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NOV 20 2017

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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OCT 18 2017

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

DEPARTMENT OF

1. **WATER RESOURCES** If 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?
63-33721	Yes ☒	Yes ☐		Yes ☐	Yes ☐
63-32010	Yes ☒	Yes ☐		Yes ☐	Yes ☐
63-31988	Yes ☒	Yes ☐		Yes ☐	Yes ☐
63-2958	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: HOOT NANNEY FARMS INC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ROMAN CATHOLIC DIOCESE OF BOISE
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1501 FEDERAL WAY, SUITE 400 BOISE ID 83705
Mailing address City State ZIP
- Telephone _____ Email _____
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 10/05/2017
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA
IN FILE # 63-2958

8. Signature: _____ Director of Finance _____ Date 10/13/17
Signature of new owner/claimant Title, if applicable
- Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by CS Date 10/13/17 Receipt No. W045765 Receipt Amt. \$400⁰⁰

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 X Approved by _____ Processed by Jan Date 11-28-17



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 DAN RYALLS
TITLEONE BOISE

2017-095255
10/06/2017 02:35 PM
\$15.00

Order Number: 17287204 JG/S

WARRANTY DEED

For Value Received,

Hoot Nanney Farms, Inc., an Idaho corporation, who acquired title as Hoot Nanny Farms, Inc., an Idaho corporation, the Grantor, does hereby grant, bargain sell and convey unto, Roman Catholic Diocese of Boise, a single director Idaho corporation, whose current address is 1501 Federal Way, Suite 400, Boise, ID 83705, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel I:

A parcel located in the Northeast quarter of the Southeast quarter of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at an aluminum cap monument marking the Northeasterly corner of said Northeast quarter of the Southeast quarter from which an aluminum cap monument marking the Northwestern corner of the Southeast quarter of said Section 4 bears North 89°12'10" West a distance of 2634.75 feet; thence

North 89°12'10" West along the Northerly boundary of said Northeast quarter of the Southeast quarter a distance of 526.47 feet to a 5/8 inch diameter iron pin; thence leaving said Northerly boundary

South 0°45'51" West a distance of 1297.15 feet to a 5/8 inch diameter iron pin on the Northerly right-of-way of Floating Feather Road as described in Public Road Petition approved on October 13, 1902 in Road Book 1 at Pages 425 to 426; thence

South 89°17'05" East along said Northerly right-of-way a distance of 526.47 feet to a 5/8 inch diameter iron pin on the Easterly boundary of said Northeast quarter of the Southeast quarter; thence leaving said Northerly right-of-way

North 0°45'51" East a distance of 1296.40 feet to the Point of Beginning.

Parcel II:

A parcel located in the Northwest quarter of the Southwest quarter of Section 3, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at an aluminum cap monument marking the Northwestern corner of said Northwest quarter of the Southwest quarter from which a 5/8 inch diameter iron pin marking the Northeasterly

corner of the Southwest quarter of said Section 3 bears South 89°26'55" East a distance of 2637.28 feet; thence
South 89°26'55" East along the Northerly boundary of said Northwest quarter of the Southwest quarter a distance of 1318.64 feet to a 5/8 inch diameter iron pin marking the Northeasterly corner of said Northwest quarter of the Southwest quarter; thence
South 0°46'04" West along the Easterly boundary of said Northwest quarter of the Southwest quarter a distance of 1301.95 feet to a 5/8 inch diameter iron pin on the Northerly right-of-way of Floating Feather Road as described in Public Road Petition approved on October 13, 1902 in Road Book 1 at Pages 425 to 426; thence
North 89°12'25" West along said Northerly right-of-way a distance of 1318.55 feet to a 5/8 inch diameter iron pin on the Westerly boundary of said Northwest quarter of the Southwest quarter; thence leaving said Northerly right-of-way
North 0°45'51" East a distance of 1296.40 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 10/5/17

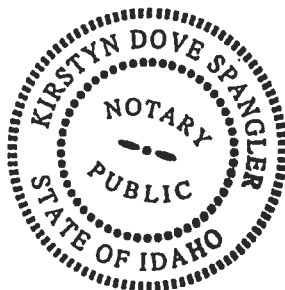
Hoot Nanney Farms, Inc., an Idaho corporation

By: Michael L. Dixon
Michael L. Dixon, President

State of Idaho, County of Canyon, ss.

On this 5 day of October in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael L. Dixon, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Kirstyn Dove Spangler
Notary Public
Residing in: Boise
My Commission Expires: 7.31.19
(seal)





RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2016
EDITION
Page 1 of 6

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# Cal 1302017 DATE February 28, 2017
LISTING AGENCY Western Idaho Realty Office Phone # 208-459-8600 Fax # 208-459-7300
Listing Agent Craig A. Lindquist and Larkin Hall E-Mail calindquist Phone # 208-921-0092
SELLING AGENCY Larry Hellhake Real Estate Services Office Phone # 208-867-4246 Fax #
Selling Agent Larry Hellhake E-Mail LJHRES@msn.com Phone #

1. BUYER: Roman Catholic Diocese of Boise and/or Assigns
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to
as "PROPERTY" COMMONLY KNOWN AS 8542 West Floating Feather Road, (55 +/- acres)
Eagle City Ada County, ID, Zip 83616 legally described as:
55 +/- acres

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

2. \$2,509,000.00 PURCHASE PRICE: Two Million Five Hundred Thousand Dollars And Zero Cents
payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

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

(A). \$20,000.00 EARNEST MONEY: BUYER hereby deposits Twenty Thousand Dollars And Zero Cents
DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):
☐ other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt or
☐ upon acceptance by BUYER and SELLER or ☒ other Earnest Money to be deposited within five business days of mutual acceptance
and shall be held by: ☐ Listing Broker ☐ Selling Broker
☒ other TitleOne Corporation for the benefit of the parties hereto.

THE RESPONSIBLE BROKER SHALL BE:

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

Cash proceeds from another sale: ☐ Yes ☒ No

(C). \$ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of \$ not including mortgage insurance, through ☐ FHA; ☐ VA; ☐ CONVENTIONAL; ☐ IFHA,
☐ RURAL DEVELOPMENT, ☐ OTHER with interest not to exceed % for a period of year(s) at:
☐ Fixed Rate ☐ Other In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing.

BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate ☐ Other
LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within business days (five [5] if left blank) of SELLER'S
acceptance. Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written
confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds
necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender
underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money
shall be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other
terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA; If
applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase
of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in
accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct
Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

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

(D). \$ ADDITIONAL FINANCIAL TERMS:

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

(E). \$2,480,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at
closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

BUYER'S Initials (Signature) Date 2-28-17

SELLER'S Initials (Signature) Date 3-6-17

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JULY 2016 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 6

Serial #: 074011-200140-0241692

Prepared by: Larry Hellhake | Larry Hellhake R.E. Services | LJHRES@msn.com | 2088265189

PROPERTY ADDRESS: _____

ID#: Cal 1302017

4. OTHER TERMS AND/OR CONDITIONS: See Addendum "1" attached and made a part thereof.

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. SIZE: Square footage and lot size: (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): Unknown at this time

- F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 6. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as "Buyer's Inspection Contingency." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 120 calendar days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed 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.

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

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 10 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may proceed under 6(B)(4) below.

4). If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these

BUYER'S Initials [Signature] Date 3-25-17SELLER'S Initials [Signature] Date 3-6-17

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PROPERTY ADDRESS: _____

deficiencies or giving the SELLER written notice within 10 business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

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

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

(A). **PRELIMINARY TITLE COMMITMENT:** Within 10 business days (six [6] if left blank) of final acceptance of all parties ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 99 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). **TITLE COMPANY:** The parties agree that _____ TitleOne _____ Title Company located at 1101 River Street, Boise, Idaho shall provide the title policy and preliminary report of commitment.

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a LTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee's policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. **COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs):** As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have _____ business days (ten [10] if left blank) but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

10. **SUBDIVISION HOMEOWNER'S ASSOCIATION:** BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$ _____ per _____ and/or PROPERTY TRANSFER FEES of \$ _____ at closing.

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

12. **FARM/CROPS/TIMBER RIGHTS:** SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLER shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant

BUYER'S Initials (CV) Date 2-28-17

SELLER'S Initials (MD) Date 3-6-17

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JULY 2016 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Serial#: 074011-200 148-0241002

Prepared by: Larry Holtheke | Larry Holtheke R.E. Services | LHHRES@msn.com | 2085385183

PROPERTY ADDRESS: _____

ID#: Cal 1302017

who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

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

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

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

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

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

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

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

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

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

25. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): Jul 31, 2017 unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank) prior to closing.

Upon closing SELLER agrees to pay EITHER _____% (N/A if left blank) of the purchase price OR \$_____ (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but is not limited to those items in BUYER columns marked below.

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

BUYER'S Initials (M.H.) (L.H.) Date 2-28-17

SELLER'S Initials (M.H.) (L.H.) Date 2-6-17

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JULY 2016 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 4 of 6.

Serial#: 074011-200143-3241092

Prepared by: Larry H. Hake | Larry H. Hake R.E. Services | LHHRES@juno.com | 2087385163

PROPERTY ADDRESS: _____

ID#: Cal 1302017

26. DEFAULT: IF BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

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

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

30. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) August 30, 2017. The parties agree that the CLOSING AGENCY for this transaction shall be TitleOne Corporation, Scott Darling located at 1101 River Street, Boise, Idaho 83702. If a long-term escrow/collection is involved, then the long-term escrow holder shall be _____.

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

32. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ Not Applicable. Dollar amount may be determined by SELLER's supplier.

33. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: See Addendum "1" attached and made a part thereof.

34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials SW Date 7-28-17SELLER'S Initials MJD Date 7-6-17

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36. **ACCEPTANCE:** This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) March 7, 2017 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

57. BUYER'S SIGNATURES:

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

☒ SEE ATTACHED BUYER'S EXHIBIT(S): 2 (Specify number of BUYER exhibit(s) attached.)

BUYER Signature R. Carmi Norton BUYER (Print Name) Roman Catholic Diocese of Boise
Date 2-28-17 Time 11:46 ☒ A.M. ☐ P.M. Phone # _____ Cell # 208-867-4246
Address 1501 Federal Way, Suite 400 E-Mail LJHRES@msn.comnullnuli
City Boise State Idaho Zip 83705 Fax # _____

BUYER Signature _____ BUYER (Print Name) _____
Date 1-23-17 Time 1140 ☒ A.M. ☐ P.M. Phone # _____ Cell # _____
Address 5000 _____ E-Mail _____
City _____ State _____ Zip _____ Fax # _____

1 SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
2 SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 1
3 SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # *Exhibit B*

SELLER Signature Michael L. Dixon SELLER (Print Name) Michael L. Dixon
Date 3-6-17 Time 10:30 ☒ A.M. ☐ P.M. Phone # _____ Cell # _____
Address _____ E-Mail _____
City _____ State _____ Zip _____ Fax # _____

SELLER Signature _____ SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

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

ADDENDUM # 1 (All addendums shall be numbered sequentially.)JULY 2016 EDITION
Page 1 of 1

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.Today's Date: February 28, 2017

This is an ADDENDUM to the ☒ Purchase and Sale Agreement ☐ Other _____
("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

AGREEMENT DATED: February 28, 2017 ID # CAL1302017ADDRESS: 8542 West Floating Feather Road (55 acres)BUYER(S): Roman Catholic Diocese of Boise and/or AssignsSELLER(S): Hoot Nanney Farms

The undersigned parties hereby agree as follows:

1. No later than March 15, 2017, Buyer to provide Seller with documentation from Buyer's financial associates as to Buyer's ability to close this all cash transaction.

2. Buyer to have until July 31, 2017 to investigate the property to determine if the property will be acceptable to Buyer. During that time period, if FOR ANY REASON, at Buyer's sole discretion, Buyer determines that the property is not acceptable to Buyer, the Buyer may terminate this transaction. If terminated, the earnest money in the amount of \$20,000.00 to be returned to Buyer without offsets upon written demand to the Title Company or Escrow Agent. If Buyer does not terminate this transaction in writing prior to August 1, 2017, the earnest money will be non-refundable except upon non-performance of Seller. Earnest money to apply to Buyer's purchase price at closing.

3. A new farm lease between the current farmer and the Buyer to be agreed to during the due diligence period ending July 31, 2017. The new lease will contain terms and conditions that are acceptable to Buyer at Buyer's sole discretion. The new lease will include but not be limited to the new lease rate, the modification and timing of the existing sprinkler system and delivery of irrigation water to the 55 acre site. The existing lease (Exhibit "B") that applies to the subject 55 acres shall be terminated as of the date of closing and the new lease shall be effective on that date.

4. Buyer may elect to, but is under no obligation to do so, conduct an ALTA survey of the property that meets the standards of the Title Company. The Seller, at Seller's expense, must provide a solution and correct any discrepancies that are discovered by the survey.

END

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: R. Quinn Wassuth VCDate: 2-28-17

BUYER: _____

Date: 2-28-17SELLER: Michael L. DixonDate: 3-6-17

SELLER: _____

Date: _____

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JULY 2016 EDITION

RE-11 ADDENDUM

Page 1 of 1

Senalia: 033279-900140-8298259

Prepared by: Larry Helthake | Larry Helthake R.E. Services | LJHRES@msn.com | 2089385188

This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.

0.11 Miles

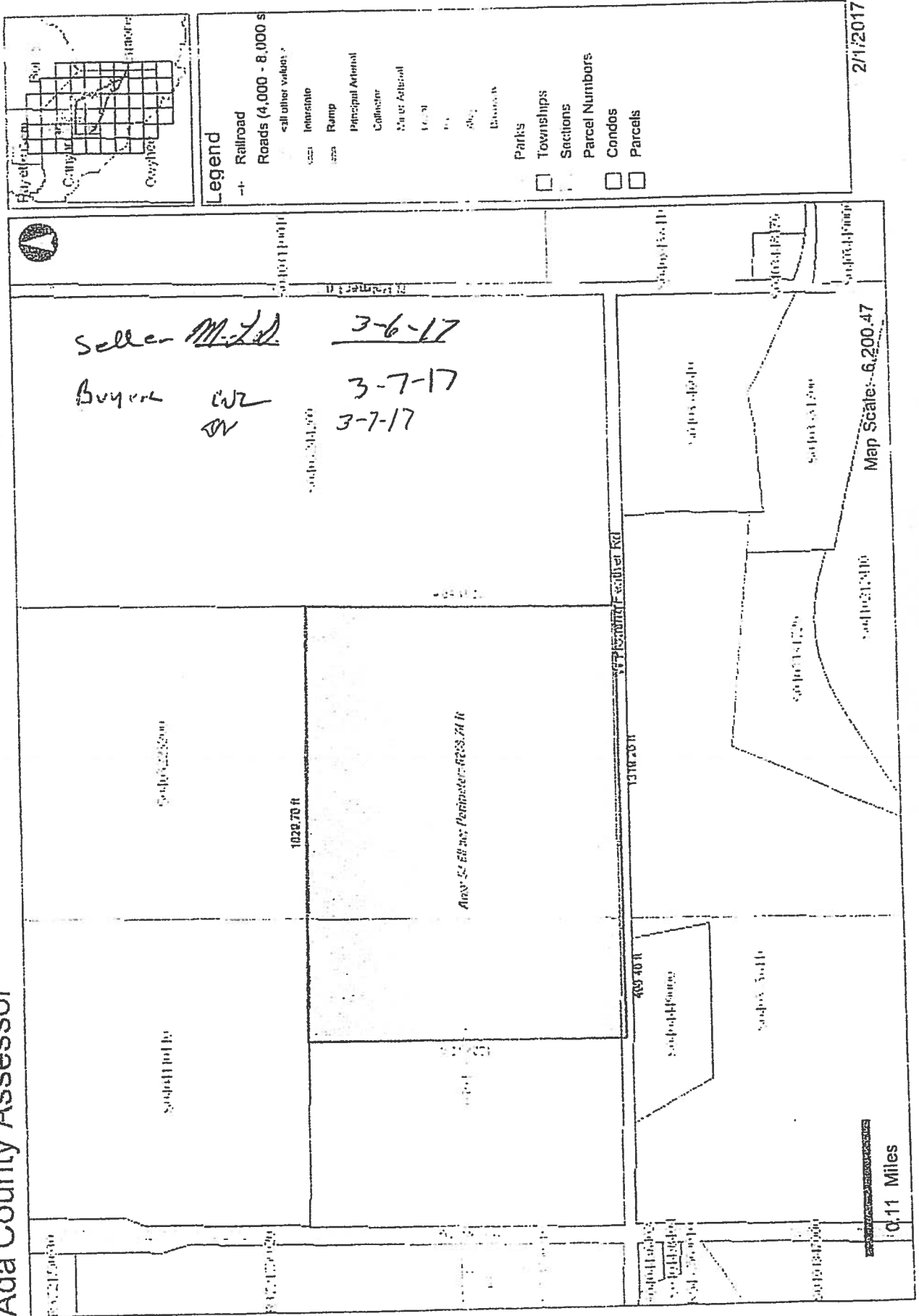


Exhibit "B"

AMENDED LEASE AGREEMENT

This lease agreement made and entered into this 25th day of October 2016, by and between HOOT NANNY FARMS, INC., an Idaho corporation. (herein "Lessor"), and RADD FARBO, of 7002 Avignon Road, Eagle, Idaho 83616. (herein "Lessee").

1. PREMISES. Lessee hereby leases to Lessor for agricultural and related purposes, the real property described on Exhibit A, which is attached hereto and incorporated herein by reference. The property consists of approximately 300 acres of agricultural land.

2. TERM. The term of this lease shall be for a period of five years, from October 10, 2012, until October 10, 2017, with an option to extend the lease for an additional three year term, through October 10, 2020. The option shall be exercised by Lessee giving Lessor written notice, by August 1, 2017, of its intent to exercise such option. If such option is exercised, the term will be extended on the same terms and provisions for such additional three year period. If Lessee fails to give written notice of its intent to exercise the option, on or before August 1, 2017, the lease shall terminate, as shall the Lessee's right to possession, on October 10, 2017.

3. RENT. Rent shall be in the sum of \$100,000.00 per year. The first payment of rent shall be in the sum of \$100,000.00, due and payable on or before October 31, 2012, and a like payment shall be due on or before October 31st, each year thereafter during the term of this lease. Failure to pay rent in a timely manner shall be a material default of this lease agreement. Rent may be adjusted in the event of a sale or transfer of any part of the premises as set forth in the following paragraph 7,

4. LESSORS RESPONSIBILITIES. Lessor, during the term of this lease, shall be responsible for the following:

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AMENDED LEASE AGREEMENT- 1

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CJZ 3-7-17
DW 3-7-17

- a. To pay all property taxes and irrigation assessments levied and assessed on the premises in a timely manner.
- b. To, at Lessor's sole cost, repair all pressure pumps and existing mainline associated with the delivery of water to the sprinkler systems.
- c. To provide, at the Lessor's sole cost, up to 2,000 gallons of water per minute to the property as provided by the Bureau of Reclamation licenses.
- d. To, at Lessor's sole cost, purchase center pivot irrigation systems for the property, provided such systems can be purchased and fully installed for approximately \$310,000.
- e. To provide insurance, at Lessor's sole cost, on the center pivot irrigation systems for vandalism and inclement weather damages.

5. **LESSEE'S RESPONSIBILITIES.** Lessee shall, at its sole cost, be responsible for the following during the term of the lease:

- a. To furnish all fertilizer, seed, labor, supplies, machinery, equipment, and other materials or labor necessary for farming the premises.
- b. To pay all expenses related to the harvest of the crops raised on the premises.
- c. To pay all the electrical power for the operation of the irrigation systems and wells.
- d. To provide the following insurance coverage:
 - i. Workman's Compensation Insurance provided by Idaho State Insurance Fund, or some other approved provider.

M. L. S.
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- i. Liability insurance with a minimum coverage of one million dollars under a primary policy, and five million dollars on an umbrella policy, with the Lessee named as additional named insured.
- iii. To provide fire, theft, hazard, and overturn insurance on Lessee's property and equipment located or used on the premises.
- e. Lessee will solicit bids from all suitable pivot manufacturers/distributors for the provision of a pivot irrigation system to the premises. All bids shall be provided to Lessor for its review. Lessor shall, after consultation with Lessee, have the sole discretion as to the bid to be accepted.
- f. Lessee shall coordinate the construction and erection of the center pivots for the beginning of the 2013 irrigation system under the contract entered into by Lessor for the pivot system(s).
- g. Lessee will be responsible for the maintenance, upkeep, and repair of the center pivot systems except as provided by the manufacturer/distributor/installer, under any warranty extended under the purchase contract.

6. OPERATION OF LEASE PREMISES. Lessee shall have the right to determine what crops to grow on the leased premises during the term of the lease, and the rotation of crops. Lessee shall rotate crops, farm, cultivate and care for the leased premises in a good husband-like and farm-like manner, including without limitation, keeping the premises reasonably free of all noxious weeds and gophers, and shall not suffer waste to be committed on said premises. Lessee shall farm and harvest all crops grown on the premises during the lease term. Lessee shall not cause or permit any hazardous waste or materials to be brought upon, kept, or used on or about

the premises by the Lessee, its agents, or employees, contractors, or devisees of Lessee and Lessee shall use all chemicals applied to the premises in accordance with such chemical's labeling information.

7. TERMINATION OF LEASE DUE TO TRANSFER. Lessee acknowledges that the premises are, or may be marketed for sale or development by the Lessor. In addition, there are outstanding options for portions of the Premises as set forth in the attached Exhibit B, which is incorporated herein by reference. This lease shall terminate as to the property indicated below, on the occurrence of any or all of the following events:

- a. Upon the sale or transfer of any portion of the Premises, the lease will terminate as to the portion of the Premises sold or transferred, provided such termination shall occur on the following date: If notice is given by August 15, then the lease will terminate as to the portion of the premises that are sold or transferred on October 10 of the year that notice is provided. If notice is given after August 15, then the lease will terminate on October 10 of the following year.
- b. Upon the exercise of the option attached hereto as Exhibit B, the lease will terminate only as to the property described in the attached option, and conveyed by Lessor to the holder of such option.

The rental for the term that begins following the sale or transfer of any property, or the exercise of an option, shall be reduced by the sum of \$333.33 for each acre that is transferred and to which this lease has terminated. Lessor will be responsible for the cost of any alterations required of the pivot irrigation system due to a transfer of any portion of the premises.

M. J. J. 3-6-17
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OK 3-7-17

8. INSPECTION BY LESSOR. Lessee shall permit Lessor or Lessor's agents, representative or employees to enter the Premises at all reasonable times for the purpose of inspecting the premises to determine whether Lessee is complying with the terms of the lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the premises.

9. ALTERATIONS AND LIENS. Lessee shall not make or permit any alterations to the premises or to any improvement thereon or facility appurtenant thereto, without prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon.

10. NUISANCE OR UNLAWFUL USE. Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in paragraphs 52-101, et seq. Idaho Code on the premises; and Lessee shall not use or permit the use of the premises for any unlawful purpose.

11. ACCEPTANCE OF PREMISES BY LESSEE. Lessee accepts the premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition. Lessee agrees with, and represents to Lessor, that the premises have been inspected by Lessee and that Lessee has assured by means independent of Lessor or any agent of Lessor of the truth of all facts material in that Lessee is not relying upon any representation of Lessor or its agents, in determining to accept the premises.

12. HOLD HARMLESS. Lessee shall indemnify and hold Lessor harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee's occupation and use of

MT. & D. 3-6-17
CWL 3-7-17
DN 3-7-17

the premises, specifically including without limitation any claim, liability, loss or damage arising:

- a. By reason of the injury to person or property, from whatever cause while in or on the premises or in any way connected with the premises or with the improvements or personal property of Lessee, his agents, officers, employees, family or invitees;
- b. By reason of any work performed on the premises or materials furnished to the premises, by, at the instance of, or at the request of Lessee, his agents, or employees;
- c. By reason of Lessee's failure to perform any provision of this lease or to comply with the requirement imposed on him or on the premises by any duly authorized governmental agency or political subdivision;
- d. Because of Lessee's failure or inability to pay as they become due, any obligations incurred by him on the premises.

13. **SUBLEASING AND ASSIGNING.** Lessee shall not encumber, assign or otherwise transfer this lease, any right or interest in the lease, or any right or interest in the premises or any of the improvements that may now or hereafter be constructed or installed on the premises, without the prior written consent of Lessor. Lessee shall not sublet the premises or any part thereof or allow other persons, other than Lessee's agents, family and/or employees to occupy or use the premises, or any part thereof, without the prior written consent of Lessor. Consent by Lessor to an assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of

M. L. J. 3-6-17
C.R. 3-7-17
D.V. 3-7-17

Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void, and shall, at the option of Lessor, terminate this lease.

14. TIME OF ESSENCE: It is further agreed between the parties hereto that time is of the essence of this agreement and that all payments to be made by Lessee and all obligations of Lessee hereunder shall be timely performed.

15. EVENTS OF DEFAULT:

The following shall be deemed events of default:

- a. The Lessee fails to pay rent due after three (3) days' written notice.
- b. The Lessee or someone in Lessee's control intentionally inflicts any substantial damage to the premises.
- c. The Lessee fails to perform or observe any covenant, term or condition of this Lease to be observed or performed by Lessee and if curable, the failure continues for thirty (30) days after notice thereof is given to Lessee.
- d. The Lessee abandons the leased premises.
- e. The Lessee fails to farm the premises in a good husband like and farmer like manner.

16. LESSOR'S REMEDIES: Upon the occurrence of any event of default, Lessor may, at its option, in addition to any other remedy or right it has hereunder or by law:

1. Re-enter the leased premises and resume possession by an action in law or equity or otherwise without terminating this lease.
2. Terminate this lease at any time upon the date specified in a notice to Lessee. Lessee's liability for damages shall survive such termination.

AMENDED LEASE AGREEMENT-7

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3. Take any other action allowed at law or in equity.

4. Recover all damages for Lessee's breach.

17. ATTORNEY FEES: Should Lessor employ an attorney to bring any proceedings, prepare notices or take any other action in enforcement of this agreement, Lessee shall be obligated to pay reasonable attorney fees and any costs for the action taken. Failure to satisfy such obligation within thirty (30) days of the receipt of written notice of such obligation shall be a substantial and material breach of this Lease.

18. TERMINATION: At the termination of this Lease or at any time that Lessor may be entitled to the possession of said premises, Lessee covenants and agrees to surrender possession of said premises peacefully and quietly in as good condition as the premises are now in, reasonable wear and tear excepted.

19. INFORMATION TO BE PROVIDED BY LESSEE: Lessee shall provide to Lessor, upon reasonable request, the crop history and rotation, all fertilizers and other chemicals applied, and production information, for each field.

20. NOTICES Any notices or other communications pursuant to this agreement shall be deemed to have been given when delivered personally, or when deposited in the United States mail, registered or certified, with proper postage and registration or certification fees prepaid, or when delivered to Federal Express or similar overnight carrier, addressed to the following:

IF TO LESSOR:

Heot Naimy Farms, Inc.
c/o Michal L. Dixon, President
8542 W. Floating Feather Road
Eagle, ID 83616

AMENDED LEASE AGREEMENT- 8

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3-7-17

IF TO LESSEE:

Radd Farbo
7002 Avignon Rd.
Eagle, ID 83616

Or to such other address as may be designated by a party from time to time by written notice given to the other party in the aforesaid manner.

This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

As Used in this Lease, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set opposite their respective signatures.

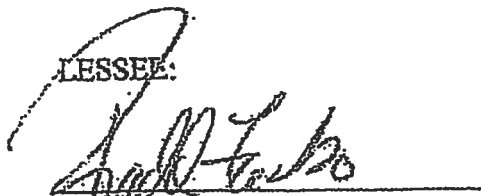
LESSOR:

HOOT NANNY FARMS, INC.

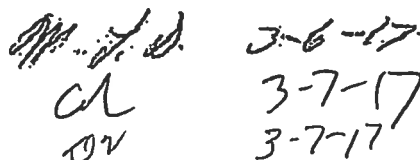

Michael L. Dixon, President

Dated: 10-25-16

LESSEE:


Radd Farbo

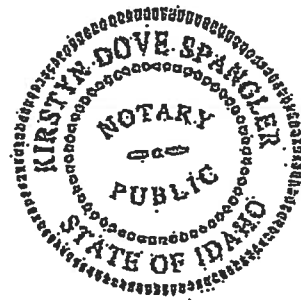
Dated: 10-25-16


M.L.D. 3-6-17
CL 3-7-17
OV 3-7-17

STATE OF IDAHO)
) ss:
County of Canyon)

On this 25 day of October in the year of 2016, before me a Notary Public personally appeared Michal L. Dixon, known or identified to me to be the president of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)



[Signature]
Notary Public for Idaho
My Commission Expires: 7-31-19

STATE OF IDAHO)
) ss.
County of Canyon)

On this ____ day of _____, in the year of 2016, before me a Notary Public personally appeared Radd Farbo known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

AMENDED LEASE AGREEMENT- 10

M.L.D. 3-6-17
or 3-7-17
or 3-7-17

The NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 in Section 4, Township 36 North, Range 1 West of the Boise Meridian, Blaine County, Idaho.

The Sign of the Nails and Seal No. of Section 3. ~~entire Sign~~

of the NE¼ and Lot 1 of Section 4, T.1N, R.14E,

Ada County, Idaho. Together with all water and water

rights, ditch and ditch rights thereunto belonging or in
anywise appertaining.

Meridian in Ada County, Idaho. Also the West 1/4 of Section 4, Township North, Range 1, West of the Boise Meridian in Ada County, Idaho, EXCEPTING the East 1/2 of the NE 1/4 of the SW 1/4 of the NE 1/4 of the STATE OF IDAHO as a Highway.

2013年12月

1952

36-17

3-7-17

**After Recording
Return to:**

Roman Catholic Diocese of Boise
1501 S. Federal Way, Suite 400
Boise, Idaho 83705

FOR RECORDING INFORMATION

1728 7204 J6/S

WATER USE AND EASEMENT AGREEMENT

This Water Use and Easement Agreement ("Agreement") is made this 16th day of October, 2017, by and between the Roman Catholic Diocese of Boise, an Idaho religious corporation ("Boise Diocese"), and Hoot Nanney Farms, Inc., an Idaho corporation ("HNF"). Boise Diocese and HNF, and each of their successors and assigns, are sometimes individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

A. Boise Diocese is the owner of certain parcels of real property located in Ada County, Idaho, described in Exhibit A, which exhibit is attached hereto and incorporated herein ("Boise Diocese Property");

B. HNF is the owner of certain parcels of real property located in Ada County, Idaho, described in Exhibit B, which exhibit is attached hereto and incorporated herein ("HNF Property");

C. Arctic Wild ("Arctic") is the owner of certain parcels of real property located in Ada County, Idaho, described in Exhibit C, which exhibit is attached hereto and incorporated herein ("Arctic Property");

D. D&N Investments LLC ("D&N") is the owner of certain parcels of real property located in Ada County, Idaho, described in Exhibit D, which exhibit is attached hereto and incorporated herein ("D&N Property");

E. The Boise Diocese acquired the Boise Diocese Property from HNF on or about the date set forth above;

F. The HNF Property, Arctic Property, D&N Property and the Boise Diocese Property share common water rights, including Idaho water rights 63-33721, 63-32010, 63-31988 and 63-2958 (collectively "Water Rights"); well, pond and pumps for delivery of the water are located on property owned by HNF and under contract to Arctic Wild; and

G. This Agreement is being entered into by the Boise Diocese and HNF to allocate the Water Rights and to define the rights and obligations of the Boise Diocese and HNF and their successors to the Water Rights and the delivery system for the Water Rights.

H. It is anticipated that Arctic and/or D&N Investments LLC may seek to join in this Water User's Agreement since they own property which shares in the current Water Delivery System;

NOW, THEREFORE, for and in consideration of the recitals above, which are incorporated below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Allocation of Water Rights.

- a. The Boise Diocese Property shall be allocated the following (collectively "Boise Diocese Property Water Rights"):
 - i. 55/240 of the water available under Idaho water right 63-33721;
 - ii. 55/240 of the water available under Idaho water right 63-32010;
 - iii. 55/240 of the water available under Idaho water right 63-31988; and
 - iv. 55/240 of the water available under Idaho water right 63-2958.
- b. **Allocation of Water Rights to HNF Property.** The HNF Property shall be allocated the following (collectively "HNF Property Water Rights"):
 - i. 135/240 of the water available under Idaho water right 63-33721;
 - ii. 135/240 of the water available under Idaho water right 63-32010;
 - iii. 135/240 of the water available under Idaho water right 63-31988; and
 - iv. 135/240 of the water available under Idaho water right 63-2958.
- c. The Parties acknowledge that 40/240 of the water available under Idaho water rights 63-33721, 63-32010, 63-31988 and 63-2958 are appurtenant to the real property currently owned by Arctic described on Exhibit C attached hereto.
- d. The Parties acknowledge that the remaining 10/240 of the water available under Idaho water rights 63-33721, 63-32010, 63-31988 and 63-2958 are appurtenant to the real property currently owned by D & N Investments LLC described on Exhibit D attached hereto.
- e. In the event of any change in ownership of the Boise Diocese Property or HNF Property, the allocation of Water Rights shall change commensurate with the change of ownership of the subject real property.

2. **Easements.** The Parties acknowledge and agree that the points of diversion for the Water Rights and the groundwater wells and pumps and pipeline required to deliver irrigation water pursuant to the Water Rights ("Source Equipment") is located on the HNF Property and the delivery system for the water, including above ground pipe, below ground pipe and holding ponds, between the points of diversion for each of the HNF Property and Boise Diocese Property, is located on the HNF Property and the Boise Diocese property ("Water Delivery System").

- a. **Grant of Easement for the Source Equipment.** HNF hereby grants separately for the benefit of the Boise Diocese Property, and all successors and assigns, a perpetual, non-exclusive easement on, over, across, and under the HNF Property to divert water through the Source Equipment and to access, maintain, repair and replace the Source Equipment, in the current location of the Source Equipment.
- b. **Grant of Easement for the Water Delivery System.** Each of the parties hereto hereby grant separately for the benefit of each other, and all successors and assigns, a perpetual, non-exclusive easement on, over, across, and under the Parties' Properties to divert water through the Water Delivery System and to access, maintain, repair and

replace the Water Delivery System, in the location of the Water Delivery System as now configured or as hereafter configured.

- c. **Relocation of Easement Area.** The owner of the real property subject to an easement granted herein is granted the right to designate the specific location of the easement granted herein from time to time as necessary to minimize the impact of the easement on the subject real property, provided that the relocation of the easement shall not frustrate the purpose of the easement. In the event of relocation of the easement granted herein, the Parties agree to execute an amendment to this Agreement to set forth the specific location of the area of the easement. The Party requesting the relocation of the easement area shall be solely responsible for the cost of the record of survey to document the location of the easement area and the cost of relocating the Source Equipment and Water Delivery System. Notwithstanding anything herein to the contrary, the access point for the Water Delivery System at the boundary of the Boise Diocese Property may not be relocated without the written consent of the owner of the Boise Diocese Property.
- d. **Nonexclusive Easement.** The rights to utilize the easements granted hereby are nonexclusive. The owner of the real property benefited by an easement granted herein, and their successors, assigns, agents, tenants, guests and invitees shall have no right to use such easement for any purpose not described herein.
- e. **Term of Easement.** Each easement granted hereby shall be perpetual and the benefits and burdens thereof shall run with the affected land, provided, however, in the event of the change of place of diversion of a Party's Water Rights which results in the complete abandonment of such Party's use of an easement, such easement shall terminate with respect to such Party. In the event of abandonment, upon request, the owner of the real property benefitted by the easement shall record a document evidencing the termination of the easement.
- f. **Indemnification.** Each owner of the real property benefitted by an easement granted herein agrees to defend, indemnify and hold harmless the owner of the real property burdened by the easement and their agents, employees, successors and assigns, from any and all claims, demands, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees which shall be paid as incurred) of whatever nature lodged or prosecuted by agents, employees, contractors or licensees of each owner of the real property benefitted by the easement, with respect to any injuries, damages, losses or expenses resulting from the exercise of the rights herein granted or from the use of the easement, except to the extent caused by the owner of the real property burdened by the easement, or such owner's assigns, successors, agents, employees, contractors or licensees.
- g. **Not a Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the easement area or the use thereof to the general public, for the benefit of the general public or for any public purpose whatsoever.
- h. **Warranty of Title.** Each owner of the real property burdened by an easement granted herein covenants to each owner of the real property benefitting from the easement granted herein, that, subject to any priority lienholders, each owner of the real property benefitting from the easement granted herein shall enjoy the quiet and peaceful possession of the easement area throughout the term hereof; and each owner

of the real property burdened by the easement granted herein warrants to each owner of the real property benefitting from the easement granted herein that such owner is lawfully seized and possessed of the easement area and has the right and authority to grant the easement.

- i. **New Mainline Construction.** In the event it is necessary for HNF to construct an alternative mainline through part of its property to ensure that the Boise Diocese will receive delivery of water without reliance on the Water Delivery System located on other property owners' property, HNF agrees to do so no later than December 31, 201, at its sole cost and expense.

3. **Maintenance and Operation.**

- a. **Source Equipment and Operating Costs.** Each owner of the Water Rights shall contribute towards (i) all costs incurred for the repair, replacement and maintenance of the Source Equipment, (ii) maintenance of casualty insurance for the Source Equipment and the portion of the Water Delivery System that is jointly used for delivery of water to HNF Property and Boise Diocese Property and (iii) the cost of electricity required to operate the Source Equipment, in the following ratios:

Boise Diocese	55/240	= 22.92%
HNF	185/240	= 77.08%

The sharing ratios shall be changed to reflect transfers of property ownership and/or the addition of other parcels of property to be bound by this Agreement. The effective date of changes to the sharing ratios: in the case of property transfers, shall be the date of transfer; and in the case of the addition of new parcels to be bound by the agreement, shall be the date the new party signs the agreement.

Each Party, directly or by its lessee, shall reimburse the owner of the portion of the HNF Property that includes the Source Equipment for its respective share of costs and expenses pursuant to this Section 3, within fifteen (15) days of delivery of invoice.

Notwithstanding the forgoing, to the extent that a Party elects to place any of its Water Rights in a water bank or otherwise elects not to divert water through the Water Delivery System, the sharing ratio shall be adjusted accordingly during the period of time that water is not diverted through the Water Delivery System.

- b. **Exclusive Use Portion of Water Delivery System.** Each Party shall be solely responsible for the maintenance, repair and replacement of the portion of the Water Delivery System that is solely used for the delivery of water to their real property, except for any damage caused by the acts of another Party this Agreement and its employees and agents.
- c. **Joint Use Portion of Water Delivery.** Each Party shall be responsible on a pro rata basis, determined by reference to its respective acreages of property serviced through the subject portion of the Water Delivery System, for the maintenance, repair and replacement of the portion of the Water Delivery System that is jointly used for delivery of water, except for any damage caused by another Party to this Agreement and its employees and agents.

- d. **Failure to Perform.** In the event of the failure of a Party to properly repair, replace and maintain the Source Equipment or Water Delivery System pursuant to this Section, the non-breaching Party may undertake such action and obtain reimbursement from the responsible Party for all costs incurred, with interest at ten percent (10%) per annum if such amount is not paid within thirty (30) days of delivery of written demand.

4. **Water Rights Applications.**

- a. Each owner of the real property that is subject to this Agreement may apply to the Idaho Department of Water Resources for a water right transfer to modify the place of diversion of their respective Water Rights, which will result in a reduction of the water diverted from the ground water wells located on the HNF Property. Each remaining Party agrees not to protest a water right transfer application that complies with this Agreement.
- b. Upon change of place of diversion of the Water Rights, such Party shall be solely responsible for ensuring that the water diverted by HNF does not exceed the water available under the applicable Water Rights.
- c. This Agreement shall terminate to the extent that a change of place of diversion of Water Rights does not require use of the Source Equipment or Water Delivery System. The Parties agree to execute an amendment to this Agreement to reflect any required changes resulting from a change of place of diversion of the Water Rights.
- d. Neither the current nor future owners of real property subject to this Agreement shall make future water right applications that are counter to the terms of this Agreement.

5. **Term of Agreement.** Except as provided herein, this Agreement shall be perpetual. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit, obligation and use of the successors and assigns of the Parties hereto.

6. **Miscellaneous.**

- a. **Remedies.** In the event of a breach hereunder by either Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Agreement. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial.
- b. **Joinder by Other Parties.** Other parties that have property irrigated by the Source Equipment and Water Delivery System may join this Agreement if all parties hereto agree in writing including the party seeking joinder. To be effective, the joining party must indorse this Agreement before a Notary Public.
- c. **Recordation.** This Agreement shall be recorded in the records of Ada County, Idaho. If new parties join in the Agreement, and/or if the sharing ratios change, this Agreement shall be rerecorded.
- d. **Notices.** Any notice or demand from a Party to another Party shall be personally

delivered by special courier or mailed by First Class U.S. Mail, postage pre-paid, to the address on file with the Ada County Assessor's Office for purposes of property tax assessments for the fee holders of the Boise Diocese Property and the HNF Property, or such other address as a Party shall have last designated by notice in writing to the other Party as provided herein. Notice shall be deemed delivered on the date actually received or two (2) days after mailing, whichever is first.

- e. **Authority.** The persons executing this Agreement on behalf of a Party do hereby certify, by execution hereof, that said persons have been duly authorized to sign this Agreement on behalf of such Party.
- f. **Counterparts.** This Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.
- g. **Headings.** The headings of the several paragraphs contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no warranties, agreements, or representations have been made or shall be binding upon either Party unless herein set forth.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

BOISE DIOCESE:

Roman Catholic Diocese of Boise

By: _____

Charles J. Lawrence, Director of Finance

HNF:

Hoot Nanney Farms, Inc.

By: _____

Michal L. Dixon, President

delivered by special courier or mailed by First Class U.S. Mail, postage pre-paid, to the address on file with the Ada County Assessor's Office for purposes of property tax assessments for the fee holders of the Boise Diocese Property and the HNF Property, or such other address as a Party shall have last designated by notice in writing to the other Party as provided herein. Notice shall be deemed delivered on the date actually received or two (2) days after mailing, whichever is first.

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- f. **Counterparts.** This Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.
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IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

BOISE DIOCESE:

Roman Catholic Diocese of Boise

By: _____

Charles J. Lawrence, Director of Finance

HNF:

Hoot Nanney Farms, Inc.

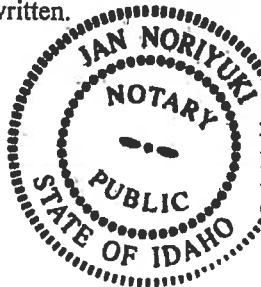
By: _____

Michal L. Dixon, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of October, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Charles J. Lawrence, known or identified to me to be the Director of Finance of Roman Catholic Diocese of Boise, the Idaho religious corporation that executed the foregoing instrument and the person whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

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



Jan Noriyuki
NOTARY PUBLIC for Idaho
Residing at: Boise, ID
Commission Expires: 1-23-2019

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Michal L. Dixon, known or identified to me to be the president of Hoot Nanney Farms, Inc., the Idaho corporation that executed the foregoing instrument and the person whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of October, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Charles J. Lawrence, known or identified to me to be the Director of Finance of Roman Catholic Diocese of Boise, the Idaho religious corporation that executed the foregoing instrument and the person whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Ada Canyon

On this 5 day of October, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Michal L. Dixon, known or identified to me to be the president of Hoot Nanney Farms, Inc., the Idaho corporation that executed the foregoing instrument and the person whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

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



Kirstyn Dove Spangler
NOTARY PUBLIC for Idaho
Residing at: Boise
Commission Expires: 7.31.2019

EXHIBIT A

Legal Description of Boise Diocese Property

See Attached

**BOUNDARY DESCRIPTION
FOR THE
ROMAN CATHOLIC DIOCESE OF BOISE**

PURCHASE PARCEL No. 1

A parcel located in the NE ¼ of the SE ¼ of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at an aluminum cap monument marking the northeasterly corner of said NE ¼ of the SE ¼ from which an aluminum cap monument marking the northwesterly corner of the SE ¼ of said Section 4 bears N 89°12'10" W a distance of 2634.75 feet;

Thence N 89°12'10" W along the northerly boundary of said NE ¼ of the SE ¼ a distance of 526.47 feet to a 5/8 inch diameter iron pin;

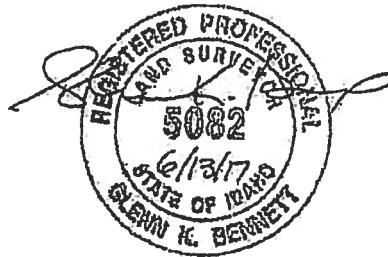
Thence leaving said northerly boundary S 0°45'51" W a distance of 1297.15 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of Floating Feather Road as described in Public Road Petition approved on October 13, 1902 in Road Book 1 at Pages 425 to 426;

Thence S 89°17'05" E along said northerly right-of-way a distance of 526.47 feet to a 5/8 inch diameter iron pin on the easterly boundary of said NE ¼ of the SE ¼;

Thence leaving said northerly right-of-way N 0°45'51" E a distance of 1296.40 feet to the POINT OF BEGINNING.

This parcel contains 15.67 acres and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
June 13, 2017



Seller M. L. O. Buyer GL

**BOUNDARY DESCRIPTION
FOR THE
ROMAN CATHOLIC DIOCESE OF BOISE**

PURCHASE PARCEL No. 2.

A parcel located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at an aluminum cap monument marking the northwesterly corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ from which a 5/8 inch diameter iron pin marking the northeasterly corner of the SW $\frac{1}{4}$ of said Section 3 bears S 89°26'55" E a distance of 2637.28 feet;

Thence S 89°26'55" E along the northerly boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 1318.64 feet to a 5/8 inch diameter iron pin marking the northeasterly corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$;

Thence S 0°46'04" W along the easterly boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 1301.95 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of Floating Feather Road as described in Public Road Petition approved on October 13, 1902 in Road Book 1 at Pages 425 to 426;

Thence N 89°12'25" W along said northerly right-of-way a distance of 1318.55 feet to a 5/8 inch diameter iron pin on the westerly boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$;

Thence leaving said northerly right-of-way N 0°45'51" E a distance of 1296.40 feet to the POINT OF BEGINNING.

This parcel contains 39.33 acres and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
June 13, 2017



Seller M.L.D. Buyer U

EXHIBIT B

Legal Description of HNF Property

See Attached

ANDERSON-DAVID & ASSOCIATES, INC.

EXHIBIT B

Legal Description
For
Remainder Parcel

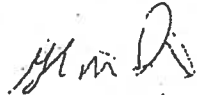
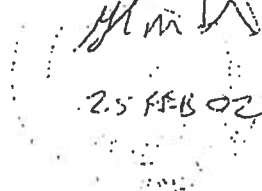
A parcel of land being a portion of Government Lot 1 and the Southeast Quarter of the Northeast Quarter of Section 4, Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 1; North 89°43'56" East a distance of 744.04 feet along the northerly line of said Government Lot 1 to the **TRUE POINT OF BEGINNING**; thence continuing along the northerly line of said Government Lot 1 North 89°43'56" East a distance of 561.79 feet to the Northeast corner of said Government Lot 1; thence along the Easterly line of said Government Lot 1 and the Southeast Quarter of the Northeast Quarter of said Section 4, South 00°13'24" West a distance of 2729.76 feet to the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4; thence along the Southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4, North 89°44'29" West a distance of 1273.65 feet to a point on the easterly right-of-way of State Highway No. 16; thence along said easterly right-of-way line the following courses and distances: thence North 00°22'59" East a distance of 639.90 feet; thence North 23°34'54" East a distance of 76.16 feet; thence North 00°22'59" East a distance of 618.36 feet; thence North 00°23'40" East a distance of 714.30 feet; thence leaving said Easterly right-of-way line, North 89°43'56" East a distance of 674.04 feet; thence North 00°23'40" East a distance of **676.00** feet to **POINT OF BEGINNING**.

Said parcel contains 2,941,870 square feet or 67.54 acres, more or less.

Subject to any easements or rights-of-way of record or in use.

End of Description


25 FEB 02


Land Surveying Services

1401 Shoreline Drive, Boise, Idaho 83702 • 208.363.0058 fax 208.363.0800

Legal Description
Beacon Light Property – Parcel B

A portion of Government Lot 4 of Section 3, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap Monument marking the northwest corner of the NW ¼ of said Section 3, from which a Brass Cap Monument marking the northeast corner of said NW ¼ bears S 89°03'18" E a distance of 2638.24 feet;

Thence S 0°45'23" W along the westerly boundary of said Government Lot 4 a distance of 25.00 feet to a 5/8 inch diameter rebar on the southerly right-of-way of W. Beacon Light Rd. and the **POINT OF BEGINNING**;

Thence S 89°03'18" E along said southerly right-of-way a distance of 509.23 feet to a ½ inch diameter rebar;

Thence leaving said southerly right-of-way S 0°56'42" W a distance of 183.71 feet to a ½ inch diameter rebar;

Thence S 89°03'18" E a distance of 208.71 feet to a ½ inch diameter rebar;

Thence N 0°56'42" E a distance of 183.71 feet to a ½ inch diameter rebar on said southerly right-of-way;

Thence S 89°03'18" E along said southerly right-of-way a distance of 601.18 feet to a ½ inch diameter rebar on the easterly boundary of said Government Lot 4;

Thence S 0°45'58" W along said easterly boundary a distance of 1368.67 feet to the southeast corner of said Government Lot 4;

Thence N 89°15'22" W along the southerly boundary of said Government Lot 4 a distance of 1318.87 feet to the southwest corner of said Government Lot 4;

Thence N 0°45'23" E along the westerly boundary of said Government Lot 4 a distance of 1373.30 feet to the **POINT OF BEGINNING**.

This parcel contains 40.63 acres and is subject to any easements existing or in use.

Together with all improvements thereon and all rights and appurtenances pertaining thereto, including, without limitation, (a) any right, title, and interest of Seller in and to adjacent streets, or rights-of-way; (b) all fixtures and articles of personal property attached to the Real Property; (c) all water shares, water rights and irrigation equipment owned by Seller and used on the Real Property; and (d) all right, title and interest in and to mineral reserves and aggregate reserves on and under the Real Property.

**BOUNDARY DESCRIPTION
FOR THE
ROMAN CATHOLIC DIOCESE OF BOISE**

REMAINDER PARCEL

A parcel located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northeasterly corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ from which an aluminum cap monument marking the northwesterly corner of the SE $\frac{1}{4}$ of said Section 4 bears N 89°12'10" W a distance of 2634.75 feet;

Thence N 89°12'10" W along the northerly boundary of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 526.47 feet to a 5/8 inch diameter iron pin and the POINT OF BEGINNING;

Thence continuing N 89°12'10" W a distance of 757.90 feet to a 5/8 inch diameter iron pin on the easterly right-of-way of State Highway 16 as described in Instrument No. 137343 on file in the office of the Recorder, Ada County, Idaho;

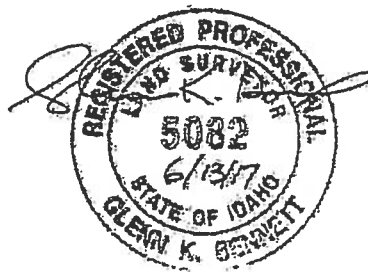
Thence leaving said northerly boundary S 0°45'48" W along said easterly right-of-way a distance of 1298.24 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of Floating Feather Road as described in Public Road Petition approved on October 13, 1902 in Road Book 1 at Pages 425 to 426;

Thence S 89°17'05" E along said northerly right-of-way a distance of 757.88 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly right-of-way N 0°45'51" E a distance of 1297.15 feet to the POINT OF BEGINNING.

This parcel contains 22.58 acres and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
June 13, 2017



Seller M. L. L.

Buyer E

EXHIBIT C

Legal Description of Arctic Wild Property

See Attached

Legal Description
Beacon Light Property – Parcel A

The SW ¼ of the NW ¼ of Section 3, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap Monument marking the northwest corner of the NW ¼ of said Section 3, from which a Brass Cap Monument marking the northeast corner of said NW ¼ bears S 89°03'18" E a distance of 2638.24 feet;

Thence S 0°45'23" W along the westerly boundary of said NW ¼ a distance of 1398.30 feet to the northwest corner of said SW ¼ of the NW ¼ and the **POINT OF BEGINNING**;

Thence leaving said westerly boundary S 89°15'22" E along the northerly boundary of said SW ¼ of the NW ¼ a distance of 1318.87 feet to a point marking the northeast corner of said SW ¼ of the NW ¼;

Thence S 0°45'58" W along the easterly boundary of said SW ¼ of the NW ¼ a distance of 1327.31 feet to a 5/8 inch diameter rebar marking the southeast corner of said SW ¼ of the NW ¼;

Thence N 89°26'52" W along the southerly boundary of said SW ¼ of the NW ¼ a distance of 1318.65 feet to an Aluminum Cap Monument marking the southwest corner of said SW ¼ of the NW ¼;

Thence N 0°45'23" E along the westerly boundary of said SW ¼ of the NW ¼ a distance of 1331.72 feet to the **POINT OF BEGINNING**.

This parcel contains 40.25 acres and is subject to any easements existing or in use.

Together with all improvements thereon and all rights and appurtenances pertaining thereto, including, without limitation, (a) any right, title, and interest of Seller in and to adjacent streets, or rights-of-way; (b) all fixtures and articles of personal property attached to the Real Property; (c) all water shares, water rights and irrigation equipment owned by Seller and used on the Real Property; and (d) all right, title and interest in and to mineral reserves and aggregate reserves on and under the Real Property.

EXHIBIT D

Legal Description of D&N Investments LLC Property

the grantee, the following-described premises, in Ada County, Idaho, to wit:

A parcel of land being portion of Government Lot 1 located in the Northeast quarter of Section 4, Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 1; thence
North 89°43'56" East a distance of 143.00 feet along the Northerly line of said Government Lot 1 to the True Point of
Beginning; thence continuing along the Northerly line of said Government Lot 1
North 89°43'56" East a distance of 601.04 feet; thence leaving said Northerly line
South 00°23'40" West and parallel with the Westerly line of said Government Lot 1 a distance of 676 feet; thence
South 89°43'56" West a distance of 674.04 feet and parallel with the Northerly line of said Government Lot 1 to a
point on the Easterly right-of-way of State Highway No. 16; thence along said Easterly line the following courses and
distances:
North 00°23'40" East a distance of 66.83 feet; thence
North 16°13'31" West a distance of 104.89 feet; thence
North 00°23'40" East a distance of 382.31 feet; thence
North 48°33'44" East a distance of 138.24 feet; thence
North 00°23'40" East a distance of 35.00 feet to a Point of Beginning.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

November 28, 2017

ROMAN CATHOLIC DIOCESE OF BOISE
1501 FEDERAL WAY STE 400
BOISE ID 83705

Re: Change in Water Right Ownership: 63-2958 (Split into 63-2958 and **63-34477**), 63-31988 (Split into 63-31988 and **63-34478**), 63-32010 (Split into 63-32010 and **63-34479**), 63-33721 (Split into 63-33721 and **63-34480**)

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records based on the information received to reflect the change in ownership and has enclosed a computer-generated report for your records.

Your portion of these water rights has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form or you can find the forms at www.idwr.idaho.gov. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change.

Please feel free to contact me at 208-287-4942 if you have any questions concerning the enclosed information or this letter.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure

c: Water District No. 63
Thornton Byron LLP



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

November 28, 2017

HOOT NANNEY FARMS INC
C/O MICHAEL DIXON
8542 FLOATING FEATHER RD
STAR ID 83669-5255

Re: Change in Water Right Ownership: 63-2958 (Split into **63-2958** and 63-34477), **63-31988** (Split into 63-31988 and 63-34478), 63-32010 (Split into **63-32010** and 63-34479), 63-33721 (Split into **63-33721** and 63-34480)

Dear Water Right Holder(s):

We have received and processed a Change of Ownership for a portion of your original Water Right as referenced above. This change of ownership resulted in a split of your original water right.

When a portion of the original water right has been conveyed to another and the original right has been split, a new water right number is issued to the new owner representing their portion of the original water right. Each water right contains only the portion of the original right for each separate owner. The original water right number reflects your remaining portion of the water right, after the change of ownership. Enclosed is a copy of this water right for your records. Please refer to your water right number when corresponding with our office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

If you have any questions concerning this ownership change, or the enclosed information, please contact me at 208-287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure

c: Water District No. 63

LAW OFFICE

THORNTON • BYRON LLP

TAX • ESTATE PLANNING • BUSINESS • WEALTH PRESERVATION

RIVERFRONT PLAZA
3101 W. MAIN, SUITE 200
BOISE, IDAHO 83702-2099

P.O. BOX 7156
BOISE, IDAHO 83707-1156

TELEPHONE: 208-344-8600
FACSIMILE: 208-344-8720

WWW.THORNTONBYRON.COM

D. JOHN THORNTON, P.A.
GREGORY A. BYRON, LL.M., P.A.
KEVIN C. BELEW, LL.M., P.A.
JUSTIN C. JONES, LL.M., P.C.

JOSHUA G. HILLYARD, LL.M.
CORY B. FIELDING, LL.M.

OF COUNSEL
JENYA SHANAYEVA, LL.M., P.C.

PRACTICE LIMITED TO:
IDAHO, CALIFORNIA, NEVADA,
OREGON, UTAH, WASHINGTON

October 16, 2017

IDWR Western Region
2735 Airport Way
Boise, Idaho 83705-5082

RECEIVED
OCT 18 2017
WATER RESOURCES
WESTERN REGION

Re: Notice of Change in Water Right Ownership

Dear IDWR:

Enclosed please find a check in the amount of \$400.00 for the filing fee, along with the following documents:

- 1) Original Notice of Change in Water Right Ownership form;
- 2) Copy of recorded Warranty Deed;
- 3) Copy of RE-25 Real Estate Purchase and Sale Agreement; and
- 4) Copy of Water Use and Easement Agreement.

Please let me know if you have any questions.

Very truly yours,



Katie Murphy
Paralegal

KM
Enclosures