

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 26 2017

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
25-10115 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: _____

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Key Property Rentals Idaho Falls LLC
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
4810 Sage Wood Cir. Idaho Falls ID 83406
 Mailing address City State ZIP
208-529-2337 skapenerb@gmail.com
 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: Nov. 26, 2012

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 ○ \$25 per *undivided* water right.
 ○ \$100 per *split* water right.
 ○ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Sally Capner Owner 10/26/17
 Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by AS Date 10-26-2017 Receipt No. E043509 Receipt Amt. \$25.
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by JB Processed by JB Date 11/1/2017



Certified true copy
TitleOne Corp.
by [Signature]

Order Number: 12213602

Warranty Deed

For value received,

[Signature]
George Raymond Prigge, an individual

the grantor, does hereby grant, bargain, sell, and convey unto

Key Property Rentals Idaho Falls Yellowstone LLC, an Idaho Limited Liability Company

whose current address is 2200 N Yellowstone Hwy, Idaho Falls, ID 83401

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

Beginning at the intersection of U.S. Highway No. 191 and the East bank of the Idaho Canal, said point being more particularly described as being N0°11'15"E 1332.76 feet and S89°13'26"E 1454.42 feet and N18°47'05"W 137.10 feet from the South Quarter Corner of Section 8, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; and running thence N52°02'55"E 241.80 feet to a point of curve having a radius of 11,399.20 feet and a chord that bears N52°49'24"E 308.20 feet; thence to the right along said curve 308.21 feet through a central angle of 1°32'57"; thence S45°43'35"E 191.81 feet; thence S0°16'17"W 125.00 feet; thence S89°13'26"E 650.00 feet to the East line of said Section 8; thence S0°16'17"W 213.00 feet along said East line to the South line of the Northeast Quarter of the Southeast Quarter of said Section 8; thence N89°13'26"W 1177.88 feet along said South line; thence N18°47'05"W 137.10 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

That certain property convey to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded at page 77 In Book 7 of Deed Records, records of Bonneville County, Idaho.

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: November 26, 2012

[Signature] [Signature]
George Raymond Prigge Candace Prigge

State of Idaho, County of Bonneville ss.

On this 28th day of in the year of before me, the undersigned, a Notary Public in and for said State, personally appeared George Raymond Prigge, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

[Signature]
Notary Public
My Commission Expires: 06/29/18
(seal)



Certified true copy
TitleOne Corp.
by [Signature]

Order No: 12213602

OWNER'S AFFIDAVIT

The undersigned hereby certifies/certify to **TitleOne Corporation** ("Title Company"), as follows:

1. **George Raymond Prigge**, (herein referred to as "Owner") owns fee simple title to that certain real property (the "Property"), located in **Bonneville County, Idaho** and identified as the land to be insured under Commitment no. **12213602** (the "Commitment"), issued by the Title Company.
2. Owner is a/an **Individual** duly organized and validly existing under the laws of and is in good standing to business in the state where the Property is located. Owner has taken all necessary action, and has full power and authority to execute and deliver this Certificate and all of the instruments that are to be recorded and insured in connection with the transaction contemplated under the Commitment.
3. Except as disclosed by the Commitment, there are no leases, tenancies, or any claims or interests based on possession of the Property, except: *only current tenants*
If none, check here ☐
4. Except as disclosed by the Commitment, there are no rights of first refusal binding the property or options to purchase the Property, or any part thereof or interest therein, except:
If none, check here ☒
5. Except as disclosed by the Commitment, there are no deeds, mortgages (or other security interests), easements, contracts, covenants, or servitudes affecting the Property or any part thereof or interest therein, except: *as on deed*
If none, check here ☒
6. No labor or materials have been furnished to the Property for improvements authorized or contracted for by or on behalf of Owner within the last 120 days, nor have any contracts been entered into for such improvements AND there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed, except:
If none, check here ☒
7. Subsequent to the effective date of the above referenced commitment for title insurance there have been no judgments or federal tax liens recorded in **Bonneville County, Idaho** or any liens in favor of the State of Idaho filed in the Office of the **Idaho** Secretary of State against the undersigned and no petition in bankruptcy has been filed except;

If none, check here ☒

8. Except as disclosed by the Commitment: (i) there are no taxes or assessments which are not now payable but which could become a lien on the Property; (ii) there are no proceedings currently pending by a public agency which may result in the imposition of such taxes or assessments; and (iii) the Owner has not received notice of the commencement of any such proceedings.
9. To the undersigned's best knowledge, and except as disclosed by the Commitment, each property is owned and operated in compliance with all applicable zoning codes and ordinances.
10. There are no defects, liens, encumbrance, encroachment, boundary dispute, adverse rights, claims, interests, or other matters created, suffered or permitted by Owner which affect the Property and could become a lien or attach to the Property after the effective date of the Commitment, but prior to the date the proposed insured will acquire, for value, the estate or interest to be insured under the Commitment.
11. All service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities which are due or which accrue before the day of closing will be paid by Seller directly either at the closing or upon subsequent notification by the Purchaser.

The undersigned executes and delivers this Certification for the purpose of inducing the Title Company to issue a title insurance policy on the day of closing in conformance with the Commitment. The undersigned agree to indemnify, defend and hold the Title Company harmless from and against any loss or liability it may suffer or incur under any title insurance policies issued in reliance upon this Certificate and which loss or liability results from the inaccuracy of any of the representations made herein.

Dated: 11-27-12

George Raymond Prigge
George Raymond Prigge

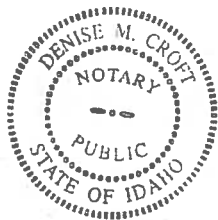
Certified true copy
TitleOne Corp.
by [Signature]

ACKNOWLEDGMENT:

State of Idaho, County of Bonneville ss.

On this 27th day of November in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared George Raymond Prigge, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

[Signature]
Notary Public
My Commission Expires: 06/29/18
(seal)



Affidavit

The undersigned does hereby declare under penalty of perjury that with respect the following described property:

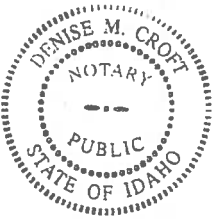
Which was insured by [] on [November 9, 2007] by Policy No[. 27307-74824374] that the insured is not aware of any potential claim or fact or circumstances that may give rise to a claim on the afore mentioned policy of title insurance.

George Raymond Prigge
George Raymond Prigge

State of Idaho, County of Bonner

On this 27th day of November in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared George Raymond Prigge, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Denise M. Croft
Notary Public
My Commission Expires:
(seal)





RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2012 EDITION
Page 1 of 5



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.

1 ID# 76321019 DATE 09/21/2012

2

3 LISTING AGENCY Keller Williams Office Phone # 208-529-8888 Fax # 208-529-8893

4 Listing Agent Kevin Murray E-Mail kmurray@ida.net Phone # 208-529-8888

5 SELLING AGENCY Century 21 High Desert Office Phone # 208-535-0350 Fax # 208-535-0380

6 Selling Agent Evan Tibbitts E-Mail etibbts@fretel.com Phone # 208-709-0608

7

8 1. BUYER: Pottersville LLP KPR IF Yellowstone LLC

9 (Hereinafter called "BUYER") agrees to purchase, and SELLER: Prigge

10 (Hereinafter called "SELLER") agrees to sell the following described real estate hereinafter referred to as "PROPERTY"

11 COMMONLY KNOWN AS 2200 North Yellowstone

12 City Idaho Falls County Bonneville Idaho, Zip 83401 legally described as:

13 7.39 A S HWY NE 1/4 SEC 8 T 2N R 38E SHADY REST CAMPGROUND

14 OR Legal Description Attached as addendum # (Addendum must accompany original offer.)

15

16 2. \$ 1,000,000.00 PURCHASE PRICE: One Million and Zero/100 DOLLARS,

17 which shall be payable by federal wire transfer or other collected funds at Closing, unless otherwise specified in an addendum hereto. Title of SELLER is to

18 be conveyed by ☐ warranty deed ☒ special warranty deed or ☐ deed (not including closing costs).

19

20 3. FINANCING CONTINGENCY: This ☒ IS ☐ IS NOT an all cash offer. If this is an all cash offer, BUYER'S OBLIGATION TO CLOSE SHALL NOT

21 BE SUBJECT TO ANY FINANCING CONTINGENCY. If this is not an all cash offer and an appraisal is required by lender, the PROPERTY must

22 appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with

23 different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not

24 increase the costs or requirements of the SELLER. This Agreement is only subject to a satisfactory appraisal and final lender underwriting after the release

25 of all contingencies, inspections, due diligence and feasibility studies have been completed to the satisfaction of BUYER.

26

27 4. EARNEST MONEY: BUYER hereby deposits \$ 10,000.00 as Earnest Money, together with interest

28 thereon, if any, evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____

29 ☐ other: D/A and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account

30 ☒ upon receipt, or ☒ upon acceptance by BUYER and SELLER or ☐ other: Upon Acceptance

31 _____ and shall be held by: ☐ Listing Broker ☒ Selling Broker

32 ☐ other: D/A for the benefit of the parties hereto. Unless

33 otherwise agreed to in writing, the Earnest Money shall be applicable to the purchase price.

34 THE RESPONSIBLE BROKER SHALL BE: Doug Page

35

36 5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations, addenda and/or

37 contingencies which must be satisfied prior to closing: 1. This is all cash offer.

38 2. Offer contingent upon financing.

39 3. Seller disclosure to be all financial records pertaining to operation of Shady Rest RV Park, including Schedule F, P & I

40 statements and any other documents pertaining to operation of said business. Also any necessary repairs need to prove

41 habitability of dwellings.

42 4. Any necessary repairs to be done prior to closing.

43 5. Title company to be TitleOne in Idaho Falls, ID

44 6. Closing contingent upon Buyers inspection and satisfaction of property being in good repair and operational.

45

46

47 6. DEADLINES: The following deadlines shall be binding on the parties and referred by name in this Agreement. TIME IS OF THE ESSENCE IN THIS

48 AGREEMENT.

49 (A) "SELLER DISCLOSURE DEADLINE": 10/05/12 (DATE)

50 (B) "DUE DILLIGENCE DEADLINE": 10/26/12 (DATE)

51 (C) "SETTLEMENT AND CLOSING DEADLINE": 11/30/12 (DATE)

52

53 7. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 9/28/12 at (Local

54 Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M. If acceptance of this offer is received after the time specified, it shall not be binding

55 on the BUYER unless BUYER approves of said acceptance within 5 calendar days (three [3] if left blank) by BUYER initialing HERE _____, if

56 BUYER timely approves of SELLER's late acceptance, an initialed copy of this Agreement shall be immediately delivered to SELLER."

57

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

59

60 9. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE

61 PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. Unless specifically excluded below, the fixtures and fittings included in

62 the purchase price shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and

63 easements appurtenant to the PROPERTY.

64 ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Owners office equipment, tools and office furniture

65 _____

66 _____

67 _____

68

69 BUYER'S Initials X SA Date _____ SELLER'S Initials X Date _____

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PROPERTY ADDRESS: 2200 North Yellowstone Idaho Falls ID#: 76321019**10. SETTLEMENT AND CLOSING:**

(A). **SETTLEMENT:** Settlement and Closing shall take place on the Settlement and Closing Deadline, unless the parties to this Agreement agree upon another date in writing. Settlement and Closing shall be deemed to have occurred only when all of the following have been fully completed: (a) BUYER and SELLER have signed and delivered to the Escrow Agent all documents required by this Agreement, by any lender, or by applicable law; (b) any monies required to be paid by the BUYER under this Agreement (including any proceeds of any new loan) have been delivered by BUYER, or BUYER's lender, to the Escrow Agent; (c) any monies required to be paid by the SELLER under this Agreement have been delivered by SELLER to the Escrow Agent; and (d) the applicable closing documents have been recorded in the official records of the County Recorder of the county in which the PROPERTY is located. At Closing, SELLER and BUYER shall execute an Assignment and Assumption Agreement transferring all leases and vendor contracts assumed by BUYER through written agreement of the Parties.

(B). **SETTLEMENT AND CLOSING COSTS:** SELLER and BUYER shall each pay one half of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, rents, and interest on any assumed obligations shall be prorated at Settlement as set forth in this section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by SELLER to BUYER at Settlement. Prorations set forth in this section shall be made by the Escrow Agent as of the Settlement Date unless otherwise agreed to by the parties in writing.

11. 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:** No later than the Seller Disclosure Deadline, SELLER shall furnish to BUYER, at SELLER's sole cost and expense, a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY, together with a copy of each instrument, agreement or document listed as an exception to title in the title commitment that is reasonably available to SELLER. BUYER shall have fifteen (15) business days from 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, or cannot be made so within ten (10) business days after notice containing a written statement of defect is delivered to SELLER, then BUYER, at BUYER's option, may either (a) terminate this agreement by written notice to the SELLER, in which BUYER'S Earnest Money deposit will be returned to BUYER and neither party shall have any further rights, obligations or liabilities except as expressly set forth in this Agreement; or (c) continue with this Agreement and, if closing occurs, accept title subject to the uncured title defects other than monetary liens. SELLER covenants and agrees that all monetary liens shall be removed by SELLER at closing or insured against by the title insurer, whether or not BUYER has designated such monetary liens as title defects.

(B). **STANDARD COVERAGE OWNER'S POLICY:** At Settlement, SELLER shall, at SELLER's sole expense, 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 to be discharged or assumed by BUYER as provided herein. BUYER, at its sole option, cost and expense, may elect to obtain an Extended Coverage ALTA policy of title insurance or additional specific endorsements.

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

13. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S due diligence and inspection of the PROPERTY as set forth in Section 15, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 10 business days to review and approve of any such 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.

14. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, SELLER shall disclose, and provide copies if available, to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
- (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
- (c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
- (d) all other documents described in any Addenda or Counteroffer to this Agreement.

15. FEASIBILITY CONTINGENCY:

(A). BUYER'S obligations under this Agreement are conditioned upon BUYER's satisfaction, in BUYER's sole discretion, concerning all aspects of the feasibility of the PROPERTY for BUYER's intended purpose. This shall include, but is not limited to, the contracts and leases affecting the PROPERTY, the potential financial performance of the PROPERTY, the availability of government permits and approvals, and the outcome of any appraisals and lender underwriting. This contingency shall be deemed waived unless BUYER gives written notice to SELLER on or before the Due Diligence Deadline that the PROPERTY is unfit for BUYER's intended purpose. If such notice is given, the Earnest Money shall be refunded to BUYER.

(B). **INSPECTION OF VENDOR CONTRACTS:** In addition to the documents to be disclosed under the Seller Disclosures, SELLER shall make available for inspection by BUYER and its agents by the Seller Disclosure Deadline all "Vendor Contracts" which shall include maintenance and service

BUYER'S initials () Date SELLER'S initials () Date

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PROPERTY ADDRESS: 2200 North Yellowstone Idaho Falls ID#: 76321019

contracts, and installment purchase contracts or leases and personal property or fixtures used in connection with the PROPERTY. BUYER shall determine by the Due Diligence Deadline: (i) whether SELLER will agree to terminate any objectionable Vendor Contracts; and (ii) whether SELLER will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. BUYER's voluntary waiver of the Feasibility contingency shall signify BUYER's acceptance of all Vendor Contracts that SELLER has not agreed in writing to terminate. BUYER shall be solely responsible for obtaining any required consents to assumptions of Vendor Contracts and the payment of any assumption fees. SELLER shall cooperate with BUYER's efforts to receive any such consents but shall not be required to incur any additional expenses or liabilities in doing so.

16. INSPECTION/DUE DILIGENCE:

(A). In conducting BUYER's due diligence prior to the Due Diligence Deadline, or at any time thereafter if and to the extent required by the lender, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense unless otherwise agreed upon in writing by the parties. BUYER must provide reasonable advance notice of BUYER's intent to inspect or test the PROPERTY, and all inspections, investigations, tests, surveys and other studies must be conducted at reasonable times. SELLER shall have the right to accompany BUYER and any of its agents on the PROPERTY at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of SELLER and its tenants. BUYER shall indemnify, hold harmless and defend SELLER, its tenants and employees for any claims for liens, physical damage or personal injury resulting from BUYER's due diligence inspections and/or tests.

(B). SATISFACTION/REMOVAL OF INSPECTION DUE DILIGENCE CONTINGENCIES:

(1). If BUYER, in BUYER's sole discretion, determines that the results of the BUYER's due diligence are not acceptable, then BUYER, no later than the Due Diligence Deadline, shall either: (a) cancel this Agreement providing written notice to SELLER, in which event the Earnest Money deposit shall be returned to BUYER; or (b) providing to SELLER a written notice setting forth BUYER's disapproved items.

(2). If BUYER does not within the strict time period specified take either of the actions stated in Section 16(B)(1), 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; (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; and (d) unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money deposit shall become nonrefundable except upon an instance of SELLER's default.

(3). If BUYER timely provides notice of disapproved items to SELLER, BUYER and SELLER shall have five (5) business days after SELLER's receipt of the notice of disapproved items in which to agree in writing upon the manner of resolving the disapproved items. If BUYER and SELLER have not agreed in writing upon the manner of resolving the disapproved items by the deadline, BUYER may cancel this Agreement by delivering written notice to SELLER no later than fifteen (15) days after SELLER's receipt of the notice of disapproved items; whereupon the Earnest Money deposit shall be returned to BUYER and neither party shall have any further rights or obligations under this Agreement. 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 and the Earnest Money deposit shall become nonrefundable except upon an instance of SELLER's default.

17. SELLER REPRESENTATIONS AND WARRANTIES: SELLER represents and warrants that the following statements are true and complete as of the date of SELLER's execution of this agreement and shall be true as of the date of Settlement and Closing:

(a). There is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to SELLER's knowledge, threatened against SELLER and/or the PROPERTY which may adversely affect this transaction;

(b). All work which will be performed in, on or about the PROPERTY or materials furnished to the PROPERTY which might, in any circumstance, give rise to a mechanic's or materialman's lien will be paid and no such liens shall encumber the PROPERTY at the time of Settlement and Closing;

(c). SELLER has not received any written notice or citation indicating that the PROPERTY is in material violation of any applicable law;

(d). Neither SELLER nor any other person, to SELLER's knowledge, have ever caused or permitted any hazardous materials to be placed, held, located or disposed of on, under, or at the PROPERTY in violation of applicable law; and

(e). To SELLER's knowledge, the consummation of the transaction contemplated by this Agreement does not and will not conflict with or result in a material breach of any of the terms or provisions of any other agreement, arrangement, undertaking, accord, document or instrument to which SELLER is a party or by which SELLER or the PROPERTY is bound.

18. CONDITION OF PROPERTY AT CLOSING: Upon expiration of the Due Diligence Deadline, BUYER agrees to purchase the PROPERTY in as-is condition with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon Closing, BUYER will assume all obligations with respect to the PROPERTY.**19. OPERATIONS PRIOR TO CLOSING:** Between the parties' execution of this Agreement and Closing, and except otherwise agreed to by the parties in writing, SELLER: (a) shall not execute any lease affecting the PROPERTY; (b) shall comply with all applicable laws affecting the PROPERTY; (c) shall not create or force to be created any further monetary liens on the PROPERTY; (d) shall not make any substantial alterations or improvements to the PROPERTY; (e) shall continue and maintain all current casualty and liability insurance policies covering the PROPERTY; (f) shall not use, produce, manufacture, generate, treat, handle, store, release or dispose of any hazardous material in, on or under the PROPERTY, except as permitted by applicable environmental laws; (g) SELLER shall continue to operate the PROPERTY in the ordinary course of its business, and (h) maintain the PROPERTY in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided by this Agreement. After the Feasibility Period, SELLER shall not enter into or modify existing rental agreements or leases (except that SELLER may enter into, modify, extend, renew or terminate residential rental agreements or residential leases in the ordinary course of its business), service contracts, or other agreements affecting the PROPERTY which have terms extending beyond Closing without first obtaining BUYER's consent, which shall not be unreasonably withheld.**20. CLOSING COSTS AND PRORATIONS:** SELLER shall deliver an updated rent roll to Closing Agent not later than five (5) days before the scheduled Closing date and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. SELLER certifies that the information contained in the rent roll is correct as of the date submitted. SELLER and BUYER shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interestBUYER'S Initials (JS) Date _____ SELLER'S Initials (_____) Date _____

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PROPERTY ADDRESS: 2200 North Yellowstone Idaho Falls ID# 76321019

utilizes; and other operating expenses shall be prorated as of Closing. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those mortgage reserves for assumed financing for which BUYER receives the benefit after Closing. BUYER shall pay all costs of financing including the premium for the lender's title policy. If the PROPERTY was taxed under a deferred classification prior to Closing, then SELLER shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the PROPERTY from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to BUYER or delivered to BUYER for deposit in a trust account if required by state or local law. BUYER shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

21. POST-CLOSING ADJUSTMENTS, COLLECTIONS AND PAYMENTS: To the extent any items were prorated or credited at Closing based upon estimates, BUYER and SELLER shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof after Closing. Any bills or invoices received by BUYER after Closing which relate to services rendered or goods delivered to the SELLER or the PROPERTY prior to Closing shall be paid by SELLER upon presentation of such bill or invoice. At BUYER's option, BUYER may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of BUYER's written demand to SELLER for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amounts of these expenses, then BUYER shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of SELLER for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of SELLER shall be turned over by BUYER to SELLER promptly after receipt. SELLER shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing.

22. 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 BUYER.

23. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the PROPERTY as a 1031 exchange.

24. POSSESSION: SELLER shall deliver physical possession of the PROPERTY to BUYER with twenty-four (24) hours following Closing or at such other date and time as is agreed to by the parties in writing.

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

26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject 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 §73-10B. 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. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, 8:00 A.M. to 5:00 P.M., in the local time zone where the subject PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

28. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER shall be entitled, as SELLER's sole and exclusive remedy, to terminate this Agreement by written notice to the BUYER, in which event the Earnest Money deposit shall be paid to SELLER as liquidated damages. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

29. 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.

30. 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.

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

BUYER'S Initials () Date

SELLER'S Initials () Date

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PROPERTY ADDRESS: 2200 North Yellowstone Idaho Falls ID#: 76321019

32. 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.

33. 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.

34. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability of representations have been made or shall be binding upon either party unless herein set forth. All implied warranties of merchantability and/or fitness for a particular purpose are hereby excluded.

35. ACKNOWLEDGMENT OF PROFESSIONAL REVIEW: BUYER and SELLER hereby acknowledge that their Broker and/or Agent advised both parties to obtain professional inspections of the PROPERTY, including inspections of the PROPERTY's title and platting, zoning requirements and the PROPERTY's services and utilities. Additionally, BUYER and SELLER have been advised to obtain appropriate tax, accounting, legal or other professional advice or counsel when necessary, including, but not limited to, independent legal review of this Agreement. Furthermore, it is acknowledged that the parties Brokers and/or Agents have not made any representations or warranties or conducted any independent investigation of the condition or financial feasibility of the PROPERTY. BUYER and SELLER have not relied on any marketing material or assertions of any Broker and/or Agent in determining the viability or fitness of the PROPERTY for its intended purpose.

36. 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 BEJ Date _____

SELLER'S Initials (_____) (_____) Date _____

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PROPERTY ADDRESS: 2200 North Yellowstone Idaho Falls ID#: 76321019

37. BUYER'S SIGNATURES:

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

BUYER ☐ does ☒ does not currently hold an active Idaho real estate license.

BUYER Signature _____ BUYER (Print Name) _____

If BUYER is an entity, Name of Entity: _____ Signor's Position: _____

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

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax # _____

BUYER ☐ does ☐ does not currently hold an active Idaho real estate license.

BUYER Signature _____ BUYER (Print Name) _____

If BUYER is an entity, Name of Entity: _____ Signor's Position: _____

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

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax # _____

38. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER ☐ does ☒ does not currently hold an active Idaho real estate license.

SELLER Signature _____ SELLER (Print Name) _____

If SELLER is an entity, Name of Entity: _____ Signor's Position: _____

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

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

SELLER ☐ does ☐ does not currently hold an active Idaho real estate license.

SELLER Signature _____ SELLER (Print Name) _____

If SELLER is an entity, Name of Entity: _____ Signor's Position: _____

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

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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RE-13 COUNTER OFFER # 2 (1,2,3 etc.) **JULY 2012 EDITION**
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS **Page 1 of 1**
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.

1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 9/21/2012
 2
 3 ADDRESS: 2200 North Yellowstone, Idaho Falls, ID 83401 ID#: 76321019
 4
 5 BUYER: Potterville LLP
 6
 7 SELLER: Ray Friggs dba Shady Rest RV Park

- 8 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 9 ☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 10 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 11 ☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 12 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 13 1. Purchase price to be 1,250,000.00
 14 2. Contingent upon Buyers securing financing.
 15 3. The Seller will provide a warranty deed at closing.
 16 4. Earnest money will be deposited within 24 hours of acceptance.
 17 5. This is Buyers highest and best offer.
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39 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 40 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 41 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 42 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 43 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.
 44

45 If a signed acceptance is not delivered on or before (date): 10/05/12 at 5:00 ☐ A.M. ☒ P.M.
 46 this Counter Offer shall be deemed to have expired.
 47

48 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 49 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 50 or electronic transmission shall be deemed to be the same as delivery of an original.
 51

52 SELLER [Signature] Date 10-5-12 Time 3:45 ☐ A.M. ☒ P.M.
 53

54 SELLER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.
 55

56 BUYER [Signature] Date _____ Time _____ ☐ A.M. ☐ P.M.
 57

58 BUYER [Signature] Date 28 Sep 2012 Time _____ ☐ A.M. ☐ P.M.
 59

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JULY 2012 EDITION **RE-13 COUNTER OFFER** **Page 1 of 1**

ADDENDUM # 2 (All addendums shall be numbered sequentially.) **JULY 2012 EDITION**
RE-11 ADDENDUM Page 1 of 1
Idaho Association of REALTORS® 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.

Date: 10/11/2012

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: 09/21/2012 ID # 78321019

ADDRESS: 2200 North Yellowstone, Idaho Falls, ID 83401

BUYER(S): Pottersville LLP

SELLER(S): Ray Piggie dba Shady Rest RV Park

The undersigned parties hereby agree as follows:

1. Buyers request new sewer line to be in place and functioning properly prior to closing.
2. Buyers request information and explanation concerning the improper annexation of property into the City of Idaho Falls.
3. Sale contingent upon City of Idaho Falls, ID allowing sale and transfer of title to Buyers without any additional charges and or other permits and license fees.
4. Buyers to allow Don Mull (Property Manager) to remain as manager for a period of 1 year, or longer if desired, by both parties.
5. Buyers request Seller to provide to all necessary financial documentation (Schedule E, Profit & Loss, sales tax reports, statements, etc.) to determine profit potential to Buyers.
6. Buyers to resolve any water rights that are entitled to Shady Rest RV Park.

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: [Signature] Date: 10-12-12

BUYER: [Signature] Date: 10-12-12

SELLER: [Signature] Date: 10-12-12

SELLER: _____ Date: _____

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JULY 2012 EDITION **RE-11 ADDENDUM** **Printed Using Professional Forms Co. On-Line Forms Software 7110** **Page 1 of 1**

ID # 76321019

Addendum # 1

LEGAL DESCRIPTION

Beginning at the intersection of U.S. Highway No. 191 and the East bank of the Idaho Canal, said point being more particularly described as being N0°11'15"E 1332.76 feet and S89°13'26"E 1454.42 feet and N18°47'05"W 137.10 feet from the South Quarter Corner of Section 8, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; and running thence N52°02'55"E 241.80 feet; to a point of curve having a radius of 11,399.20 feet and a chord that bears N52°49'24"E 308.20 feet; thence to the right along said curve 308.21 feet through a central angle of 1°32'57"; thence S45°43'35"E 191.81 feet; thence S0°16'17"W 125.00 feet; thence S89°13'26"E 650.00 feet to the East line of said Section 8; thence S0°16'17"W 213.00 feet along said East line to the South line of the Northeast Quarter of the Southeast Quarter of said Section 8; thence N89°13'26"W 1177.88 feet along said South line; thence N18°47'05"W 137.10 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded at Page 77 in Book 7 of Deed Records, records of Bonneville County, Idaho.

Seller  Date 10-12-12 Seller _____ Date _____

Buyer _____ Date _____ Buyer _____ Date _____

FILED EFFECTIVE



STATEMENT OF CHANGE OF
REGISTERED AGENT,
REGISTERED OFFICE,
OR BOTH

(See reverse for instructions)

2016 FEB -2 PM 3:18

SECRETARY OF STATE
STATE OF IDAHO

File #: W118463

The undersigned entity submits the following statement for the purpose of changing its registered agent, its registered office, or both, in the State of Idaho.

1. The name of the entity is:

Key Property Rentals St. Idaho Falls Yellowstone, LLC

2. The name and street address of the old registered agent and office is:

Ben Clark 235 E. Yellowstone Hwy, Ste B, St Anthony, ID 83445

3. The name and street address of the new registered agent and office in Idaho is:

Sally Capener 4810 Sagewood Circle Idaho falls, ID 83406

(not a PO box or PMB)

I consent to serve as registered agent for the above-named entity.

Sally Capener
(Signature of new registered agent)

01/27/2016

(Date)

1/24/16 SC

Date: 01/27/2016 1/24/16 SC

Signature: Sally Capener

Printed: Sally Capener

Capacity: Agent / owner

132-1 NO FEE REQUIRED



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

November 3, 2017

C.L. "BUTCH" OTTER
Governor

Key Property Rentals Idaho Falls Yellowstone LLC
4810 Sage Wood Cir
Idaho Falls ID 83406

GARY SPACKMAN
Director

RE: Change of Ownership for Water Right No(s). 25-10115

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

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 deliberately abandoned or 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, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 120
Bonneville Jefferson Ground Water District