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

RECEIVED DEV

APR 08 2016

DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-04398	Yes ☒	Yes ☐		Yes ☐	Yes ☐
63-4398 63-3423)	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Lyal D Christensen & Vida E. Christensen
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Kolnes Family Limited Partnership
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

   P.O. Box 1029 — Mailing address
   Eagle — City
   ID — State
   83616 — ZIP
   208-941-2474; 208-229-4663 — Telephone
   grant@legacydev.net — 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: 6.9.2015.

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

7. This form must be signed and submitted with the following **REQUIRED** items:
   ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   ☐ Filing fee (see instructions for further explanation):
   - ● $25 per *undivided* water right.
   - ○ $100 per *split* water right.
   - ○ No fee is required for pending adjudication claims.

   SUPPORT DATA IN FILE # 63-4398

   ☐ 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: Grant Kolnes — Signature of new owner/claimant
   member — Title, if applicable
   4-7-16 — Date

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

For IDWR Office Use Only:

Receipted by Ella Date 4/8/16 Receipt No. C101816 Receipt Amt. #25.00

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

Name on W-9 _____ Approved by _____ Processed by JKA Date 5-9-16

2007 FEB 16 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No. 39576	)	
	)	Water Right 63-04398

NAME AND ADDRESS: LYAL D CHRISTENSEN
VIOLA E CHRISTENSEN
2217 SMITH AVE
BOISE, ID 83702

SOURCE: GROUND WATER

QUANTITY: 0.06 CFS

The quantity of water under this right for domestic use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/30/1955

POINT OF DIVERSION: T04N R02E S33 SENE Within Ada County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	03-01 TO 11-15	0.04 CFS
		6.75 AFY
Domestic	01-01 TO 12-31	0.04 CFS

Domestic use is for 1 home.

PLACE OF USE:

Irrigation Within Ada County
T04N R02E S33 SENE 2.0
2.0 Acres Total

Domestic Within Ada County
T04N R02E S33 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right for domestic use is not a determination of historical beneficial use.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

O.K

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 LISA BATT
TITLEONE BOISE

2015-051081
06/11/2015 10:33 AM
$16.00

WHEN RECORDED RETURN TO:
Stewart Taylor & Morris
12550 W. Explorer Drive, Suite 100
Boise, Idaho 83713
1423 9827 AE-DS

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by Marcia C. Burton and Maureen C. Stephenson, as Co-Personal Representatives of the estate of Lyal Darwin Christensen, deceased, and Marcia C. Burton and Maureen C. Stephenson, as Co-Personal Representatives of the estate of Viola E. Christensen, deceased, collectively referred to herein as Grantors, to Kolnes Family Limited Liability Limited Partnership, an Idaho limited liability limited partnership, P.O. Box 1029, Eagle, Idaho 83616, referred to herein as Grantee.

WHEREAS, Grantors are the qualified Co-Personal Representatives of said estate of Lyal Darwin Christensen, filed as Case Number CV IE 1414384, in Ada County, Idaho and estate of Viola E. Christensen, filed as Case Number CV IE 1417513, in Ada County, Idaho; and

THEREFORE, for valuable consideration received, Grantors quitclaim, transfer and convey to Grantee all of the real property situated in Ada County, Idaho, described as follows:

Lot 10 in Block 1 of Finally Home Again Subdivision, according to the official plat thereof, filed in Book 108 of Plats at Pages 15223-15225, records of Ada County, Idaho.

EXECUTED this 11 day of June, 2015.

Marcia C Burton
Marcia C. Burton,
Co-Personal Representative of the
Estate of Lyal Darwin Christensen,
Deceased

Marcia C Burton
Marcia C. Burton,
Co-Personal Representative of the
Estate of Viola E. Christensen,
Deceased

Maureen C Stephenson
Maureen C. Stephenson
Co-Personal Representative of the
Estate of Lyal Darwin Christensen,
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Maureen C. Stephenson,
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9.K

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STATE OF IDAHO)
:ss
County of Ada)

On this ____ day of June, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Marcia C. Burton, known or identified to me to be the person whose name is subscribed to the within instrument, as a Co-Personal Representative of the Estate of Lyal Darwin Christensen, deceased, and acknowledged to me that she executed the same as such Co-Personal Representative.

PAMELA J. BIGELOW NOTARY PUBLIC STATE OF IDAHO

Pamela J Bigelow
Notary Public for Idaho
Residing at:
My Commission Expires:

Residing in Meridian, ID
My commission expires: 1/24/2018

STATE OF IDAHO)
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County of Ada)

On this ____ day of June, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Maureen C. Stephenson, known or identified to me to be the person whose name is subscribed to the within instrument, as a Co-Personal Representative of the Estate of Lyal Darwin Christensen, deceased, and acknowledged to me that she executed the same as such Co-Personal Representative.

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OK

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BOISE IDAHO Pgs=3 LISA BATT
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1423982-7 AE-DS

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PERSONAL REPRESENTATIVE'S DEED

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WHEREAS, Grantors are the qualified Co-Personal Representatives of said estate of Lyal Darwin Christensen, filed as Case Number CV IE 1414384, in Ada County, Idaho and estate of Viola E. Christensen, filed as Case Number CV IE 1417513, in Ada County, Idaho; and

THEREFORE, for valuable consideration received, Grantors quitclaim, transfer and convey to Grantee all of the real property situated in Ada County, Idaho, described as follows:

> Lots 2-9 in Block 1 of Finally Home Again Subdivision, according to the official plat thereof, filed in Book 108 of Plats at Pages 15223-15225, records of Ada County, Idaho.

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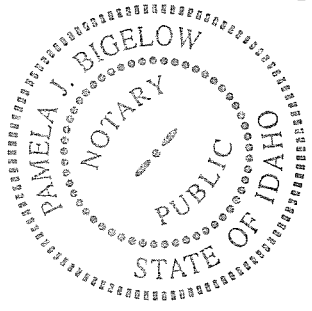

Pamela J Bigelow
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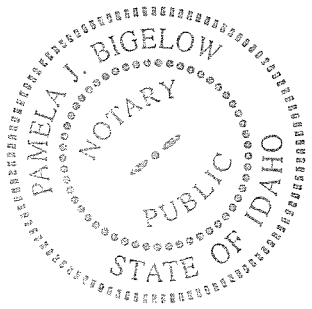

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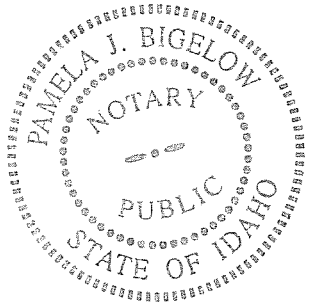

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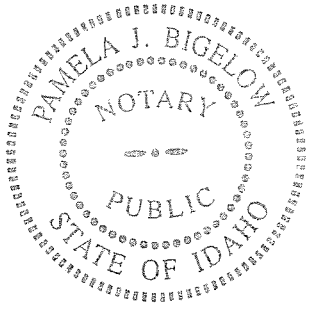

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My commission expires: 1/24/2018

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of August 23, 2014 (the "Effective Date"), by and between Kolco Insurance Company, Ltd., an Idaho corporation, or its assigns (the "Buyer"), and The Estate of Lyal D. Christensen (the "Seller").

RECITALS

A. The Seller is the owner of the real property and improvements on it, if any, located at 2217 W. Smith Avenue, Boise, Idaho, and more particularly described in Exhibit A attached hereto (hereinafter the "Property") on the terms and conditions hereinafter set forth.

B. The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer the Property.

AGREEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purchase and Sale. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property together with all of Seller's right, title and interest in all appurtenances, water rights, shares, licenses or permits and fixtures located thereon and also together with all of Seller's right, title and interest in and to (i) all designs, drawings, plans, plats, surveys, specifications, engineering, architectural and other work product and data prepared in connection with the zoning, platting and development of the Property, together with all existing amendments, modifications and supplements thereof, and any and all development rights relating to the Property; and (ii) all contracts of every kind relating to any such development approvals, including but not limited to contracts with architects, engineers, consultants and other service providers, contractors, materialmen, and suppliers, together with all existing amendments, modifications and supplements thereof which Buyer elects to assume; and (iii) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances and rights obtained from governmental agencies issued or obtained in connection with the Property, together with all materials prepared for filing or filed with any governmental agency, upon the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be $528,000.00, subject to adjustments set forth in Sections 9 and 10, below.

2.1 Payment of Purchase Price. The purchase price shall be payable as follows:

(a) **Deposit.** Within five business days of the execution of this Agreement, the Buyer shall deposit into escrow with TitleOne Corporation, Boise, Idaho ("Title Company") the sum of $10,000.00. At Closing, this deposit, together with interest earned on it, if any, shall be credited toward payment of the purchase price. The deposit shall be immediately released and refunded to Buyer in the event of any of the following: (i) any condition precedent to Buyers obligations

set forth in Section 4.1, below, shall not be timely satisfied or waived; or (ii) the transaction contemplated by this Agreement shall fail to close as a result of a default on the part of Seller. The deposit shall be refundable to Buyer until the expiration of the Due Diligence Period set forth in Section 4.1(b), below, after which date the deposit shall become nonrefundable except in the event the transaction shall not close as a result of the circumstances set forth in clauses (i) and (ii), above.

(b) **Cash.** On or before the Closing Date, the Buyer shall deposit into escrow cash, a wire transfer of funds, a certified check, or a cashier's check, in the balance of the purchase price in the approximate amount of $518,000.00.

3. Escrow.

3.1 Opening of Escrow. With the deposit by the Buyer of the sum of $10,000.00, escrow will be opened for consummating this transaction. The Buyer and the Seller shall deliver a fully executed copy of this Agreement to the Title Company. The Buyer and the Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.

3.2 Closing Date. This transaction shall close the earlier of (i) thirty (30) days after the recordation of a final plat subdividing the Property into nine (9) building lots substantially in accordance with Exhibit B attached hereto as more particularly set forth in Section 5, below, or (ii) May 1, 2015, provided that all other conditions to closing as set forth in Section 4.1, below, have been satisfied or waived (the "Closing Date).

4. Conditions to Closing.

4.1 Conditions Precedent to the Buyer's Obligations. The close of escrow and the Buyer's obligations with respect to the transaction contemplated by this Agreement are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

(a) **Title.** Within ten (10) business days after the Effective Date, the Seller, at the Seller's cost and expense, shall cause the Title Company to issue to the Buyer its preliminary title report on the Property (the "Preliminary Commitment"), along with legible copies of all documents that give rise to exceptions listed in the report (the "Underlying Documents"). Within ten (10) business days of receiving the Preliminary Commitment and the Underlying Documents, the Buyer shall give the Seller written notice setting forth the exceptions that are not acceptable to the Buyer (the "Unacceptable Exceptions"). All other exceptions shall be deemed acceptable to the Buyer ("Permitted Exceptions"). The Seller shall have ten (10) business days after receiving the

Buyer's notice within which to give the Buyer its written notice stating whether it agrees to eliminate the Unacceptable Exceptions. If Seller does not agree to eliminate the Unacceptable Exceptions, Buyer may elect to proceed to close the transaction subject to such exceptions and such exceptions shall be deemed part of the Permitted Exceptions, or may elect to terminate this Agreement. If the Seller agrees to eliminate the Unacceptable Exceptions, the Seller shall be obligated to do so at its cost at least five (5) business days prior to the Closing Date, and prior to the Closing Date, Buyer shall be entitled to review such documents as are necessary and appropriate to determine to its reasonable satisfaction that the Unacceptable Exceptions have been eliminated.

(b) **Due Diligence Period.** The Buyer shall have a period of sixty (60) days from the Effective to Date to conduct such document reviews, tests, inspections, studies, and other investigations, including without limitation zoning review and environmental assessments of the Property as the Buyer deems necessary and the Buyer may require engage consultants or engineers of the Buyer's choosing to assist it doing so (the "Due Diligence Period"). The Buyer or its agents shall have the right to enter the Property at reasonable times during and after the Due Diligence Period to make such tests, inspections, studies, and other investigations as the Buyer may require, at the Buyer's expense and risk. The Buyer shall indemnify and hold the Seller harmless from any loss, damage, or claim arising out of the Buyer's access to the Property for the purpose of making tests, inspections, studies, and other investigations including any such damages caused by liens filed against the Property by the Buyer's consultants. It shall be a condition to closing that the results of such document reviews, tests, inspections, studies and investigations be acceptable to the Buyer in its sole discretion. This Agreement shall terminate and all earnest money deposited hereunder shall be refunded to Buyer in the event Buyer gives written notice prior to the expiration of the Due Diligence Period of its dissatisfaction with any aspect of the Property, which said dissatisfaction shall be determined at the sole discretion of the Buyer.

(c) **Document Review**. Within five (5) days of Buyer's request, the Seller shall deliver to Buyer the following materials respecting the Property (if in the possession of Seller or its agents), together with any other materials, documents and information pertaining to the Property and the operation thereof which Buyer may elect to review and approve: (a) copies of all governmental permits, approvals and entitlements, including conditions of approval, affecting or pertaining to the Property and the development and subdivision thereof, including, without limitation, copies of any documents evidencing the approval of the preliminary plat of Finally Home Again Subdivision issued by any governmental agency having approved the same; (b) copies of all existing contracts affecting the property or the subdivision and development thereof, including contracts with architects, engineers, contractors, consultants and the like, which have not been fully performed and which may be assumed by Buyer; (c) copies of all engineering plans and specifications, surveys and survey data, architectural plans and specifications, construction plans and specifications, landscape plans and specifications, maps, plats and similar such material affecting the property and the

development and subdivision thereof; (d) a list of all architects, engineers, surveyors, consultants, materialmen, contractors and subcontractors who have provided labor, materials, and/or services on or relating to the property and the development and subdivision thereof; and (e) any and all environmental assessments. Upon receipt of the said materials, Buyer shall have until the expiration of the Due Diligence Period to review and approve the same, together with any other documents, materials or information pertaining to the Property and the operation thereof which Buyer may so elect to review and approve. It shall be a condition to closing that the Buyer be satisfied, in its sole discretion, with the results of its review of any and all materials reviewed or considered pursuant to this paragraph.

(d) **Plat Recordation.** Seller shall have signed, as Owner, and delivered to Buyer in recordable form, a final plat subdividing the Property into no fewer than nine (9) building lots, substantially in conformance with the preliminary plat depicted in Exhibit B attached hereto, which Buyer shall have prepared as required by Section 5.3, below; provided, however, that if the closing is required to take place prior to the recordation of the final plat as a result of the provisions of Section 3.2, above, Seller shall execute and deliver to Buyer an agreement in form and content reasonably satisfactory to Buyer, obligating Seller to sign such a final plat upon delivery of the same by Buyer to Seller.

(e) **No Material Changes.** As of the Closing Date, there shall have been no material adverse changes related to or connected with the Property, whether directly or indirectly, except those caused by Buyer.

(f) **Seller's Deliveries.** The Seller shall have timely delivered each and every item to be delivered by the Seller pursuant to this Agreement.

(g) **Title Insurance.** As of the close of escrow, the Title Company shall have committed to issue the title policy to the Buyer.

The conditions set forth in this Section 4.1 are solely for the benefit of the Buyer and may be waived only by the Buyer. The Buyer shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to the Seller. The waiver by the Buyer of any condition shall not relieve the Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of the Seller.

4.2 Conditions Precedent to the Seller's Obligations. The close of escrow and the Seller's obligations with respect to the transactions contemplated by this Agreement are contingent upon and subject to the following:

(a) Buyer shall have delivered to the title company, on or before the Closing Date, for disbursement as provided herein, the purchase price and the documents and materials described in Section 6.2.

4.3 Failure of Conditions to Closing. Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Buyer, in its own discretion, exercises its right to disapprove any such items or matters). In the event any of the conditions set forth in Section 4.1 or Section 4.2 are not timely satisfied or waived for a reason other than the default of the Buyer or the Seller under this Agreement:

(a) This Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, except as otherwise provided herein; and

(b) Except as otherwise provided in Section 2.1 (a), above, the Seller shall promptly return or release to the Buyer all funds and documents deposited by the Buyer in escrow that are held by the Title Company on the date of the termination.

4.4 Cancellation Fees and Expenses. In the event escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of the Buyer under this Agreement, any cancellation charges required to be paid to the Title Company shall be paid by the Seller. In the event this escrow terminates because of the Buyer's default, any cancellation charges required to be paid to the Title Company shall be borne by the Buyer.

5. Construction of Subdivision Improvements; Completion and Recordation of Final Plat.

5.1 Construction of Subdivision Improvements by Buyer. Buyer shall be responsible, at its own expense, for the construction and installation of all on-site and off-site subdivision infrastructure, including but not limited to streets, sidewalks utilities (such as sewer, water, power, natural gas, telephone and cable television), drainage facilities and site grading (the "Improvements") for the Finally Home Again Subdivision, consisting of nine (9) building lots and one (1) common access lot, in accordance with the final, approved plans and specifications prepared by Munger Engineering, Inc., Job No. 14-016-00 (the "Plans"). All Improvements shall be constructed and installed in a good and workmanlike manner and shall conform to the requirements of all applicable city, county, federal and state ordinances, statutes, codes and laws. No work is completed until it passes final inspection by the applicable city, county, federal, state or other government agency.

Buyer shall commence the work as soon as practical after the later of (i) the expiration of the Due Diligence Period; or (ii) that date that Seller has received final approval from all required governmental agencies and utility companies for the Plans and shall prosecute the work to completion in a prompt and diligent manner. Buyer shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which various portions of the Improvements shall be installed and the relative priority thereof and, in general, all other matters pertaining to the timely and orderly conduct of the work. Buyer shall not permit any liens to be filed or placed against the Property arising out of the work to be performed

Buyer subject only to the Permitted Exceptions and the usual exceptions required by the Title Company.

(b) **Assignment of Plans, Contracts and Permits.** An assignment of plans, contracts and permits, in a form acceptable to Buyer whereby Seller assigns, transfers and conveys to Buyer all of its right, title and interest in and to (i) all designs, drawings, plans, plats, surveys, specifications, engineering, architectural and other work product and data prepared in connection with the zoning, platting and development of the Property, together with all existing amendments, modifications and supplements thereof, and any and all development rights relating to the property; and (ii) all contracts of every kind relating to any such development approvals, including but not limited to contracts with architects, engineers, consultants and other service providers, contractors, materialmen, and suppliers, together with all existing amendments, modifications and supplements thereof which Buyer elects to assume; and (iii) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances and rights obtained from governmental agencies issued or obtained in connection with the Property, together with all materials prepared for filing or filed with any governmental agency

(c) **Nonforeign Certification.** The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an affidavit to the Buyer to this effect in the form required by that statute and related regulations.

(d) **Proof of Authority.** Such proof of the Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the Seller to act for and bind the Seller, as may be reasonably required by the Title Company and/or the Buyer.

(e) **Lien Affidavits.** Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the title policy.

6.2 By the Buyer. On or before the Closing Date, the Buyer shall deliver the following in escrow to the Title Company:

(a) **Purchase Price.** The cash portion of the purchase price in accordance with Section 2 above.

(b) **Prorations.** The amount due the Seller, if any, after the prorations are computed in accordance with Section 10 below.

7. Possession. The Seller shall deliver possession of the Property to the Buyer at close of escrow; provided, however, that Buyer shall be entitled to enter the Property at all times

prior to closing for the purpose of constructing and installing the subdivision improvements as contemplated by Section 5.1.

8. Title Insurance. At closing, the Seller shall provide, at its expense, an standard owners policy of title insurance policy in the amount of the purchase price specified above, insuring title vested in the Buyer or its nominees, subject only to the Permitted Exceptions; provided that if Buyer desires an extended policy of title insurance, Buyer may elect such coverage and shall be responsible to pay the additional premium therefore. The Seller shall execute and deliver to the Title Company at closing such certificates and indemnities substantially in the form reasonably required by the Title Company for the issuance of such title insurance.

9. Adjustments. The Seller shall pay for the standard coverage title insurance policy, one-half of all closing and escrow fees and costs, and the Seller's share of prorations pursuant to Section 10 below. The Buyer shall pay recording charges, one-half of all closing and escrow fees and costs, any additional premiums for an extended policy of title insurance and the Buyer's share of prorations pursuant to Section 10 below. The Buyer and the Seller shall each pay its own legal and professional fees of other consultants incurred by the Buyer and the Seller, respectively. All other costs and expenses shall be allocated between the Buyer and the Seller in accordance with the customary practice in Ada County, Idaho. At closing, the Buyer shall contribute any funds necessary to pay its share of adjustments.

10. Prorations and Credits

10.1 General. Rental, revenues, and other income, if any, from the Property and presently existing taxes, assessments, improvement bonds, and other expenses, if any, affecting the Property, shall be prorated as of the day following the Closing Date. For the purpose of calculating prorations, the Buyer shall be deemed to be in title to the Property and, therefore, entitled to the income and responsibility for the expenses for the entire day following the Closing Date.

10.2 Method of Proration. All prorations shall be made in accordance with customary practice in Ada County, Idaho, except as expressly provided herein. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by the Buyer to the Seller (if the prorations result in a net credit to the Seller) or by the Seller to the Buyer (if the prorations result in a net credit to the Buyer) by increasing or reducing the cash to be paid by the Buyer at closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by the Buyer to the Seller, or by the Seller to the Buyer, as the case may be, in cash as soon as practicable following the Closing Date.

11. The Seller's Representations and Warranties. In addition to any express agreements of the Seller contained herein, the following constitute representations and warranties of the Seller to the Buyer:

11.1 Representations Regarding the Seller's Authority.

(a) The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Seller in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated hereby. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(c) The persons executing this Agreement and the instruments referred to herein on behalf of the Seller and the partners, officers, or trustees of the Seller, if any, have the legal power, right, and actual authority to bind the Seller to the terms and conditions of this Agreement.

(d) This Agreement and all documents required to be executed by the Seller are and shall be valid, legally binding obligations of and enforceable against the Seller in accordance with their terms.

(e) Neither the execution and delivery of this Agreement and documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Seller is a party or affecting the Property.

11.2 Warranties and Representations Pertaining to Real Estate and Legal Matters.

(a) The information contained in the recitals is true and correct.

(b) Except as disclosed to the Buyer in writing, there is no litigation, claim, or arbitration, pending or threatened, with regard to the Property or its operation.

(c) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of the Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by the Seller.

(d) To the best of the Seller's actual knowledge, the construction, occupancy, and operation of the Property materially conform to and comply with

all applicable city, county, state, and federal law, statutes, ordinances, and regulations.

(e) The Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report.

(f) The Seller has not received any notices from any insurance company of any defects or inadequacies in the Property.

(g) The Seller has not sold, transferred, conveyed, or entered into any agreement regarding "air rights" or other development rights or restrictions relating to the Property.

(h) To the best of the Seller's actual knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it.

(i) The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property.

(j) The Seller has not transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's actual knowledge, no other person has transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements.

(k) There are no proceedings, governmental administrative actions, or judicial proceedings pending or, to the best of the Seller's actual knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

(l) To the best of the Seller's actual knowledge, the Seller has not, during its ownership of the Property, stored, produced, or disposed of any hazardous substance, including asbestos, on the Property in violation of applicable environmental laws and regulations.

(m)The information contained in the materials and documents delivered to Buyer is true, correct, complete and accurate.

(n) The Seller has received all zoning and subdivision approvals from the City of Boise for a residential subdivision containing nine (9) building lots (except for final plat approval).

(o) All architects, engineers, surveyors, consultants, materialmen, contractors and subcontractors who have provided labor, materials and/or services on or relating to the Property and the development and subdivision thereof have been paid in full and there are no liens or rights to liens for any such services affecting the Property.

11.3 Representations, Warranties, and Covenants Regarding Operation of the Property Through the Close of Escrow.

(a) The Seller further represents and warrants that, until this transaction is closed or escrow is terminated, whichever comes earlier, it shall:

(i) Make all regular payments of interest and principal on any existing financing; and

(ii) Comply with all government regulations.

11.4 General Representation. The Seller's representations and warranties contained herein are true and accurate, and are not misleading. The Seller's representations and warranties contained herein shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by the Seller in a separate certificate at that time. The Seller's representations and warranties contained herein shall survive the close of escrow and shall not merge into the deed and the recordation of the deed in the official records.

12. The Buyer's Representations and Warranties. In addition to any express agreements of the Buyer contained herein, the following constitute representations and warranties of the Buyer to the Seller:

(a) The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(c) The persons executing this Agreement and the instruments referred to herein on behalf of the Buyer have the legal power, right, and actual authority to bind the Buyer to the terms and conditions of this Agreement.

(d) This Agreement and all documents required by it to be executed by the Buyer are and shall be valid, legally binding obligations of, and enforceable against the Buyer in accordance with their terms.

(e) Neither the execution and delivery of this Agreement and documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

13. Damage or Destruction; Condemnation. Until close of escrow, the risk of loss shall be retained by the Seller. The Seller shall keep the Property fully insured until close of escrow. In the event all or any material portion of the Property is damaged, destroyed, or condemned or threatened with condemnation before the close of escrow, the Buyer may terminate this Agreement. In such event, escrow will be terminated, the earnest money deposit and accrued interest thereon will be promptly returned to the Buyer, and this Agreement shall have no further force or effect whatsoever. If a nonmaterial portion of the Property is destroyed or condemned, this Agreement shall remain in full force and effect, including, without limitation, the Buyer's obligation to close this transaction as provided for herein and to pay the full purchase price to the Seller. In such event, the Buyer shall be assigned all insurance proceeds or condemnation proceeds payable to or for the account of the Seller.

14. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed receive on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one business day after deposit with such courier; or (d) sent by telefax, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.

In the case of notices to the Seller:

The Estate of Lyal Christensen
Maureen Stephenson, Co Personal Representative
11059 W. Hickory Dr.
Boise, Idaho 83713
Facsimile: _____

And:
Marcia Burton, Co-Personal Representative
4901 W. Tournament Dr.
Meridian, Idaho 83646
Facsimile: _____

In the case of notices to the Buyer:

Kolco Insurance Company, Ltd.
PO Box 1029
Eagle, Idaho 83616
Facsimile: (208) _____

With a copy to:

Stephen A. Bradbury
Williams Bradbury, PC
1015 W. Hays
Boise, Idaho 83702
Facsimile: (208) 344-0077

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

15. Brokers. The Buyer and Seller each represents and warrants to the other that no brokers or finders have been engaged by them, respectively, in connection with any of the transactions contemplated by this Agreement, or to their knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution, or consummation of this Agreement is made by any broker or finder, then the Buyer shall indemnify, hold harmless, and defend the Seller from and against such claims if they shall be based on any statement or representation or agreement by the Buyer, and the Seller shall indemnify, hold harmless, and defend the Buyer if such claims shall be based on any statement, representation, or agreement made by the Seller.

16. Cross Indemnification. Except as otherwise provided in this Agreement, effective as of Closing, and to the fullest extent permitted by law, the Seller agrees to indemnify, and agrees to hold harmless the Buyer, from all demands, claims, liabilities, obligations, costs and expenses (including reasonable attorneys' fees incurred by any of them) resulting from or in any way connected with any claim by any other person relating to the operation or condition of the Property prior to Buyer taking actual physical possession of the Property. Effective as of Closing or when Buyer takes physical possession of the Property, whichever is earlier, and to the fullest extent permitted by law, the Buyer hereby agrees to indemnify, and agrees to hold harmless the Seller, from all demands, claims, liabilities, obligations, costs and expenses (including reasonable attorneys' fees incurred by any of them) resulting from or in any way connected with any claim by any other person relating to the operation or condition of the Property subsequent to Buyer taking actual physical possession of the Property.

17.Required Actions of Buyer and Seller. The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions herein.

18. Entry. The Buyer, its agents, and designees shall have reasonable access to the Property for the sole purpose of confirming that it is in substantially the same condition at closing as it was when inspected. The Buyer's right to access does not negate the warranties and covenants contained herein. The Buyer shall indemnify and hold the Seller harmless from any loss, damage, or claim arising out of the Buyer's access to the Property.

19. Default. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, the Buyer shall have the right to pursue any remedy available to it at law or equity, including the specific performance of this Agreement. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, the Seller shall be entitled to retain the deposit as liquidated damages as Seller's sole and exclusive remedy, the parties having agreed that such sum is a reasonable estimation of Seller's damages in the event of Buyer's default and does not constitute a penalty or forfeiture.

20. Assignment. Either party shall have the right to assign its rights and obligations under this Agreement, upon giving prior written notice to the other party, to any person or entity as long as the assignee expressly assumes the obligations of the assigning party and the assignee demonstrates to the other party's satisfaction that it has the financial ability to perform. Any assignee shall succeed to all the rights and remedies under this Agreement, including but not limited to the specific performance of this Agreement. Notwithstanding the foregoing, no such assignment shall relieve a party from its liability under this Agreement up to and through the close of escrow, whereupon that party shall be fully relieved from any further liability under this Agreement.

21. Section 1031 Exchange. If either the Buyer or the Seller wishes to enter into a tax-free exchange under Section 1031 of the Internal Revenue Code, the other party agrees to cooperate including without limitation assigning this Agreement to an accommodation corporation, provided there is no additional cost, risk or liability to the cooperating party.

22. Miscellaneous

22.1 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22.2 Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

22.3 Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records or the delivery at Closing of any assignment of leases, general assignment, or bill of sale.

22.4 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

22.5 Attorney Fees. In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.

22.6 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings

with respect to it. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

22.7 Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

22.8 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.

23. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Idaho. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Idaho.

24. Seller's Acceptance. The foregoing offer by Seller is subject to acceptance by the Buyer by five o'clock (5:00) pm on August 29, 2014. If Buyer has not accepted the foregoing offer by such date and time, the offer shall automatically be deemed withdrawn.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

SELLER:

The Estate of Lyal Christensen

Maureen C. Stephenson

By: Maureen Stephenson, Co-Personal Representative

Date of Execution: 8/23/14

Marcia Burton

By: Marcia Burton, Co-Personal Representative

Date of Execution: 8/26/14

BUYER:

Kolco Insurance Company, Ltd.

Grant Kolnes

By: Grant Kolnes, President

Date of Execution: 8/26/14

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Tract or Lot numbered forty-one (41) of F. B. Smith, Sr. Estate Subdivision in the NE ¼ of Section 33 and SW ¼ of SE ¼ of Section 28 in T. 4 N., R. 2 E., B.M., Ada County, State of Idaho.

N 175 feet of Tract #37 of F. B. Smith, Sr. Estate Subdivision according to Plat thereof, filed in Book 7 of Plats at page 319, records of Ada County, Idaho.

Excepting that portion thereof legally described as follows:

[*see attached description of Lot 1, Block 1*]

DESCRIPTION FOR
PROPOSED LOT 1, BLOCK 1
FINALLY HOME AGAIN SUBDIVISION

A portion of Tract 41 of F.B. Smith Senior Estate Subdivision as file in Book 7 of Plats at Page 319, records of Ada County, Idaho located in the NE1/4 of Section of Section 33, Township 4 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

Commencing at the NE corner of said Section 33 from which the E1/4 corner of said Section 33 bears South 01°21'44" West, 2661.61 feet;

Thence along the East boundary line of said Section 33 South 01°21'44" West, 1326.46 feet;

Thence leaving said East boundary line North 89°11'44" West, 865.89 feet to the NE corner of said Tract 41, said point being the **REAL POINT OF BEGINNING**;

Thence along the East boundary line of said Tract 41 South 00°30'10" West, 99.35 feet;

Thence leaving said East boundary line North 89°13'25" West, 100.73 feet;

Thence North 00°31'30" East, 99.40 feet to a point on the North boundary line of said Tract 41;

Thence along said North boundary line South 89°11'44" East, 100.70 feet to the **REAL POINT OF BEGINNING**. Contains 10,009 square feet, more or less.

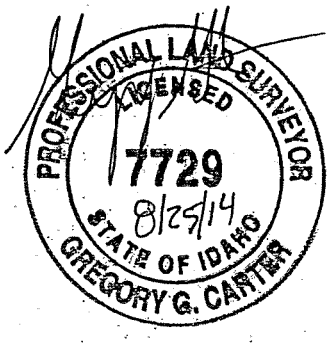


EXHIBIT B

PRELIMINARY PLAT

[*see attached*]

NO. _____
A.M. _____ FILED P.M. _____

SEP 15 2014

CHRISTOPHER D. RICH, Clerk
By LAURA MARTIN
DEPUTY

Ammon C. Taylor, ISB No. 7941
STEWART TAYLOR & MORRIS PLLC
12550 W. Explorer Dr., Ste. 100
Boise, ID 83713

Telephone: (208) 345-3333
Facsimile: (208) 345-4461

Attorney for Applicants, Maureen Stephenson and Marcia Burton

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN THE MATTER OF THE ESTATE OF VIOLA E. CHRISTENSEN Deceased.	CASE NO. CV IE 1417513 LETTERS TESTAMENTARY WITH ACCEPTANCE (I.C. §§ 15-3-602 and 15-3-702)

Maureen Stephenson and Marcia Burton are hereby appointed co-personal representatives/special administrators of the Estate of Viola E. Christensen, deceased, with all authority pertaining thereto. Administration of the estate is unsupervised.

These Letters are issued to evidence the appointment, qualification, and authority of the personal representatives/special administrators.

WITNESS, my signature and the seal of the Court, this 12th day of Sept, 2014.

CHRISTOPHER M. BIETER

STATE OF IDAHO } ss
COUNTY OF ADA }

I CHRISTOPHER D. RICH, Clerk of the District Court of the [illegible] Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original on file in this office. In witness whereof, I have hereunto set my hand and affixed my official seal this 15th day of Sept, 2014.

CHRISTOPHER D. RICH, CLERK
By _____ Deputy

STATE OF IDAHO)
) ss.
County of Ada)

The undersigned persons, hereby accept the appointment to the office of co-personal representatives/special administrators of the Estate of Viola E. Christensen, deceased, and do solemnly swear that they will perform, according to law, the duties of co-personal representatives/special administrators of said estate.

Maureen Stephenson
11059 W. Hickory Drive
Boise, ID 83713

Marcia Burton
4901 W. Tournament Drive
Meridian, ID 83646

SUBSCRIBED AND SWORN to before me this 12th day of September, 2014.

TAMMI KILDOW NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC
My Commission Expires: 12/21/19

File Number: 14239827

ALTA Commitment (6/17/06)

TitleOne
a title & escrow co.

TitleOne Corporation
Authorized Agent for:
Fidelity National Title Insurance Company

SCHEDULE A

1st Revision 9/15/14
Vesting

1. Effective Date: August 21, 2014 at 07:30 AM

2. Policy or Policies to be issued:

X	ALTA Owners Policy (6/17/06)	*Standard Coverage*	Policy Amount:	$528,000.00
	Proposed Insured:		Premium:	$1,891.00
	Kolco Insurance Company, Ltd., an Idaho corporation			
	Endorsements: None Requested		Charge:	$0.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:
The Estates of Viola Christensen also shown of record as Viola E. Christensen, deceased and Lyal D. Christensen, deceased, by Marcia Burton and Maureen Stephenson as Personal Representatives under Probate No. CVIE 2014-14384

5. The land referred to in this Commitment is described as follows:
See Attached Schedule C

TitleOne Corporation
By:

Addie Eldredge, Authorized Signatory

SCHEDULE B-I
Requirements

The following are to be complied with:

1. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.

2. Necessary conveyance to the proposed insured.

3. Because of the provision of the Idaho Homestead law (Chapter 10, Title 55, I.C.), the Company will require: (a) the personal execution and acknowledgement of any deed, deed of trust, mortgage or special power of attorney to convey or encumber the homestead by the vested owner and spouse, if any; or (b) an affidavit, signed by the vested owner and spouse, if applicable, which states (i) that the land described herein is not their principal residence; (ii) the land is not claimed as homestead property; and (iii) their principal residence is located elsewhere, and, if applicable, the vested owner is not married.

4. Delivery to and approval by the Company of documentation authorizing the transaction and setting forth the parties authorized to execute documents on behalf of Kolco Insurance Company, Ltd., an Idaho corporation.

5. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.

6. NOTE: According to the available records, the purported address of said land is:
2217 W Smith Ave, Boise, ID 83702

7. In order to delete Exception No. 11, the company will require a statement from the Estate Attorney or Estate Accountant regarding the Estate Taxes in the Matter of the Estate of Viola Christensen and Lyal D. Christensen, deceased.

SCHEDULE B-II
Exceptions From Coverage

Note: The Policy (or Policies) may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Any policy we issue will have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 6 will be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Rights or claims of parties in possession not shown by the public records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.

7. Taxes, including any assessments collected therewith, for the year 2014 which are a lien not yet due and payable.

Taxes for the year 2013 are paid in full.
Parcel Number: R7997000771
Original Amount: $1,509.24

8. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby.

9. The land described herein is located within the boundaries of Northwest Boise Sewer District (208-344-5991) and is subject to any assessments levied thereby.

10. Easements, reservations, restrictions, and dedications as shown on the official plat of said subdivision.

11. The company hereby takes exception to any Estate Tax in the matter of the Estate of Viola Christensen and Lyal Christensen, deceased.

(End of Exceptions)

SCHEDULE C

Legal Description:

The North 175 feet of Tract #37 of F.B. Smith Senior Estates Subdivision, according to the plat thereof, filed in Book 7 of Plats at Page 319, official records of Ada County, Idaho

And

Tract or Lot numberd forty-one (41) of the F.B. Smith, Senior, Estate Subdivision, according to the official plat filed in Book 7 of Plats at Page 319, Ada County, Idaho.

NO. _____
A.M. _____ FILED P.M. _____

JUL 25 2014

CHRISTOPHER D. RICH, Clerk
By ROSE WRIGHT
DEPUTY

Ammon C. Taylor, ISB No. 7941
STEWART TAYLOR & MORRIS PLLC
12550 W. Explorer Dr., Ste. 100
Boise, ID 83713

Telephone: (208) 345-3333
Facsimile: (208) 345-4461

Attorney for Applicants, Maureen Stephenson and Marcia Burton

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN THE MATTER OF THE ESTATE OF LYAL DARWIN CHRISTENSEN Deceased.	CASE NO. ~~CV IE~~ CV IE 1414384 LETTERS TESTAMENTARY WITH ACCEPTANCE (I.C. §§ 15-3-602 and 15-3-702)

Maureen Stephenson and Marcia Burton are hereby appointed co-personal representatives/special administrators of the Estate of Lyal Darwin Christensen, deceased, with all authority pertaining thereto. Administration of the estate is unsupervised.

These Letters are issued to evidence the appointment, qualification, and authority of the personal representatives/special administrators.

WITNESS, my signature and the seal of the Court, this 24th day of July, 2014.

STATE OF IDAHO
COUNTY OF ADA
I, CHRISTOPHER D. RICH, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original on file in this office. In witness thereof, I have hereunto set my hand and affixed my official seal this 25 day of July, 2014.
CHRISTOPHER D. RICH, CLERK
By _____ Deputy

CHRISTOPHER M. BIETER

MAGISTRATE

COPY

STATE OF IDAHO)
) ss.
County of Ada)

The undersigned persons, hereby accept the appointment to the office of co-personal representatives/special administrators of the Estate of Lyal Darwin Christensen, deceased, and do solemnly swear that they will perform, according to law, the duties of co-personal representatives/special administrators of said estate.

Maureen Stephenson
11059 W. Hickory Drive
Boise, ID 83713

Marcia Burton
4901 W. Tournament Drive
Meridian, ID 83646

SUBSCRIBED AND SWORN to before me this 22nd day of July, 2014.

TAMMI KILDOW NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC
My Commission Expires: 12/21/19

File Number: 14239827
Policy Number: 27306-93680024

ALTA Owner's Policy (6/17/06)

TitleOne
a title & escrow co.

TitleOne Corporation
Authorized Agent for:
Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Insurance Company
601 Riverside Avenue, Building 5, 4th Floor
Jacksonville, FL 32204

File Number: 14239827

Policy Number: 27306-93680024

Date of Policy: June 11, 2015 at 10:33AM

Amount of Insurance: $528,000.00

Premium: $1,891.00

Property Address Reference: Lots 2-10, Block 1, Finally Home Again Subdivision, Boise, ID 83702

1. **Name of Insured:**
   Legacy Development, LLC and Kolnes Family Limited Liability Limited Partnership

2. **The estate or interest in the land that is insured by this policy is:**
   Fee Simple

3. **Title is vested in:**
   Legacy Development, LLC, an Idaho limited liability company (as to Lots 2-9) and Kolnes Family Limited Liability Limited Partnership, an Idaho limited liability limited partnership (as to Lot 10)

4. **The Land referred to in this policy is described as follows:**
   See Attached Schedule C

TitleOne Corporation
By:

Addie Eldredge

Addie Eldredge, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 14239827
Policy Number: 27306-93680024

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.

7. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.

Note: New Parcel number for the year 2015.
Parcel Number: Not yet assigned

Note: Taxes for the year 2014 are paid in full.
Parcel Number: R7997000771
Original Amount: $1,647.04

8. Real property taxes which may be assessed, levied and extended on any "subsequent and/or occupancy roll" with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.

9. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby. Paid Current.

10. The land described herein is located within the boundaries of Northwest Boise Sewer District (208-344-5991) and is subject to any assessments levied thereby. Paid Current.

11. Liens, levies, and assessments of the Finally Home Again Homeowners Association, Inc. Paid Current.

12. Easements, reservations, restrictions, and dedications as shown on the official plat of F. B. Smith Senior Estates Subdivision.

13. Easements, reservations, restrictions, and dedications as shown on the official plat of Finally Home Again Subdivision.

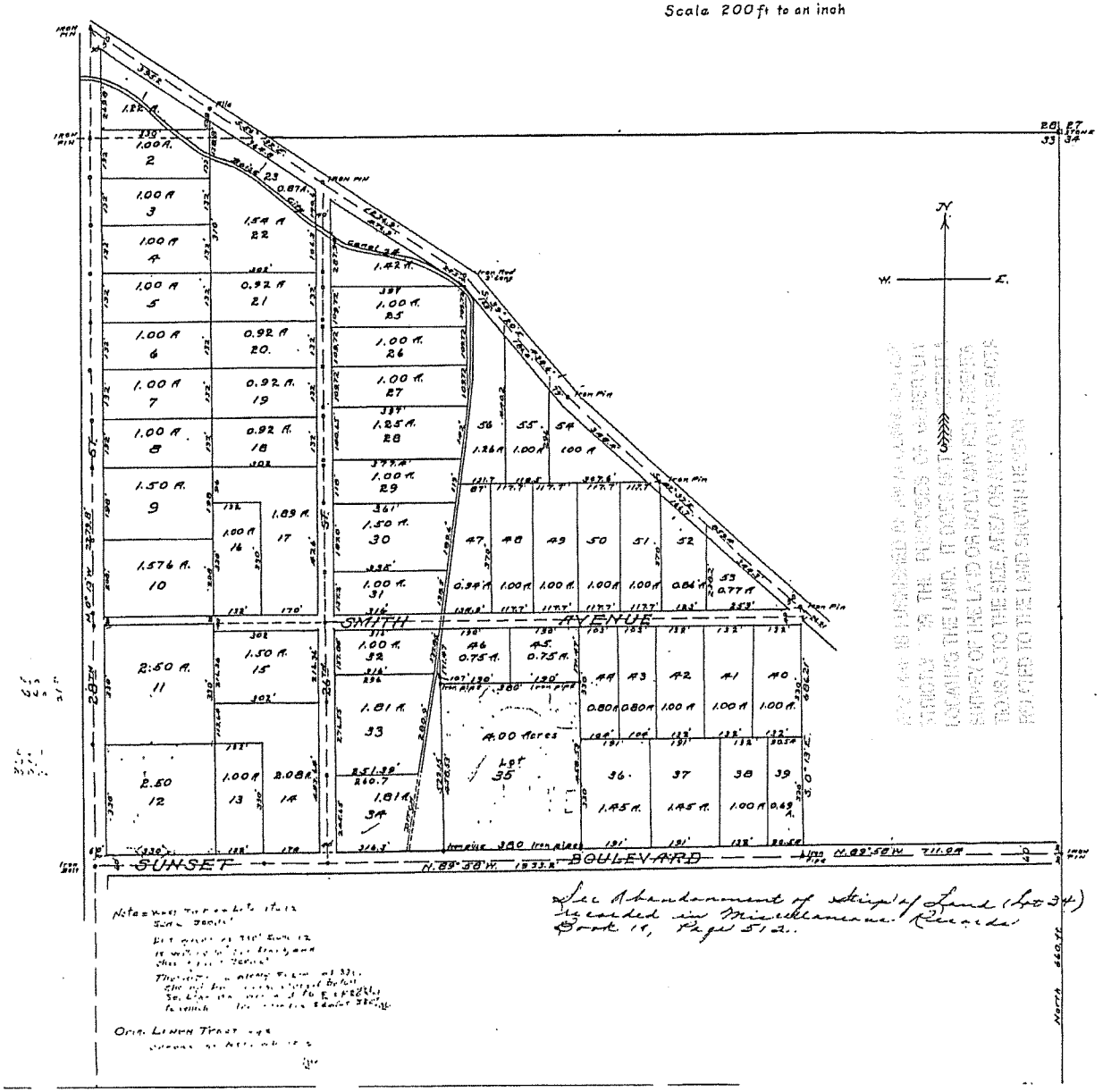
14. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: June 11, 2015
Instrument No.: 2015-051082

SCHEDULE C
Legal Description

Lots 2 through 10 in Block 1 of Finally Home Again Subdivision, according to the official plat thereof, filed in Book 108 of Plats at Pages 15223 - 15225, records of Ada County, Idaho.

PLAT
OF
F.B.SMITH SENIOR ESTATE SUBDIVISION
IN
N.E¼ SEC. 33 & S.W¼ OF SE¼ SEC. 28 T. 4 N., R. 2 E.B.M.

Scale 200 ft to an inch



KNOW ALL MEN BY THESE PRESENTS,

That the F.B.Smith Senior Estate, a corporation, does hereby certify and declare that it is now the owner of the tract of land herein-after described and hereby platted as F.B.Smith Senior Estate Subdivision, except that part marked thereon "Lot 35." Beginning at the ¼ corner common to Sec's 33 and 34, T.4N.R.2E. B.M. thence North along section Line 660ft, to center Line of Sunset Boulevard, thence N.89°58'W. 711.0A ft. along center Line of Sunset Boulevard to the real place of Beginning, thence continuing N.89°58'W. along the center of Sunset Boulevard, 1933.2 ft. to the center of 28th Street, thence N.0°13'W. along the center of 28th Street 2279.8 ft. to the center of the Foot Hill Road thence S.54°32'E. (along center of Foot Hill Road 1234.9 ft. thence S.39°20'E. along center of Foot Hill Road 430.6 ft, thence S.47°37'E. along center of Foot Hill Road 859.4 ft, thence S 0°13'E 686.21 ft to the real place of beginning.

And that we Kate Couzens and Samuel Couzens her husband do hereby certify and declare that the said Kate Couzens is the owner of said portion of said plat marked thereon "Lot 35."

And the parties hereto do hereby donate and dedicate to the public forever all Streets and Alleys shown on the said plat.

In witness whereof the said F.B.Smith Senior Estate has caused these presents to be duly executed pursuant to resolutions of its Board of directors, and the said Kate Couzens and Samuel Couzens, have here unto set their hands and seals this 14th day of March, 1923.

F.B.Smith Senior Estate.
By Franklin B.Smith
President

(SEAL) Attest: Ben St Smith
Secretary

Kate Couzens
Samuel Couzens

State of Idaho } SS.
County of Ada }

On this 14th day of March 1923 before me Effie D. Dexter a notary public in and for said State of Idaho, Personally appeared Franklin B.Smith known to me to be the president of the corporation that executed the above dedication and acknowledged to me that such corporation executed the same; and also on this 14th day of March 1923 before me, Personally appeared Kate Couzens and Samuel Couzens, her husband, known to me to be the persons whose names are subscribed to the above dedication, and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) Effie D. Dexter
Notary Public for State of Idaho
Residing at Boise, Idaho

I, D.O. Stevenson, A licensed Surveyor, do hereby certify that the following is a correct description of the land included in the accompanying plat of the F.B.Smith Senior Estate Subdivision, to wit; beginning at the ¼ Cor. common to Sec's 33 and 34, T.4N.R.2E.B.M. thence north along section Line 660ft. to the center Line of Sunset Boulevard, thence N.89°58'W. 711.0A ft. along the center Line of Sunset Boulevard to the real place of beginning thence continuing N.89°58'W. along the center of Sunset Boulevard 1933.2 ft. to the center of 28th Street, thence N.0°13'W. along the center of 28th Street 2279.8 ft. to the center of the Foot Hill Road, thence S.54°32'E. along center of Foot Hill Road 1234.9 ft. thence S.39°20'E. along center of Foot Hill Road 430.6 ft, thence S.47°37'E. along center of Foot Hill Road 859.4 ft, thence S 0°13'E. 686.21 ft, to the real place of beginning, Areas and distances shown on the plat extend to the center of adjacent Streets, except as to Lot 35.

Dated: Boise, Idaho.
March 14, 1923

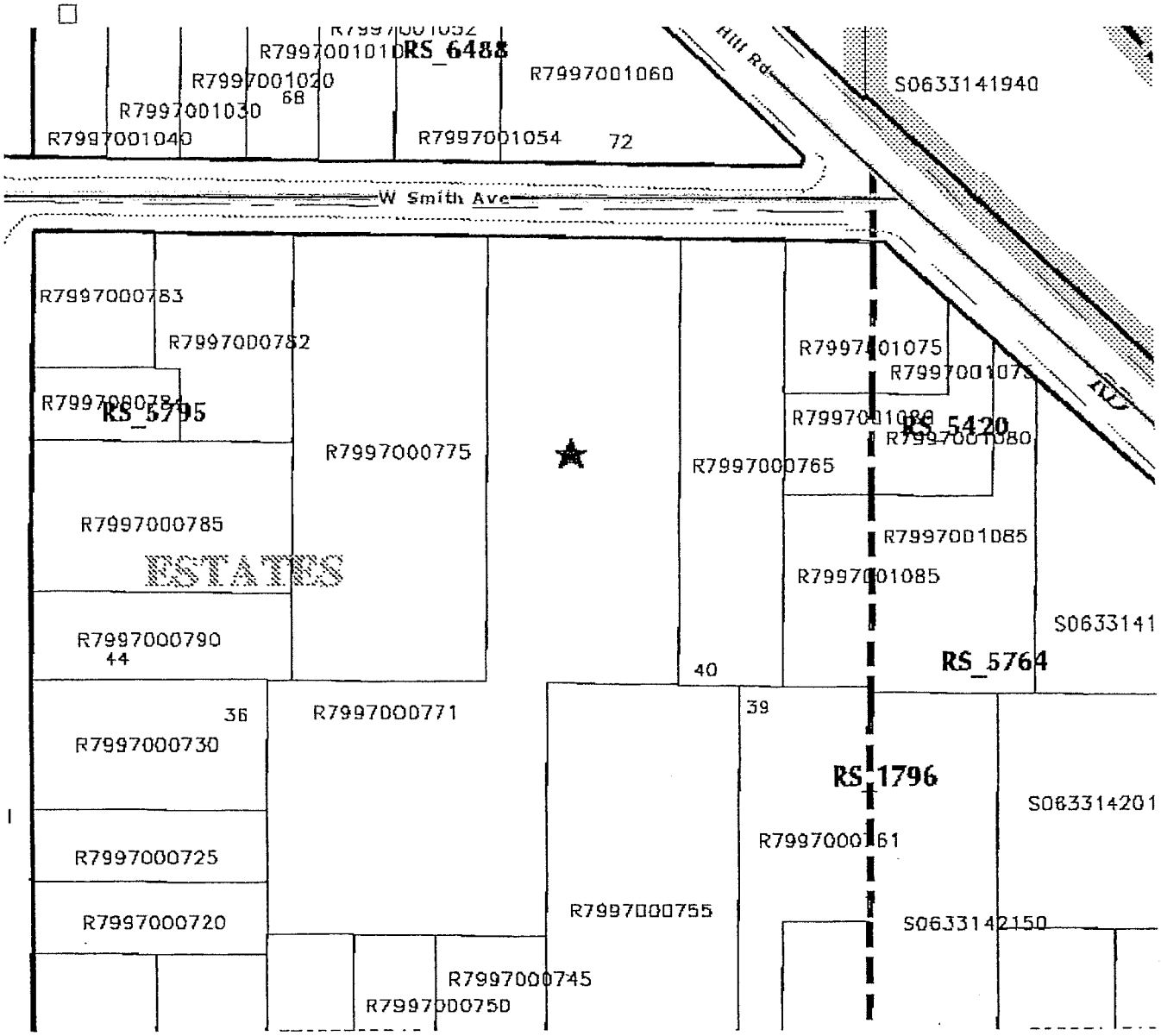
D. O. Stevenson
Licensed Surveyor of
Boise City, Idaho.

State of Idaho } SS. 105399
County of Ada }

I hereby certify that this instrument filed for record at the request of F.B.Smith at 45 minutes past 11 o'clock A.M. this 30th day of April 1923 in my office and duly recorded in book 7 of Plat Books at page 319

Fee $3.50

Stephen Lotter
Ex-Officio Recorder
By Frances Wood
Deputy



+ Map Export Menu

Print Format: JPG

Export Image Only | Image and Template

+ Map Graphics Tools

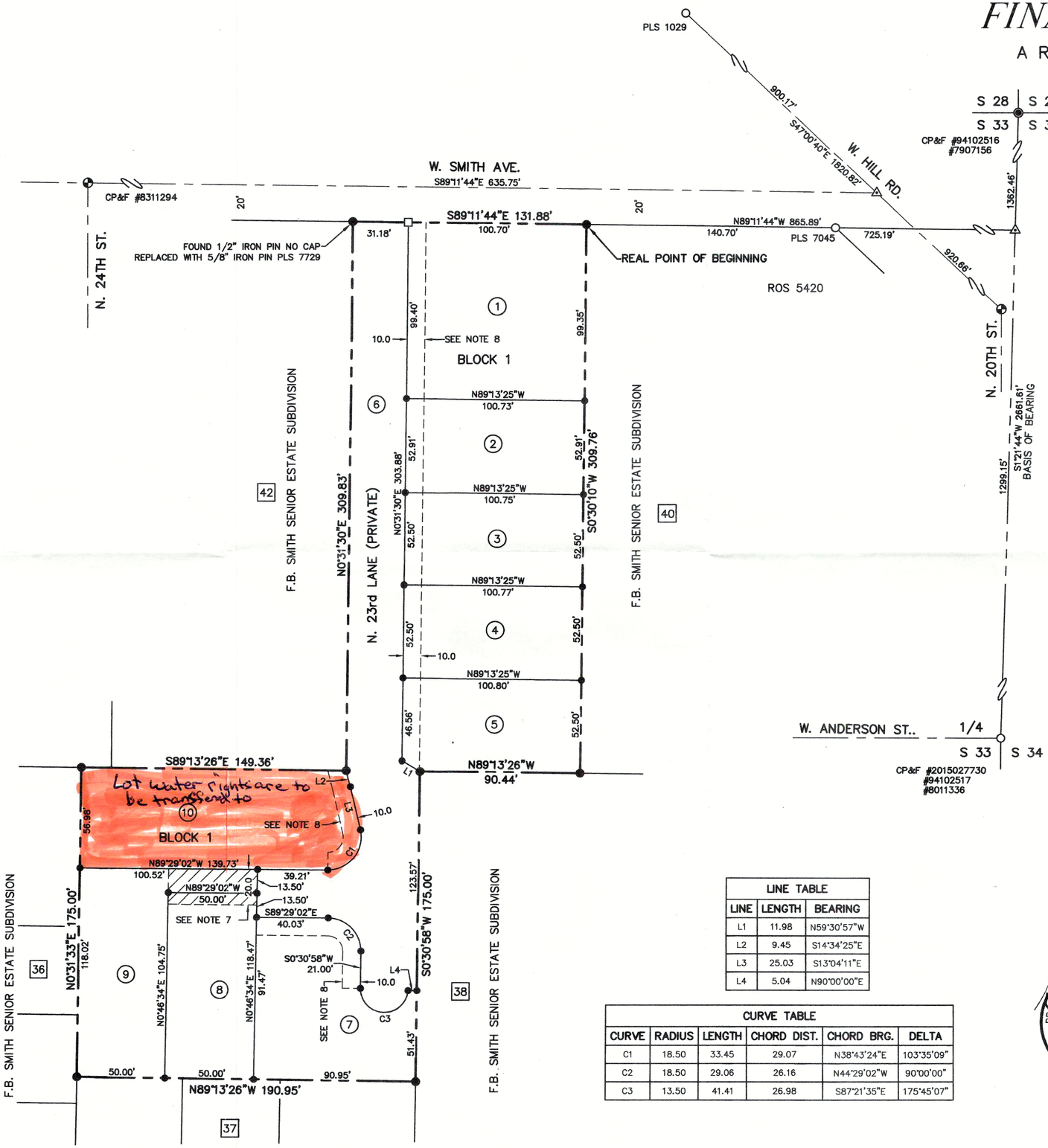
+ Map Select Tools

Instrument # 2015-049733 BK 108 Pg 15223

PLAT SHOWING

FINALLY HOME AGAIN SUBDIVISION

A RE-SUBDIVISION OF LOT 41 AND A PORTION OF LOT 37
OF F.B. SMITH SENIOR ESTATE SUBDIVISION
LOCATED IN THE NE 1/4 OF SECTION 33,
T.4N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
2015



LINE TABLE		
LINE	LENGTH	BEARING
L1	11.98	N59°30'57"W
L2	9.45	S14°34'25"E
L3	25.03	S13°04'11"E
L4	5.04	N90°00'00"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	18.50	33.45	29.07	N38°43'24"E	103°35'09"
C2	18.50	29.06	26.16	N44°29'02"W	90°00'00"
C3	13.50	41.41	26.98	S87°21'35"E	175°45'07"

N

0 10 20 40 80 120

SCALE: 1" = 40'

LEGEND

- FOUND 1/2" IRON PIN REPLACED WITH 5/8" IRON PIN WITH CAP PLS 7729
- FOUND 5/8" IRON PIN AS NOTED
- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- SET PK NAIL AND WASHER MARKED PLS 7729
- SET 1/2 IRON PIN WITH CAP PLS 7729
- SET 5/8" IRON PIN WITH CAP PLS 7729
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- EASEMENT LINE (SEE NOTE 8)
- LOT LINE
- CENTERLINE
- (7) LOT NO.
- [41] LOT NO. NO. PER F.B. SMITH SENIOR ESTATE SUBDIVISION
- COMMON DRIVEWAY AND PUBLIC UTILITY EASEMENT. SEE NOTE 7

NOTES

1) MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS ESTABLISHED IN THE ZONING ORDINANCE.
2) DIRECT LOT ACCESS TO W. SMITH AVE. IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE ADA COUNTY HIGHWAY DISTRICT AND BOISE CITY.
3) ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS EXCEPT FOR LOT 6, BLOCK 1 TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
4) ALL LOTS IN THIS SUBDIVISION SHALL TAKE ACCESS FROM N. 23RD LANE (PRIVATE ROAD) WHICH SHALL BE MAINTAINED AS PROVIDED FOR IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIS SUBDIVISION.
5) THIS DEVELOPEMENT RECOGNIZES IDAHO CODE SECTION 31-3805, DELIVERY OF WATER. THIS SUBDIVISION CURRENTLY HAS NO SURFACE IRRIGATION RIGHTS AND IS NOT LOCATED WITHIN THE BOUNDARIES OF AN IRRIGATION DISTRICT, AND THE REQUIREMENTS OF SECTION 31-3805 ARE NOT APPLICABLE.
6) LOT 6, BLOCK 1 IS A COMMON LOT AND SHALL HAVE A PERPETUAL BLANKET DRIVEWAY ACCESS, PUBLIC UTILITIES, DRAINAGE AND BOISE CITY SANITARY SEWER EASEMENT. LOT 6, BLOCK 1 SHALL BE OWNED BY AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7) LOTS 8 & 9, BLOCK 1 SHALL BE SUBJECT TO A COMMON DRIVEWAY ACCESS EASEMENT FOR THE BENEFIT OF LOTS 8, 9 AND 10, BLOCK 1 AS SHOWN ON THIS PLAT. VEHICLE ACCESS TO LOTS 8, 9 AND 10, BLOCK 1 SHALL BE PROVIDED FROM THE COMMON DRIVEWAY AND NOT FROM N. 23RD LANE.
8) LOTS 1, 2, 3, 4, 5, 7 AND 10, BLOCK 1 SHALL BE SUBJECT TO A 10' WIDE PUBLIC UTILITIES AND A STORM DRAIN EASEMENT FOR THE RESIDENTS OF FINALLY HOME AGAIN SUBDIVISION AS SHOWN ON THIS PLAT.

PROFESSIONAL LAND SURVEYOR LICENSED
7729
6/2/15
STATE OF IDAHO
GREGORY G. CARTER

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

No. **L 5213**	**Due no later than May 31, 2016** **Annual Report Form**	2. Registered Agent and Address **(NO PO BOX)**
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 **NO FILING FEE IF RECEIVED BY DUE DATE**	**1. Mailing Address: Correct in this box if needed.** KOLNES FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP GRANT KOLNES PO BOX 1029 EAGLE ID 83616	STEPHEN H TELFORD 208 12TH AVE ROAD NAMPA ID 83686 3. New Registered Agent Signature:*

Office Held	Name	Street or PO Address	City	State	Country	Postal Code
GENERAL PARTNER	KOLNES FAMILY MANAGEMENT LLC	1303 12TH AVE S	NAMPA	ID		83651

5. Organized Under the Laws of:	6. Annual Report must be signed.*	
ID **L 5213**	Signature: Grant Kolnes	Date: 05/10/2016
	Name (type or print): Grant Kolnes	Title: General Partner

Processed 05/10/2016 * Electronically provided signatures are accepted as original signatures.

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

May 19, 2016

KOLNES FAMILY LIMITED PARTNERSHIP
PO BOX 1029
EAGLE ID 83616

Re: Change in Water Right Ownership: Water Right No. 63-4398(Split into 63-4398 and 63-34230)

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.

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

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

May 19, 2016

LYAL D CHRISTENSEN
VIOLA E CHRISTENSEN
2217 SMITH AVE
BOISE ID 83702

Re: Change in Water Right Ownership: Water Right No. 63-4398(Split into 63-4398 and 63-34230)

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

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

May 4, 2016

KOLNES FAMILY LIMITED PARTNERSHIP
PO BOX 1029
EAGLE ID 83616

RE: Ownership Change Water Right: 63-4398

Dear Property Owner:

The Department of Water Resources acknowledges receipt of your request for a Notice of Change of Water Right Ownership on water right 63-4398. After reviewing your request, it was determined additional information or fees will be needed to complete this request.

Water right 63-4398 was originally appurtenant to a parcel of land owned by Lyal D and Viola E Christensen. The parcel was subdivided in 2015 into 10 lots and became the Finally Home Again Subdivision. The deeds provided do not cover Lot 1, Block 1 of this subdivision. The Department will require an additional fee of **$75** to split this water right, or documents from Jeffrey S and Anja W Hunter, owners of Lot 1, Block 1, Finally Home Again Subdivision, relinquishing their interest in the domestic use and a portion of the irrigation use of water right 63-4398.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is $25 **per** water right, except for ownership changes resulting in the division of a water right, which is $100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed.

Because the Department cannot process the ownership change without proper information, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Please contact me at 208-287-4942 if you have any questions.

Sincerely,

Jean Hersley
Technical Records Specialist II