

RECEIVED

JUN 17 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
63-10397	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-151	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Leland R Nevill and Sara L Nevill
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael D. Burdge & Vickie L. Burdge Trustees of the Burdge Family Trust dated 6/20/2002
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 18885 Evening Breeze Circle Huntington Beach CA 92648
Mailing address City State ZIP
- (714)842-8642 mdburdge@burdgelogistics.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: 5/28/2015
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.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 63-151

8. Signature: [Signature] Michael Trustee Burdge Family Trust 6/10/2015
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Vickie Trustee - Burdge Family Trust 6/10/2015
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by Burke S. Date 6/17/2015 Receipt No. W043198 Receipt Amt. 50. -

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

Name on W-9 X Approved by [Signature] Processed by [Signature] Date 7/14/15



Order Number: 15250557

Warranty Deed

For value received,

Leland R. Nevill and Sara L. Nevill, husband and wife

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

Michael D. Burdge and Vickie L. Burdge Trustees of the Burdge Family Trust established June 20, 2002

whose current address is 18885 Evening Breeze Circle Huntington Beach, CA 92648

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

Parcel I:

All that property described in a Warranty Deed, recorded as Instrument No. 9628524, being Lots 2, 3 and 6 and the Northeast quarter of the Southwest quarter of Section 31, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho.

Except the following:

A tract of land being a portion of Lot 2 and a portion of Lot 3, all of Lot 6 and a portion of the Northeast quarter of the Southwest quarter of Section 31, Township 5 North, Range 4 East, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Commencing at the Southwest corner of said Section 31; thence North 01°02'15" East 1313.65 feet to an aluminum cap monument marking the Southwest corner of Lot 6 of said Section 31, being the Point of Beginning; thence continuing North 01°03'50" East 1314.08 feet to an aluminum cap monument marking the West quarter corner of said Section 31 also being the Southwest corner of said Lot 2; thence South 89°43'09" East 674.15 feet along the South line of said Lot 2; thence North 06°19'10" East 341.21 feet; thence North 75°46'00" East 1020.40 feet; thence North 83°53'49" East 107.12 feet to a point in the approximate centerline of a side channel of the Boise River; thence along said approximate centerline the following twelve (12) courses:

South 08°28'02" East 146.27 feet; thence
South 29°07'44" East 118.34 feet; thence
South 08°46'53" East 87.01 feet; thence
South 33°46'01" East 153.63 feet; thence
South 47°30'11" East 75.05 feet; thence
South 72°30'20" East 195.00 feet; thence
North 56°39'19" East 104.45 feet; thence
South 81°16'32" East 65.05 feet; thence
South 11°47'03" East 53.33 feet; thence
South 18°54'27" West 49.23 feet; thence
South 28°35'56" East 37.56 feet; thence
South 81°23'46" East 64.54 feet to a point on the East line of said Northeast quarter of the Southwest quarter of Section 31; thence leaving said approximate centerline and following said East line of the Northeast quarter of the Southwest quarter
South 01°16'22" West 1265.78 feet to the Southeast corner of said Northeast quarter of the Southwest quarter; thence
North 89°33'37" West 1318.11 feet to the Southwest corner of said Northeast quarter of the Southwest quarter, also being the Southeast corner of said Lot 6; thence along the South line of said Lot 6
North 89°34'45" West 1132.94 feet to the Point of Beginning.

Parcel II:

A 30.00 foot wide Easement for ingress and egress located on a portion of Parcel 1 as shown on a Record of Survey recorded as Instrument No. 200401115, records of Canyon County, Idaho said easement being situated on a portion of the Northeast quarter and the Southeast quarter of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

Commencing at the East quarter corner of said Section 36; thence
North 01°02'34" East 150.00 feet along the East line of said Northeast quarter to the Point of Beginning; thence
continuing along said East line
North 01°02'34" East 30.11 feet; thence leaving said East line
South 86°05'12" West 56.55 feet; thence
South 24°30'14" West 192.00 feet to a point on the South line of said Northeast quarter; thence along said South line
North 89°17'50" West 264.52 feet to a point on the East line of a 60.00 foot wide Public Roadway Easement as
shown on Record of Survey Instrument No. 200579796, records of Canyon County; thence leaving said South line
and following said East line of the Public Roadway Easement
South 00°42'10" West 30.00 feet; thence leaving said East line of the Public Roadway Easement
South 89°17'50" East 284.07 feet; thence
North 24°30'14" East 193.68 feet; thence
North 86°05'12" East 36.07 feet to the Point of Beginning.

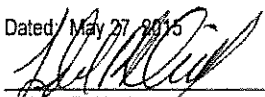
Parcel III:

A 25.00 foot wide Irrigation Ditch Easement located across, records of Canyon County, Idaho being a portion of Lot 3 and a portion of the Northeast quarter of the Southwest quarter of Section 31, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho, said Easement being 12.5 feet on each side of the following described centerline:

Commencing at the South quarter corner of said Section 31; thence
North 01°16'22" East 1320.19 feet to the Southeast corner of said Northeast quarter of the Southwest quarter of said
Section 31; thence continuing
North 01°16'22" East 12.83 feet along the East line of said Northeast quarter of the Southwest quarter to the Point of
Beginning; thence leaving said East line and following said centerline
North 89°34'28" West 26.65 feet; thence
North 02°59'35" East 153.98 feet; thence
North 00°01'28" East 279.05 feet; thence
North 76°45'42" West 97.31 feet; thence
North 21°03'37" East 112.10 feet; thence
North 43°34'35" East 73.60 feet; thence
North 57°16'00" West 764.91 feet; thence
North 21°22'45" East 149.41 feet; thence 180.30 feet, along a curve to the left, said curve having a radius of 300.00
feet, a delta angle of 34°26'04" and a chord bearing and distance of North 04°09'43" East 177.60 feet; thence
North 13°03'18" West 324.47 feet; thence
North 08°53'20" West 251.08 feet to a point on the South line of Parcel A as shown on a Record of Survey, Property
Boundary Adjustment, recorded as Instrument No. 2013-005317, records of Canyon County, Idaho, being the Point
of Terminus of said Easement, from which said Southeast corner of the Northeast quarter of the Southwest quarter
bears South 20°17'44" East 2047.18 feet.

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.

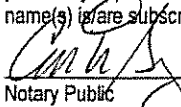
Dated: May 27, 2015


Ieland R. Nevill


Sara L. Nevill

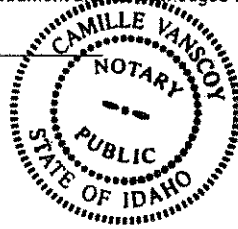
State of Idaho, County of Ada, ss.

On this 28th day of May in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Leland R. Nevill and Sara L. Nevill, 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.


Notary Public

My Commission Expires:
(seal)

Residing at: Meridian, ID
Commission Expires: 9/13/2018

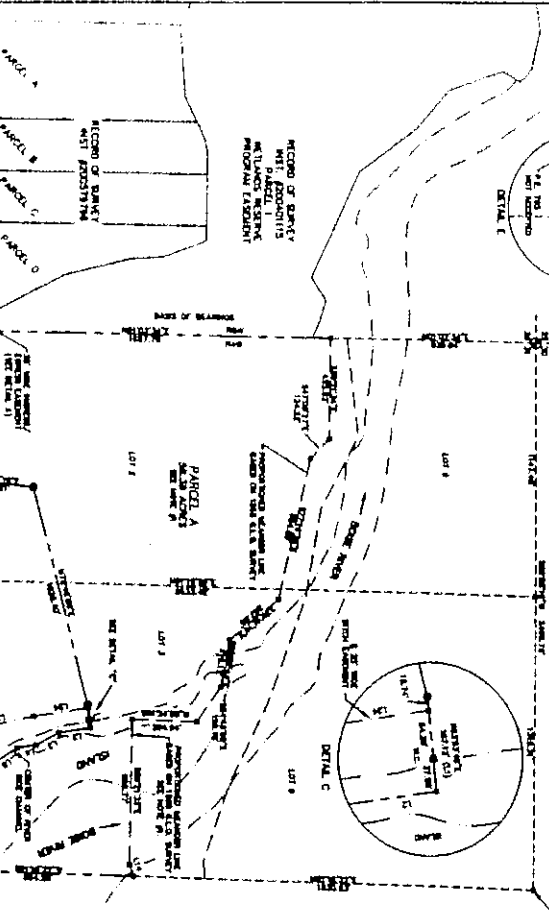


SURVEY
QUADRANT CONSULTING INC

RECORD OF SURVEY
PROPERTY BOUNDARY ADJUSTMENT SURVEY
FOR THE THORNDIKE AND LEE TRACTS

LOTS 2, 3 AND 6 AND THE NE 1/4 SW 1/4, SECTION 31, T.5N., R.4W., B.1A,
CANYON COUNTY, IDAHO
2013

SEE ORIGINAL IN RECORDER'S
OFFICE N

[illegible]

NOTES

[illegible]

CAPITULATES OF SUBVERSION

1. AFTER RE-EXAMINATION, DO HERBERT CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IOWA AND THAT THIS MAP REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND COMPLIES WITH ACCEPTED STANDARDS OF SURVEYING AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

7876
FBI - NEW YORK
JAN 11 1968
1-1-18

Quadrant Consulting Inc.
344-511-0088
344-511-0089

(201) 343-6000 (201) 343-6000 FAX

Close

10/8/2010

WATER RIGHT NO. 63-10397

Priority Date: 03/06/1987

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
BOISE RIVER	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
STOCKWATER	10/01	3/31	0.02 CFS	0.7 AFA
WILDLIFE	10/01	3/31	3 CFS	
RECREATION	10/01	3/31	3 CFS	
Total Diversion			3 CFS	

Location of Point(s) of Diversion:

BOISE RIVER|SENW Lt 3|Sec. 31|Township 05N|Range 04W|CANYON County

Licensed Diversion Capacity: 5.8

Place(s) of use:

Place of Use Legal Description: STOCKWATER CANYON County

[illegible]

Place of Use Legal Description: WILDLIFE CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
05N	04W	31	2	SWNW		3	SEW							

Place of Use Legal Description: RECREATION same as WILDLIFE

Conditions of Approval:

1. Stockwater use is for 100 range cattle.
2. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. 63 .
3. R42 A lockable measuring device of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
4. 004 The issuance of this right does not grant any right-of-way or easement across the land of another.

Dates:

Licensed Date: 09/16/1992

Decreed Date:

Permit Proof Due Date: 5/1/1989

Permit Proof Made Date: 4/5/1989

Permit Approved Date: 4/30/1987

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 03/06/1987

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 63

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

12/9/2014

WATER RIGHT NO. 63-151

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LELAND R NEVILL
Current Owner	SARA L NEVILL 8442 THUNDER MOUNTAIN DR BOISE, ID 83709 (208)362-6820
Original Owner	MARTHA BOWMAN
Original Owner	JOHN S SWISHER NOTUS, ID

Priority Date: 06/01/1865
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
BOISE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	11/15	0.54 CFS	
Total Diversion			0.54 CFS	

Location of Point(s) of Diversion:

BOISE RIVER|SWSW Lt 5|Sec. 34|Township 05N|Range 04W|CANYON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION CANYON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	04W	31	2	SWNW	15									

Total Acres: 15

Conditions of Approval:

1. C18 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. Section 42-1412(6), Idaho Code. Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9)
2. S49 is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576. Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
3. 183
4. SD1 This right originated as all or part of right no.19 in the Stewart Decree and the historic Boise River Water Masters records.

Dates:

Licensed Date:

Decreed Date: 02/06/2009

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:



RE-13 COUNTER OFFER # 3 (Three) (1,2,3 etc)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

JULY 2014 EDITION
 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.

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 04/14/15

ADDRESS: TBD 58 +/- Acres Boise River Road ID# ID# BET-41115

BUYER: Burdge Family Trust

SELLER: Leeland Nevill Sara Nevill

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☐ 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 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☒ 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 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

1. Purchase Price to be \$490,000.00
2. \$20,000 Earnest Money to be deposited in trust account upon acceptance by Buyer and Seller.
3. Closing date to be on or before May 28, 2015.
4. Due diligence deadline to be May 18, 2015. During the due diligence period, Seller to provide information on the property regarding Water rights, lease and rental agreements, and other information they have at their disposal. Buyer to source other information (including zoning and building permits) from the appropriate Government offices. Earnest money to be fully refundable through the due diligence/inspection period.
5. No equipment or irrigation equipment to be included in the sale as they are the renters.

END

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): 04/23/15 at 1:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

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

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

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

BUYER Michael D Burdge Date 04/21/2015 Time 5:13 PM ☐ A.M. ☐ P.M.

BUYER Vickie L Burdge Date 04/22/2015 Time 1:33 PM ☐ A.M. ☐ P.M.

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JULY 2014 EDITION

RE-13 COUNTER OFFER

Page 1 of 1





RE-13 COUNTER OFFER # 2 (Two) (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.



This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 04/14/15

ADDRESS: TBD SR 11/ Acres Boise River Road ID# ID# RFT-41315

BUYER: Burdge Family Trust

SELLER: Leeland Nevill Sara Nevill

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:

☐ 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 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☒ 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 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

1. Purchase Price to be \$475,000.00

2. \$20,000 Earnest Money to be deposited in trust account upon acceptance by Buyer and Seller.

3. Closing date to be on or before May 4, 2015.

4. Due diligence deadline to be May 4, 2015. During the due diligence period, Seller to provide information on the property regarding Water rights, lease and rental agreements, and other information they have at their disposal. Buyer to source other information (including zoning and building permits) from the appropriate Government offices. Earnest money to be fully refundable through the due diligence/inspection period.

5. No equipment or irrigation equipment to be included in the sale as they are the renters.

6. Buyer will work with tenant after closing to determine if Buyer will continue to rent to the tenant.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): 04/18/15 at 5:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

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

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

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

BUYER Michael D Burdge Date 04/17/2015 Time 6:00 PM ☐ A.M. ☐ P.M.

BUYER Vickie L Burdge Date 04/17/2015 Time 8:32 PM ☐ A.M. ☐ P.M.

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 Idaho Association of REALTORS® The Power to Buy, Sell & Lease Real Estate	RE-13 COUNTER OFFER # <u>1</u> (1,2,3 etc.) THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS 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	JULY 2014 EDITION Page 1 of 1 
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1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 4/14/2015

2 ADDRESS: TBD 58 +/- Acres Boise River Road ID#: BFT-41315

3 BUYER: Burdge Family Trust

4 SELLER: Leeland Nevill Sara Nevill

5 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 6 ☒ 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
 7 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

8 ☐ 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
 9 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

10 1. Purchase Price shall be \$520,000.

11 2. During the Due Diligence period, Seller to provide information on the property
 12 regarding Water rights, lease and rental agreements, and other information they
 13 have at their disposal. Buyer to source other information (including zoning and
 14 building permits) from the appropriate Government offices.

15 3. No equipment or irrigation equipment to be included in the sale as they are the
 16 renters.

17 4. Renter to have 60 days from end of due diligence period to remove his
 18 possessions from the property:

19 5. Upon acceptance and until Buyer deposits the earnest money, Seller shall have
 20 the right to continue to market the property and accept other offers. If this
 21 occurs, seller shall have the choice to move another offer into first position and
 22 put this offer in second position. Buyer can deposit earnest money at any time
 23 prior to the end of the 20 day due diligence period and remove this condition.

24 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 25 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 26 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 27 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 28 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

29 If a signed acceptance is not delivered on or before (date): 4/17/15 at 6:00 ☐ A.M. ☒ P.M.
 30 this Counter Offer shall be deemed to have expired.

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

34 SELLER Leeland Nevill Date 04/16/2015 Time 12:49 PM ☐ A.M. ☐ P.M.

35 SELLER Sara Nevill Date 04/16/2015 Time 12:52 PM ☐ A.M. ☐ P.M.

36 4/16/2015 12:52:08 PM

37 BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

38 BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.



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

JULY 2014
EDITION



Page 1 of 6

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# BFT-41315

DATE 04/14/15

LISTING AGENCY Knife Land Company

Office Phone # 208-345-3163

Fax # 208-344-0936

Listing Agent Jancy Knipe E-Mail jancy@knipeland.com

Phone # 208-345-3163

SELLING AGENCY The Smack Group

Office Phone # 208-287-8770

Fax # 208-287-8771

Selling Agent T.R. Smack E-Mail tr@thesmackgroup.com

Phone # 208-287-8770

1. BUYER Budge Family Trust

(Hereinafter called "BUYER") agrees to purchase, and SELLER Leland R. Nevill

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

COMMONLY KNOWN AS TBD 58.2 Acres - Boise River Road

City Caldwell County Canyon Idaho, Zip 83607 legally described as

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

2. \$ 475,000.00 PURCHASE PRICE: Four Hundred Seventy-Five Thousand DOLLARS,

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

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 BE SUBJECT TO ANY FINANCING CONTINGENCY. If this is not an all cash offer and an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements of the SELLER. This Agreement is only subject to a satisfactory appraisal and final lender underwriting after the release of all contingencies, inspections, due diligence and feasibility studies have been completed to the satisfaction of BUYER.

4. EARNEST MONEY: BUYER hereby deposits \$ 20,000.00 as Earnest Money, together with interest thereon, if any evidenced by ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date).

☐ Other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account

☐ Upon receipt or ☐ Upon acceptance by BUYER and SELLER or ☒ Other earnest money to be deposited at the end of the Due

Diligence Period and shall be held by: ☐ Listing Broker ☐ Selling Broker

☒ Other Title One for the benefit of the parties hereto.

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

THE RESPONSIBLE BROKER SHALL BE: T.R. Smack (The Smack Group)

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations, addenda and/or contingencies which must be satisfied prior to closing

1. Offer is contingent upon a Due Diligence / Inspection period for the Buyer until May 5, 2015. At the end of the due diligence period Earnest Money of \$20,000.00 to be deposited.

2. During the due diligence period, Seller to provide all water rights, mineral rights, easements, improvements, zoning boundaries and lot lines, building permits, leases and rental agreements associated with the property, and the sale is contingent upon the Buyer's satisfactory acceptance of all matters affecting the property.

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 AGREEMENT.

(A) "SELLER DISCLOSURE DEADLINE": 04/27/15 CALENDAR DAYS (ten [10] if left blank)

(B) "DUE DILIGENCE DEADLINE": 05/05/15 CALENDAR DAYS (thirty [30] if left blank)

(C) "SETTLEMENT AND CLOSING DEADLINE": 06/15/15 (DATE)

7. TITLE COMPANY: The parties agree that

Title One - Camille VanSoy and/or assigns

Title Company located at 1940 S. Bonito Way, Suite 190

Meridian

ID

83642

shall provide the title policy and preliminary report of commitment.

8. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 04/16/15 at (Local Time in which PROPERTY is located) 5 ☐ A.M. ☒ P.M.

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

BUYER'S Initials (JB) (JB) Date 04/15/2015

SELLER'S Initials (LN) (SN) Date 04/16/2015

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

Instant forms

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PROPERTY ADDRESS: TID 58.2 Acres - Boise River Road Caldwell ID 83607 ID#: BFT-41315

10. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. Unless specifically excluded below, the fixtures and fittings included in 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 easements appurtenant to the PROPERTY.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

1. Water rights - see Exhibit B
2. All irrigation equipment, fencing, and equipment used to maintain the property.

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

11. 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.

12. 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 shall be returned to BUYER and neither party shall have any further rights, obligations or liabilities except as expressly set forth in this Agreement; or (b) 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.

13. 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.

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S due diligence and inspection of the PROPERTY as set forth in Section 16, 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.

15. 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.

BUYER'S Initials (MB) (VB) Date 04/15/2015

SELLER'S Initials (LN) (SN) Date 04/16/2015

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RE-13 COUNTER OFFER # 4 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.

JULY 2014 EDITION
 Page 1 of 1



1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 4/14/2015

2 ADDRESS: TBD 58+/- Acres Boise River Road ID#: BFT-41315

3 BUYER: Burdge Family Trust

4 SELLER: Leland Nevill Sara Nevill

5 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 6 ☒ 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
 7 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

8 ☐ 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
 9 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

10 1. Purchase Price shall be \$505,000.

11 2. Closing date to be on or before May 28, 2015.

12 3. \$20,000 Earnest Money to be deposited in trust account upon acceptance by
 13 Buyer and Seller.

14 4. No equipment or irrigation equipment to be included in the sale as they
 15 are the renters.

16 5. Due Diligence deadline to be May 18, 2015. During the Due Diligence
 17 period, Seller to provide information on the property regarding Water
 18 rights, lease and rental agreements, and other information they have at
 19 their disposal. Buyer to source other information (including zoning and
 20 building permits) from the appropriate Government offices. Earnest money to
 21 be fully refundable through the due diligence/inspection period.

22 6. All other terms to remain the same

23 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 24 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 25 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 26 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 27 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

28 If a signed acceptance is not delivered on or before (date): 4/25/15 at 1:00 ☐ A.M. ☒ P.M.
 29 this Counter Offer shall be deemed to have expired.

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

33 SELLER: Leland Nevill Date 04/23/2015 Time 9:50 AM ☐ A.M. ☐ P.M.

34 SELLER: Sara Nevill Date 04/23/2015 Time 9:49 AM ☐ A.M. ☐ P.M.

35 BUYER: _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

36 BUYER: _____ Date _____ Time _____ ☐ A.M. ☐ P.M.



Page 1 of 1



(Parcel A continued)
Page 2 of 2

South $81^{\circ}16'32''$ East 65.05 feet, thence

South $11^{\circ}47'03''$ East 53.33 feet, thence

South $18^{\circ}54'27''$ West 49.23 feet, thence

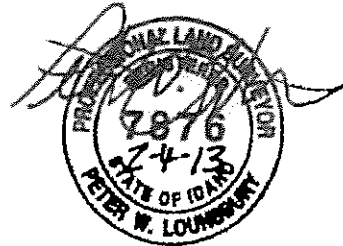
South $28^{\circ}35'58''$ East 37.56 feet, thence

South $81^{\circ}23'46''$ East 64.54 feet to a point on the East line of said Northeast Quarter of the Southwest Quarter of Section 31, thence leaving said approximate centerline and following said East line of the Northeast Quarter of the Southwest Quarter

South $01^{\circ}16'22''$ West 1265.78 feet to the Southeast corner of said Northeast Quarter of the Southwest Quarter, thence

North $89^{\circ}33'37''$ West 1318.11 feet to the Southwest corner of said Northeast Quarter of the Southwest Quarter, also being the Southeast corner of said Lot 6 thence along the south line of said Lot 6

North $89^{\circ}34'45''$ West 1132.94 feet to the POINT OF BEGINNING.



1904 W. Overland • Boise, ID 83705 • Phone (208) 342-0091 • Fax (208) 342-0092 • www.quadrant.cc
Civil Engineering • Surveying

[2015] [1228] [LN] [SN] 04/16/2015

February 4, 2013

Exhibit "A"



PARCEL A

Record of Survey-Instrument #2013-005317

All that property described in a Warranty Deed, recorded as Instrument Number 9628524, being Lots 2, 3 and 6, and the Northeast Quarter of the Southwest Quarter of Section 31, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho

EXCEPT THE FOLLOWING:

A tract of land being a portion of Lot 2 and a portion of Lot 3, all of Lot 6 and a portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 5 North, Range 4 East, B.M., Canyon County, Idaho being more particularly described as follows:

Commencing at the Southwest corner of said Section 31 thence North 01°02'15" East 1313.65 feet to an aluminum cap monument marking the Southwest corner of Lot 6 of said Section 31, being the **POINT OF BEGINNING**, thence continuing

North 01°03'50" East 1314.08 feet to an aluminum cap monument marking the West ¼ corner of said Section 31 also being the Southwest corner of said Lot 2

South 89°43'09" East 674.15 feet along the South line of said Lot 2, thence

North 06°19'10" East 341.21 feet, thence

North 75°46'00" East 1020.40 feet, thence

North 83°53'49" East 107.12 feet to a point in the approximate centerline of a side channel of the Boise River, thence along said approximate centerline the following twelve (12) courses

South 08°28'02" East 146.27 feet, thence

South 29°07'44" East 118.34 feet, thence

South 08°46'53" East 87.01 feet, thence

South 33°46'01" East 153.63 feet, thence

South 47°30'11" East 75.05 feet, thence

South 72°30'20" East 195.00 feet, thence

North 56°39'19" East 104.45 feet, thence

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[M23] [1/23] [LN] [SN]

04/16/2015

PROPERTY ADDRESS: TBD 58.2 Acres - Boise River Road Caldwell ID 83607 ID#: BET-41315

38. 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 ☐ IS ☒ IS NOT related to agent.

BUYER Signature Michael D Burdge BUYER (Print Name) Burdge Family Trust Michael D Burdge
 If BUYER is an entity, Name of Entity Burdge Family Trust Signor's Position Trustee
 Date 04/14/2015 Time 9:10 PM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

BUYER ☐ does ☒ does not currently hold an active Idaho real estate license. BUYER ☐ IS ☒ IS NOT related to agent.

BUYER Signature Vickie L Burdge BUYER (Print Name) Vickie L Burdge
 If BUYER is an entity, Name of Entity Burdge Family Trust Signor's Position Trustee
 Date 04/15/2015 Time 7:27 AM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

39. 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 ☐ IS ☒ IS NOT related to agent.

SELLER Signature Leeland Nevill SELLER (Print Name) Leeland R. Nevill
 If SELLER is an entity, Name of Entity _____ Signor's Position _____
 Date 04/16/2015 Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

SELLER ☐ does ☒ does not currently hold an active Idaho real estate license. SELLER ☐ IS ☒ IS NOT related to agent.

SELLER Signature Sara Nevill SELLER (Print Name) _____
 If SELLER is an entity, Name of Entity _____ Signor's Position _____
 Date 04/16/2015 Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

LATE ACCEPTANCE

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

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PROPERTY ADDRESS: TBD 58.2 Acres - Boise River Road Caldwell ID 83607 ID# BFT-41315

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

31. 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.

32. 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

33. 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.

34. 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.

35. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability or 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.

36. 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.

37. 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 (MB) (PLB) Date 04/15/2015

SELLER'S Initials (LN) (SN) Date 04/16/2015

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PROPERTY ADDRESS: TBD 58.2 Acres - Boise River Road Caldwell ID 83607 ID# BFT-41315

20. 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.

21. 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, interest, utilities, and other operating expenses shall be pro-rated 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.

22. 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 those 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

28. 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."

29. 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.

BUYER'S Initials (LSB) (VLB) Date 04/15/2015 SELLER'S Initials (LN) (SN) Date 04/16/2015

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(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

16. 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 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.

17. 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 17(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.

18. 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.

19. 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.

BUYER'S Initials (MB) (PLB) Date 04/15/2015 SELLER'S Initials (LN) (SN) Date 04/16/2015

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