Land & Cattle, an Idaho Partnership
hereinafter referred to as Grantee, whose current address is P.O Box 40 Ririe, ID 83443
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 5, 2020

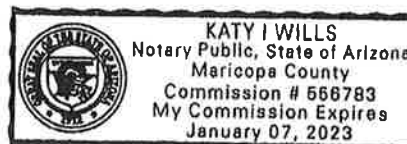
Cherry Properties, L.L.C., an Arizona Limited Liability Company

By: 

State of ARIZONA, County of MARICOPA

This record was acknowledged before me on MARCH 10TH, 2020, by
SONYA MAUGHAN, as MEMBER / OWNER of CHERRY
PROPERTIES, L.L.C.


Signature of notary public
Commission Expires: JANUARY 7, 2023



NOTARIZE





Pioneer Title Co.
GOING BEYOND

1655 Elk Creek Drive, Suite 100
Idaho Falls, ID 83404

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said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 5, 2020

Cherry Properties, L.L.C., an Arizona Limited Liability Company

By: *Sonya Maughan*

State of ARIZONA, County of MARICOPA

This record was acknowledged before me on MARCH 10TH, 2020, by
SONYA MAUGHAN, as MEMBER / OWNER of CHERRY
PROPERTIES, L.L.C.

Katy I Willis
Signature of notary public
Commission Expires: JANUARY 7, 2023



NOTARIZE

EXHIBIT A

Township 3 North, Range 41 East of the Boise Meridian, Bonneville County, Idaho:

Section 1:

The South half (S1/2) of the South half (S1/2) of the Southwest Quarter (SW1/4)

Section 4:

The North half (N1/2); and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4)

Section 5:

The East half (E1/2) of the Northeast Quarter (NE1/4); and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4); and the South half (S1/2) of Government Lot 5; and Government Lots 6, 7 and 8; and the Southeast Quarter (SE1/4)

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to the United States of America by Right-of-Way Deed recorded in Book 36 at Page 578 of Deed of Records, records of Bonneville County, Idaho.

Section 8:

Government Lot 7

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

a. Beginning at the Northeast corner of Section 8, Township 3 North, Range 41 East of the Boise Meridian, Bonneville County, Idaho; running thence West along the Section line 3223.80 feet to the TRUE POINT OF BEGINNING; thence N13°06'W 219.70 feet; thence S88°54'W 90.90 feet; thence S16°15'E 221.10 feet to an existing meander corner between Section 5, Township 3 North, Range 41 East of the Boise Meridian, Bonneville County, Idaho and said Section 8; thence S14°E 264.00 feet; thence S25°E 198.00 feet; thence S37°E 165.00 feet; thence S35°E 132.00 feet; thence S60°E 92.40 feet; thence S75°E 79.20 feet; thence N88°20'E 99.00 feet; thence N04°W 198.00 feet; thence N07°W 211.20 feet; thence N70°E 442.20 feet; thence S54°E 805.20 feet; thence S70°E 401.37 feet; thence North 258.99 feet; thence N59°53'27"W 223.31 feet; thence N66°45'W 485.60 feet; thence N82°33'W 1136.80 feet; thence N59°19'W 159.60 feet to the True Point of Beginning.

b. That certain property conveyed to the United States of America by Right-of-Way Deed recorded in Book 36 at Page 578 of Deed of Records, records of Bonneville County, Idaho.

Section 10:

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4); and the North half (N1/2) of the Southeast Quarter (SE1/4)

Section 11:

The Northeast Quarter (NE1/4); and the South half (S1/2) of the Northwest Quarter (NW1/4); and the North half (N1/2) of the Southwest Quarter (SW1/4)

Section 12:

The West half (W1/2) of the Northwest Quarter (NW1/4); and the North half (N1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); and the North half (N1/2) of the South half (S1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); and the South half (S1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); and the West half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4)

ALSO:

Township 2 North, Range 43 East of the Boise Meridian, Bonneville County, Idaho:

Section 13:

The Southwest Quarter (SW1/4)

Section 24:

Government Lots 2 and 3; and the Northwest Quarter (NW1/4); and the South Half (S1/2)

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County by Right-of-Way Deed recorded in Book 7 at Page 114 of Deed of Records, records of Bonneville County, Idaho.

b. That certain property conveyed to the State of Idaho by Right-of-Way Deed recorded in Book 33 at Page 638 of Deed of Records, records of Bonneville County, Idaho.

MAIL TAX NOTICE TO:

Cherry Properties, L.L.C.
7501 E. McCormick Parkway
Scottsdale, AZ 85258

SPECIAL WARRANTY DEED

REX G. MAUGHAN AND RUTH G. MAUGHAN, as Trustees of the MAUGHAN REVOCABLE TRUST OF 2007, dated August 24, 2007, hereafter "GRANTOR," with an address of 7501 E. McCormick Parkway, Scottsdale, AZ 85258, do hereby CONVEY and WARRANT to:

CHERRY PROPERTIES, L.L.C., an Arizona Limited Liability Company, hereafter "GRANTEE," with an address of 7501 E. McCormick Parkway, Scottsdale, AZ 85258, for the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract(s) of land in Jerome County, State of Idaho:

All that certain tract of land situated in Bonneville County, Idaho, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

SUBJECT TO easements, covenants, assessments, liens, encumbrances, restrictions, rights of way and reservations appearing of record and taxes for the year of 2019 and thereafter.

WITNESS, the hand(s) of said Grantor(s), this 22nd day of August, 2019.

Signed in the presence of:

GRANTOR:


Rex Maughan, Trustee
Maughan Revocable Trust of 2007


Ruth Maughan, Trustee
Maughan Revocable Trust of 2007

STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

On the 22nd day of August, 2019, before me, the undersigned Notary Public, personally appeared Rex Maughan, as Grantor, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he has executed the above document.

WITNESS my hand and official seal.



 Notary Public

My Commission Expires:

JANUARY 7, 2023



STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

On the 22nd day of August, 2019, before me, the undersigned Notary Public, personally appeared Ruth Maughan, as Grantor, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she has executed the above document.

WITNESS my hand and official seal.



 Notary Public

My Commission Expires:

JANUARY 7, 2023



EXHIBIT "A"

Township 3 North, Range 41 East of the Boise Meridian, County of Bonneville, State of Idaho.

Section 1: S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 4: N $\frac{1}{2}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 5: E $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ Lot 5; Lots 6, 7 and 8; SE $\frac{1}{4}$
Section 8: Lot 7
Section 10: SE $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 11: NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$
Section 12: W $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROEPRTY:

Beginning at the Northeast Corner of Section 8, Township 3 North, Range 41 East of the Boise Meridian, County of Bonneville, State of Idaho; running thence West along the Section line 3223.8 feet to the True Point of Beginning; thence N13°06'W 219.7 feet; thence S88°54'W 90.9 feet; thence S16°15'E 221.1 feet to an existing meander corner between Section 5 and Section 8; thence S14°E 264.0 feet; thence S25°E 198.0 feet; thence S37°E 165.0 feet; thence S35°E 132.0 feet; thence S60°E 92.4 feet; thence S75°E 79.2 feet; thence N88°20'E 99.0 feet; thence N04°W 198.0 feet; thence N07°W 211.2 feet; thence N70°E 442.2 feet; thence S54°E 805.2 feet; thence S70°E 401.37 feet; thence North 258.99 feet; thence N59°53'27"W 223.31 feet; thence N66°45"W 485.6 feet; thence N82°33'W 1136.8 feet; thence N59°19'W 159.6 feet to the True Point of Beginning.

This Warranty Deed also conveys the following:

All water and water rights, crop allotments, ditch and ditch rights, including but not limited to, 800 shares of Palisades Water Users and a Decree #23-0009 in Kelly Creek.

Together with existing irrigation equipment consisting of two pumps, one 100 hp and one 10 hp, four ¼ mile wheel line (Wade Rain), one ¼ mile hand line and existing main lines.

All of the rights, title, and interest in and to the Land Bank stock which results from the Federal Land Bank Loan on this property.

All mineral, geothermal, oil or gas rights pertaining to the property, subject to existing minerals and geothermal and/or oil and gas leases.

All Bureau of Land Management permits, allotments and leases from the State of Idaho pertaining to any land described herein.

State of Idaho Lease: Lots 5 and 6, Section 16, Township 3 North, Range 41 East of the Boise Meridian in Idaho, containing 92.29 acres.

Subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations.

Recording Requested by:
Maughan Family Trust

When recorded please mail to:
R. Maughan Trust
c/o Forever Living Products
7501 E. McCormick Parkway
Scottsdale, AZ 85258

Instrument # 1332562

IDAHO FALLS, BONNEVILLE, IDAHO

5-13-2009 03:11:25 No. of Pages: **3**

Recorded for: KATE FINEGAN

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 6.00

SPECIAL WARRANTY DEED

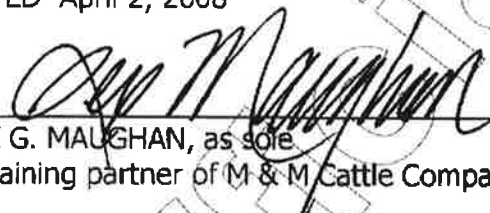
For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, as the GRANTORS herein, **M & M Cattle Company, a partnership** of 7501 E. McCormick Parkway Scottsdale, AZ 85258 do hereby convey to **REX G. MAUGHAN and RUTH G. MAUGHAN, as trustees of the MAUGHAN REVOCABLE TRUST OF 2007, dated August 24, 2007** of 7501 E. McCormick Parkway Scottsdale, AZ 85258 as the GRANTEE, the following described real property situate in **BONNEVILLE** County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

And the Grantor binds itself and its successors to warrant the title against its acts and none other, subject to the matters above set forth.

DATED April 2, 2008

By: 
REX G. MAUGHAN, as sole
remaining partner of M & M Cattle Company

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On the 2nd day of April, 2008 before me, the undersigned Notary Public, personally appeared REX G. MAUGHAN, as sole remaining partner, personally known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they have executed the above document.

WITNESS my hand and official seal.


Notary Public



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NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

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Real Estate Purchase and Sale Agreement

(Heise Ranch and Swan Valley)

DATE:

5TH day of MARCH, 2020

SELLER:

Cherry Properties, LLC, an Arizona limited liability company, having a business address at 7501 E. McCormick Parkway, Scottsdale, Arizona 85258, USA.

Manager: Sonya Maughan

BUYER:

Foster Land & Cattle, an Idaho partnership, having a business address at P.O. Box 40, Ririe, Idaho 83443, USA.

Partners: Brad and Sherryl Foster

Seller and Buyer may be referred to herein individually as a "Party" and/or collectively herein as the "Parties."

TITLE COMPANY:

Pioneer Title

Escrow Officer: Lenore Katri

(208) 542-0040

Lenore@mwtande.com

LISTING AGENCY:

N/A

SELLING AGENCY:

N/A

PROPERTY:

1. **Heise Ranch:**

That certain real property designated as Heise Ranch, having a property address at 5343 East Heise Road, Ririe, Idaho 83443, located approximately 30 miles northeast of Idaho Falls on the Jefferson/Bonneville County Line in the Heise area, including the parcel numbers and estimated acreage as defined in the below table, together with all privileges, rights-of-way, easements, licenses, and other rights and benefits owned by Seller, if any, which are appurtenant to or used in connection with the beneficial use and enjoyment thereof ("Heise Ranch");

	Parcel No.	Estimated Acres
1.	RP03N41E016888A	40
2.	RP03N41E040001A	360
3.	RP03N41E050002A	327.2
4.	RP03N41E051223A	34.66
5.	RP03N41E080601A	8.15
6.	RP03N41E101801A	120
7.	RP03N41E110002A	316
8.	RP03N41E122401A	120

2. **Swan Valley:**

That certain real property designated as Swan Valley, having a property address of 348 US Highway 31, Idaho, North of Swan Valley in the Pine Creek Bench area in Bonneville County, Idaho, including the parcel numbers and estimated acreage as defined in the below table, together with all privileges, rights-of-way, easements, licenses, and other rights and benefits owned by Seller, if any, which are appurtenant to or used in connection with the beneficial use and enjoyment thereof ("Swan Valley"):

	Parcel No.	Estimated Acres
1.	RP02N43E134801A	157
2.	RP02N43E240601A	320.3
3.	RP02N43E247201A	232.6

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT, (the "Agreement") for the sale of real property, including improvements thereon, is effective as of the date set forth above (the "Effective Date").

RECITALS

WHEREAS, Seller is the owner of two properties referred to herein as the (1) Heise Ranch and (2) Swan Valley properties, including the parcels and estimated acreage as defined above, and improvements thereon, (hereinafter collectively referred to as the "Real Property"); and

WHEREAS, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Agreement sets forth the terms and conditions by which Seller agrees to sell and Buyer agrees to buy the Real Property based on the terms and conditions as set forth in this Agreement.

TERMS AND CONDITIONS

2.2. Swan Valley Farm Lease Agreement. (the "Swan Valley Lease"). The Swan Valley Lease, dated the 1st day of January, 2020 is by and between Seller (the "Landlord") and Pine Creek Properties, LLC, an Idaho limited liability company, whose address is 11 Pine Creek Bench Rd., Swan Valley, Idaho 83449 (the "Lessee or Tenant"). Buyer and Seller agree that the Swan Valley Lease shall be assigned from Seller to Buyer in accordance with Section 16, Assignment, of the Swan Valley Lease, whereby Buyer agrees to be bound by the terms and conditions as defined in the Swan Valley Lease, Exhibit "B", attached hereto and incorporated herein by this reference. At the Closing, Buyer and Seller agree to execute Exhibit "C", the Assignment of Swan Valley Lease, attached hereto and incorporated by this reference.

3. Items Included & Excluded in this Sale. All existing improvements, including any fixtures and fittings that are attached to the Real Property are INCLUDED in the Total Purchase Price, and shall be transferred free of liens and/or any encumbrances. These include, but are not limited to, all attached fixtures, exterior trees, plants or shrubbery, water heating apparatus and fixtures, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the Real Property and shall be included in the sale unless otherwise provided herein.

4. Seller's Real Property Disclosure Form. If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) days after execution of this Agreement, provide to Buyer "Seller's Real Property Disclosure Form" or other acceptable form.

5. Lead Paint Disclosure. The Real Property is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards.

6. Payments / Interest. The Earnest Money, if any, and Down Payment, due at Closing, may be represented by a corporate or personal check, subject to bank clearance. All other payments required by this Agreement shall be represented by cash, wire transfer or a certified check or cashier's check payable in the amount of the required payment. Escrow Agent may deposit all earnest money in an interest-bearing, federally-insured money market or other similar account, subject to immediate withdrawal. If the escrow closes, all earnest money in escrow, with any interest earned thereon, shall be credited against the Total Purchase Price. If the earnest money is payable to Seller as provided by this Agreement, the earnest money in escrow, together with any interest earned thereon, shall be paid to Seller. If Buyer is entitled at any time to a return of the earnest money, any interest earned thereon also shall be paid to Buyer.

7. Non-Refundable Nature of Earnest Money. If Buyer does not exercise its right to cancel this Agreement prior to expiration of the Inspection Period (as defined herein), then all earnest money, if any, shall become non-refundable, except as otherwise expressly provided in this Agreement.

8. Escrow. An escrow for this transaction shall be established with Pioneer Title as the Escrow Agent, and Escrow Agent is hereby employed to handle the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Seller and Buyer will deliver to Escrow Agent all documents and do or cause to be done all other things necessary, in the reasonable judgment of Escrow Agent, to enable it to comply in good faith

with its obligations under this Agreement. Escrow Agent shall perform its duties faithfully, timely and in good faith according to the provisions set forth in this Agreement and at law relative to duties and obligations imposed on escrow agents. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall in all respects control. The Parties hereby waive any so called "13-day notice requirement" contained in any printed escrow instructions.

8.1 Opening and Closing Dates.

(a) Escrow shall be deemed open on the date (the "**Opening Date**") when at least one copy of this Agreement executed by Buyer and Seller has been delivered to the Escrow Agent. The Escrow Agent shall advise Buyer and Seller in writing of the Opening Date. Promptly following the Opening Date, the Escrow Agent shall deliver to Buyer, Seller and each Party's counsel and broker, as applicable, one copy of this Agreement as executed by Buyer and Seller. In the event Escrow Agent acts as an agent for an underwriter and does not issue its own policies of title insurance, Escrow Agent shall cause a closing protection letter to be provided to Buyer and Seller.

(b) The closing of this transaction and escrow (referred to in this Agreement as the "**Closing**" or the "**Close of Escrow**") shall occur at the office of Escrow Agent or by sending the requisite documents via on the date which is 30 days after the Opening Date. On or before the Closing date, Buyer and Seller shall deposit with the Escrow Agent all funds and instruments necessary to complete the transaction. The Closing date shall be no later than the 31st day of March, 2020.

8.2 Closing Costs and Prorations.

(a) Policy of Title Insurance. Upon the Close of Escrow, Seller shall pay one-half (½) of the escrow charges and the entire cost of a standard coverage owner's policy of title insurance. Buyer shall pay one-half (½) of the escrow charges, and if Buyer has elected to receive an ALTA extended coverage owner's title insurance policy or any title endorsements, then Buyer shall pay the cost of such policy in excess of the cost of a standard coverage policy and the cost of any endorsements requested by Buyer.

(b) Real Estate Taxes. Real estate taxes shall be prorated in the escrow as of the Close of Escrow, based upon the latest available information. Improvement liens and other special assessments, if any, due and payable as of the Close of escrow, shall be paid by Seller. Any other closing costs shall be paid by Buyer and Seller according to the usual and customary practice of Escrow Agent.

(c) Closing Costs. Seller agrees that all closing costs and Commission (as defined below) payable by Seller shall be deducted from Seller's proceeds at the Close of Escrow. On or before the Close of Escrow, Buyer agrees to deposit with Escrow Agent an amount sufficient to pay all closing costs payable by Buyer. Seller hereby irrevocably assigns said proceeds to Broker (as defined below) to the extent necessary to pay the Commission in accordance with this Agreement.

9. Title and Survey Matters.

9.1 Survey. Buyer, at Buyer's expense, may commission a survey of the Property, if desired by Buyer. If prepared, Buyer shall deliver a copy of the survey to Seller promptly after completion, at no cost to Seller.

9.2 Preliminary Title Report.

(a) Promptly following the Opening Date, Escrow Agent shall deliver a current preliminary title report (the "**Title Report**") on the Property to Buyer and Seller. The Title Report shall show the status of title to the Property as of the date of the Title Report and shall be accompanied by the best available copies of all documents referred to in the Title Report.

(b) Buyer shall have fifteen (15) days following Buyer's receipt of the Title Report and the Survey (the "**Review Period**") to notify Seller of any objections Buyer has to the status of title in Buyer's sole and absolute discretion (the "**Objections**"). If Escrow Agent issues a supplemental or amended title report showing additional exceptions to title (the "**Amended Report**"), Buyer shall have ten (10) days from the date of receipt of the Amended Report and a copy of each document referred to in the Amended Report, in which to notify Seller of any Objections to any additional matters or exceptions shown in the Amended Report, provided such additional matters or exceptions were not caused by Buyer. If Buyer gives Seller notice of any objections within the applicable time frame, Seller shall have ten (10) days after Seller's receipt of such notice to notify Buyer whether Seller intends to attempt to remedy the Objections prior to the Close of Escrow. Failure by Seller to respond within such ten (10) day period shall be deemed an election by Seller not to attempt to remedy the Objections. No later than ten (10) days following Seller's notice or the expiration of the time for Seller to respond, as the case may be, Buyer shall elect whether to (i) cancel this Agreement, or (ii) waive all Objections that Seller does not intend to cure or remove from the Title Report.

(c) If Buyer does not notify Seller of any Objections within the applicable time period, the status of title shall be deemed to have been approved by Buyer. All title matters which are approved or deemed approved by Buyer shall be referred to herein as the "**Permitted Exceptions**".

(d) Upon a cancellation in accordance with the provisions of this Section 4.2, the earnest money shall be returned to Buyer, together with all documents deposited in escrow by Buyer, all documents deposited in escrow by Seller shall be returned to Seller, and this Agreement shall terminate, with the Parties having no further obligations hereunder, except as expressly set forth herein.

9.3 Title Conveyance. At the Close of Escrow, Seller shall convey title to the Property to Buyer by special warranty deed (the "**Deed**"), unless otherwise provided, subject to current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions and restrictions as may appear of record and all matters which an accurate survey or physical inspection of the Real Property would disclose.

9.4 Title Commitment. At the Close of Escrow, Seller shall cause Escrow Agent to provide Buyer with a standard coverage owner's policy of title insurance in the full amount of the Total Purchase Price, effective as of the Close of Escrow, insuring Buyer that fee simple title to the Real Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the Permitted Exceptions and to any other matters approved in writing by Buyer. Buyer shall

have five (5) business days from receipt of the commitment or until twenty-four (24) hours prior to Closing, whichever is less, within which to object in writing to the condition of the Title as set forth in the commitment. If Buyer does not object, Buyer shall be deemed to have accepted the condition of the Real Property. It is agreed, in the event the title of the Real Property is not marketable, or cannot be made so prior to Closing, Buyer may terminate this Agreement. If Buyer desires to obtain an ALTA extended coverage owner's policy of title insurance, the increase in cost between the standard and extended policy shall be paid by Buyer. The obligation of Seller to provide the title policy called for in this Section shall be satisfied if, at the Close of Escrow, Escrow Agent has issued a binding commitment to issue the policy in the form required by this Section and if such policy is delivered within a reasonable time following the Close of Escrow.

10. Inspection Period; Buyer's Right to Cancel. Buyer shall have fifteen (15) business days after the Opening Date to conduct an inspection, study or investigate to Buyer's satisfaction the feasibility and suitability of the Real Property for Buyer's intended use (the "**Inspection Period**"). Inspections may include, investigations, tests, surveys, appraisals, and any other studies at Buyer's expense, which are deemed necessary by Buyer in order to perform its due diligence investigation and analysis of the Real Property. Until expiration of the Inspection Period, Buyer shall have the right to cancel this Agreement for any reason whatsoever and shall be entitled to a return of the Earnest Money by giving Seller written notice of cancellation at or prior to expiration of the Inspection Period. If written notice of cancellation is not given as set forth herein, then Buyer shall be deemed to have waived Buyer's right to cancel this Agreement under this Section. Buyer is strongly encouraged to exercise these rights and to make Buyer's own selection of professionals with appropriate qualifications to conduct inspections and/or appraisals of the Real Property.

11. Satisfaction / Removal of Inspection Contingencies.

11.1 If Buyer **does not** within the strict time period specified give to Seller written notice of items disapproved of, Buyer shall conclusively be deemed to have: (a) completed all Inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct.

11.2 If Buyer **does** within the strict time period specified give to Seller written notice of items disapproved of, Seller shall have ten (10) business day(s) in which to respond in writing. If Seller **does not** respond within the strict time period specified, Buyer shall have five (5) business day(s) (after receipt of Seller's response, or after the expiration of the time for Seller to respond, whichever occurs first) to cancel this Agreement in writing.

11.3 If Buyer **does not** give such written notice of cancellation within the strict time periods specified, Buyer shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct.

11.4 Seller shall make the property available for all Inspections. Buyer shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the Inspections.

12. Information / Reports. Promptly following the Opening Date, Seller shall deliver to Buyer a copy of any existing surveys, plats, plans, environmental and other reports of the Real Property, if any such report(s) are in Seller's possession. Buyer may cause a new environmental report or reports to be prepared with respect to the Property, at Buyer's option and cost. If prepared, the certification of such report or reports shall include Seller, and a copy of any such report or reports shall be delivered to Seller no later than five (5) days after Buyer's receipt of the completed report or reports. All information provided by Seller to Buyer shall be given without any representation or warranty whatsoever.

13. Water Rights. At the Close of Escrow, Seller shall, without further act, be deemed to have assigned, transferred, conveyed and set over unto Buyer all of the grandfathered, irrigation or other water rights, if any, with respect to the Real Property, and Seller agrees, if so requested by Buyer or required by any governmental entity, to make, execute and deliver an assignment of or deed to such rights in such form as Buyer (or any applicable governmental entity) may reasonably require after closing to evidence the same.

14. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer as follows, with the understanding that Buyer shall rely upon said representations, warranties and covenants:

14.1 Seller is the owner of fee simple title to the Property and has the legal right, power and authority to cause this Agreement to be executed and to transfer and convey the Property to Buyer pursuant hereto.

14.2 Seller is not aware of any liens, encumbrances, claims of liens or encumbrances affecting the Property, or any portion thereof, except those matters that Seller expects will be disclosed to Buyer in the Title Report.

14.3 Seller has no knowledge of any pending or threatened claim, action, suit, moratoria or proceeding relating to Seller or the Property which could interfere with the consummation of this Agreement.

14.4 Seller is not a Foreign Person as defined in § 1445 of the Code.

14.5 There are no oral or written leases affecting the Property that have not been disclosed.

14.6 To Seller's actual knowledge, the Property has never been utilized for the treatment, storage, or disposal of hazardous substances or wastes or petroleum products, no hazardous substances or wastes or petroleum products have ever been located on the Property. Seller has not conducted and has no knowledge that others have conducted any activity on the Property that could have toxic results, and Seller has not received any notice of any proceeding or any inquiry by any governmental agency with respect thereto. Seller has received no notice of any violations of any local, state, or federal statutes or laws governing the generation, treatment, storage, disposal, or clean-up of hazardous substances, including, without limitation, under the Arizona Environmental Quality Act of 1986, the Toxic Substance Control Act of 1976, or the Resource Conservation and Recovery Act of 1976, as they have been amended from time to time.

Each of the foregoing representations and warranties shall survive the Close of Escrow and not be

merged therein.

15. Buyer's Representations and Warranties. Buyer represents, warrants and covenants to Seller as follows, with the understanding that Seller shall rely upon said representations, warranties and covenants:

15.1 Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

15.2 Buyer acknowledges that consummation of this transaction shall constitute its acknowledgement that it has independently inspected and investigated the Property and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the real property and agrees to accept the Property in its present condition "AS IS".

15.3 Buyer acknowledges that no person acting on behalf of Seller is authorized to make, and by execution of this Agreement, Buyer acknowledges that no person acting or purporting to act on behalf of Seller has made, any representation, warranty, guaranty or promise, whether oral or written, except as set forth in this Agreement; and any agreement, statement, representation or promise made by any person which is not contained in this Agreement shall not be valid or binding upon Seller.

16. Possession / Buyer's Right of Entry. Possession of the Property shall be delivered to Buyer as of the Close of Escrow. From time to time prior to the Close of Escrow, Buyer and/or Buyer's representatives and agents may enter upon the Property for the purpose of examining the Property, conducting soil tests and engineering feasibility studies, and planning the proposed development of the Property. In the event any inspections or tests cause any part of the Property to be removed or otherwise disturbed, Buyer shall cause any such area(s) to be returned to their prior state upon completion of inspection and/or testing. Buyer agrees to indemnify Seller, and defend and hold Seller harmless for, from and against any injury, cost, liability or expense to person or property arising out of Buyer's exercise of the rights granted by this Section and this indemnity shall survive the Close of Escrow or the cancellation of this Agreement.

17. Condemnation. In the event of the condemnation (or sale in lieu thereof) of the Property or any portion thereof prior to the Close of Escrow, Buyer shall have the right to cancel this Agreement, in which event all earnest money shall be returned to Buyer with any interest earned thereon, the Agreement shall be cancelled, and neither Party shall have any further rights or obligation hereunder, except as otherwise expressly provided in this Agreement. If condemnation (or sale in lieu thereof) occurs prior to the Close of Escrow or if Buyer elects to Close the escrow notwithstanding the taking of a portion of the Property prior to the close, Buyer shall receive at the Closing credit for (or an assignment of) all awards or payments made therefor by the condemning authority to which Seller has received or is entitled and shall proceed to Close the escrow and pay the full purchase price provided herein.

18. Risk of Loss. Except as otherwise specifically provided in this Agreement, the risk of loss or damage to the Property until the Close of Escrow shall be borne by Seller.

19. Business Day. Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

20. Release from Representations and Warranties. Non-exercise by Buyer of the cancellation rights provided in this Agreement shall evidence conclusively that Buyer has made an on-site inspection of the Property and has otherwise investigated the Property to Buyer's complete satisfaction. Except as otherwise set forth in this Agreement, Buyer hereby releases Seller and Broker, if any, from any and all responsibility and liability regarding (i) the nature, quality or condition of the Property; (ii) the income to be derived from the Property; (iii) the suitability of the Property for any and all activities and uses that Buyer may intend to conduct thereon; (iv) the compliance of or by the Property with any laws, rules, ordinances or regulations; or (v) any other matters related to or concerning the Property. Buyer expressly acknowledges that Buyer has not relied on any warranties, promises, understandings or representations, express or implied, of Seller or Broker relating to the Property which are not contained in this Agreement and that Buyer is acquiring the Property in an "as is" and "where is" condition, with all faults and defects. Buyer acknowledges that any and all flood plain or floodway data, engineering data, feasibility or marketing reports, soil reports, or other information of any type which Buyer has received or may receive from Seller or Seller's agents (including without limitation Broker) is furnished on the express condition that Buyer shall make an independent verification as to the accuracy and completeness of such information, all such information being furnished without any warranty. Buyer agrees that Buyer will not attempt to assert any liability against Seller or Broker for furnishing such information to Buyer or resulting from Buyer's use or reliance upon such information. The indemnities and releases set forth in this Section shall survive the Close of Escrow or the cancellation of this Agreement.

21. Brokerage / Real Estate Commission. This section is intentionally deleted as neither Buyer or Seller are working with a broker and/or real estate agent.

22. Exchange. The Parties acknowledge that either of them may choose to consummate the transaction contemplated by this Agreement through an exchange permitted by Section 1031 of the Internal Revenue Code of 1986, as amended (an "Exchange"). The Parties shall reasonably cooperate with one another in accomplishing such Exchange; provided, however, that neither Party shall have any obligation to do anything that would cause it to incur any liability or obligation or to take title to any property other than the Property, and provided further that such Exchange shall in no event delay the closing. The Party electing to utilize an Exchange shall pay all costs and expenses associated therewith. The completion of an Exchange shall not be a condition of closing.

23. Seller's Remedies. If Buyer fails to deposit any payment due hereunder in the time and manner set forth in this Agreement or to perform when due any other act required by this Agreement, Seller may give written notice to Buyer and Escrow Agent of Buyer's default. Buyer shall have five (5) days to cure any such default, and in the event the default has not been cured within five (5) days, Escrow Agent is instructed to cancel the escrow. Upon such cancellation, Seller shall be entitled to receive all earnest money in escrow (and Escrow Agent is hereby instructed to deliver such deposits to Seller), as consideration for acceptance of this Agreement and for taking the Property off the market and not as a penalty.

24. Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed, then Buyer's sole and exclusive remedy shall be to either: (i) waive such breach and Close the transaction; or (ii) seek to specifically enforce this Agreement; or (iii) cancel this Agreement and the escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and

Escrow Agent. Upon such cancellation, Buyer shall be entitled to a return of all earnest money, along with all interest earned thereon, and Escrow Agent is hereby instructed to deliver any such deposits in escrow to Buyer.

25. Affidavit of Non-Foreign Status. Seller shall deliver to Escrow Agent at the closing an affidavit executed by Seller under penalty of perjury setting forth Seller's taxpayer identification number and stating that Seller is not a foreign person in accordance with Internal Revenue Code Section 1445(b)(2). Seller also shall execute and deliver to Escrow Agent at the closing a copy of IRS Form 1099S for filing by Escrow Agent with the U.S. Internal Revenue Service.

26. Assignment; Binding Effect. Buyer may assign or otherwise transfer any of its rights under this Agreement, without the consent of Seller. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

27. Cooperation. Until closing, Seller shall reasonably cooperate with Buyer in obtaining any necessary governmental approvals that are required pursuant to the terms of this Agreement.

28. Default.

28.1 If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money, if any, as liquidated damages or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make a demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, to Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated **damages**, such shall be Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection **fees** and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

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

29. Dispute Resolution. If a dispute arises relating to the Parties hereto which cannot be resolved by good-faith negotiations, the Parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely cost-effective manner, we will waive our respective rights to trial by jury and resolve our dispute by submitting the controversy to binding arbitration in accordance with the commercial rules of the American Arbitration Association ("AAA"), except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States District Court of Idaho. In the event arbitration is necessary, the prevailing Party shall be entitled to recover costs and expenses of the arbitration, including, but not limited to, attorney's

fees, including in-house attorney's fees, and costs of administration of the arbitration proceedings, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award. The county where the services are provided shall be the sole and exclusive place for jurisdiction and venue for resolution of any dispute between the Parties hereto.

30. Interpretation / Governing Law. This Agreement and the rights, duties and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho. This Agreement has been reached by negotiation between the Parties and shall therefore not be construed against the drafter hereof, and the Parties each agree to indemnify and hold the drafter hereof harmless for, from and against any injury, cost, liability or expense, and this indemnity shall survive the Close of Escrow or the cancellation of this Agreement.

31. Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

32. Notices. All notices, requests, authorizations, approvals, consents and other such communications shall be in writing and shall be delivered in person, by private express freight delivery service (freight prepaid), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission, addressed as set forth on the first page of this Agreement. Notices shall be deemed to be given or received on the date of actual receipt (or refusal of delivery) at the applicable above-stated address or at such other address as a Party may direct from time to time upon written notice to the other Party at least ten (10) days prior to the proposed change of address.

33. Further Documentation. Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purposes of this Agreement.

34. Time Periods. The time for performance of any obligation or taking of any action under this Agreement shall expire at 5:00 o'clock p.m. (Idaho Time) on the last day of the applicable time period. If the time for the performance of any obligation or taking any action under this Agreement falls on a day that is not a Business Day, the time shall be extended to the next following day that is a Business Day. "**Business Day**" is a day other than a Saturday, Sunday or a holiday observed by the United States government, the State of Idaho, or Escrow Agent. If any deadline herein is extended to the next Business Day, and such deadline is used to calculate a subsequent date, the extended date which falls on the next Business Day shall be used to calculate the subsequent date. **Time is of the essence in this Agreement.**

35. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

36. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, and facsimile signatures shall be treated as original signatures.

37. Severability. Every provision of this Agreement is intended to be severable. If any portion of this Agreement is determined to be illegal or invalid for any reason, such determination shall not affect the validity or legality of the remainder of this Agreement.

38. Acceptance. This Agreement shall be of no force and effect unless the Parties have executed and delivered a fully executed original or copy of this Agreement to the Escrow Agent.

39. Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller, except for an assignment by Buyer if permitted herein.

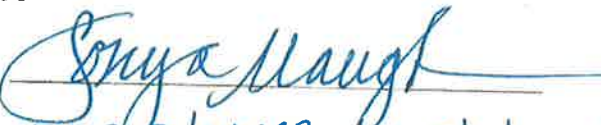
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[signatures appear on the following page(s)]

SELLER:

CHERRY PROPERTIES, LLC

7501 E McCormick Pkwy Scottsdale, AZ
85258

By: 

Its: MEMBER / OWNER Date: 3/10/2020

BUYER:

FOSTER LAND & CATTLE

P.O. Box 40
Ririe, Idaho 83443

By: 

Its: _____ Date: 3/05/2020

By: 

Its: _____ Date: 3/05/2020

ESCROW AGENT ACCEPTANCE:

Escrow Agent hereby accepts to handle the escrow established by this Agreement in accordance with the terms set forth in this Agreement.

Pioneer Title
Lenore Katri
(208) 542-0040
lenore@mwttande.com

By: _____

Date: _____

EXHIBIT ("A")
Amortization Schedule



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 24, 2020

FOSTER LAND AND CATTLE
PO BOX 40
RIRIE ID 83443-0040

Re: Change in Ownership for Water Right No(s): 23-9B

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 497-3779.

Sincerely,

Cher Ramos
Technical Records Specialist

Enclosure(s)

cc: Water District 01
Water District 100