Form 42-248/42-1400(6) Rev. 08/14

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DEPARTMENT OF WATER RESOURCES

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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? |
|---|---|---|---|---|---|
| PD 85-11103 | Yes ☒ | ~~Yes ☐~~ | split into 85-11103 | Yes ☐ | Yes ☐ |
| 85-15670 | Yes ☐ | Yes ☐ | 85-15765 | Yes ☐ | Yes ☐ |
| not changed | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

2. Previous Owner's Name: Dallas R. Howard
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Larry G. Boyer, Stephen A. Boyer, Brandon Boyer, and Bryan Boyer
   New owner(s) as listed on the conveyance document — Name connector ☒ and ☐ or ☐ and/or

   24676 Garden Gulch Road — Mailing address
   Culdesac — City
   ID — State
   83524 — ZIP
   208-843-2551 — Telephone
   buckboyer@hotmail.com — 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: September 26, 2014

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

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

   ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [signature] — Signature of new owner/claimant; Owner — Title, if applicable; 11/5/14 — Date

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

***For IDWR Office Use Only:***

Receipted by [signature] Date 11/12/14 Receipt No. N030946 Receipt Amt. $125.00

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 [signature] Date 2-25-15

SUPPORT DATA
IN FILE # 85-11103

8. Signature: _____ OWNER _____ 12/1/14
Signature of new owner/claimant — Title, if applicable — Date

Signature: _____ OWNER _____ 12/1/14
Signature of new owner/claimant — Title, if applicable — Date

Signature: _____ OWNER _____ 12/1/14
Signature of new owner/claimant — Title, if applicable — Date

Signature: _____ OWNER _____ 12/1/14
Signature of new owner/claimant — Title, if applicable — Date

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WATER RESOURCES

24802

Instrument # 825073
NEZ PERCE COUNTY
9-26-2014 01:44:06 No. of Pages: 5
Recorded for : LAND TITLE
PATTY WEEKS Fee: 22.00
Ex-Officio Recorder Deputy
Index to: WRNTY/QCD

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# WARRANTY DEED

DALLAS R. HOWARD, a single man, "Grantor," for and in consideration of $10.00 and other good and valuable consideration, grants and conveys to LARRY G. BOYER, an unmarried person, STEPHEN A. BOYER, a married man dealing with his sole and separate property, BRANDON BOYER, a married man dealing with his sole and separate property, and BRYAN BOYER, a married man dealing with his sole and separate property, "Grantees," the property described below, all of which is located in Nez Perce County, State of Idaho, to wit:

***See Attached Exhibit "A".***

SUBJECT TO:

General taxes for the year 2014, which are now a lien, but not yet due or payable.

Terms and conditions as set out in Agreement, including any provisions and limitations thereof:
Grantors: Albert Hoppie and Lillie A. Hoppie, his wife
Grantees: A. Walter and Louise Walter, his wife
Recorded: June 23, 1934
Book 4 of Miscellaneous, Page 587, records of Nez Perce County, Idaho

Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:
To: Washington Water Power Company, a corporation, its successors and assigns
Recorded: May 3, 1945
Book 6 of Miscellaneous, Page 497, records of Nez Perce County, Idaho

Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:
To: Washington Water Power Company, a corporation, its successors and assigns
Recorded: August 23, 1945
Book 6 of Miscellaneous, Page 543, records of Nez Perce County, Idaho

Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:
To: Washington Water Power, a corporation, its successors and assigns
Recorded: March 12, 1954
Book 8 of Miscellaneous, Page 382, records of Nez Perce County, Idaho

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Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:
To: Pacific Northwest Bell Telephone Company, a Washington corporation, its successors and assigns
Recorded: May 8, 1968
Instrument No: 330895, records of Nez Perce County, Idaho

Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:
To: Washington Water Power Company, a corporation, its successors and assigns
Recorded: February 27, 1979
Instrument No: 422716, records of Nez Perce County, Idaho

Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:
To: Washington Water Power Company, a corporation, its successors and assigns
Recorded: January 31, 1980
Instrument No: 432903, records of Nez Perce County, Idaho

Easement including its terms, covenants and provisions as disclosed by Instrument:
To: Pacific Northwest Bell Telephone Company, a Washington corporation, its successors and assigns
Recorded: December 20, 1985
Instrument No: 494267, records of Nez Perce County, Idaho

All rights of way for public utilities and public roads as the same now exist over and across the herein described property.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the Grantor either in law or equity of, in and to the above described and bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantees, their heirs and assigns, forever.

AND the Grantor, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner

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and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and encumbrances of any kind whatsoever, except those stated above.

AND the Grantor shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming title, or to claim the whole or any part thereof.

Clements, Brown & McNichols, P.A., prepared this Warranty Deed on behalf of Grantees. Grantor acknowledges that Clements, Brown & McNichols, P.A. does not represent Grantor in this transaction. It is the responsibility of Grantor to determine whether or not the terms of this Warranty Deed satisfy his individual interests and to obtain any independent legal counsel he desires.

The Grantees' address is:

Stephen A. Boyer
Larry G. Boyer
Brandon Boyer
Bryan Boyer
24676 Garden Gulch Road
Culdesac, ID 83524

DATED this 25 day of September, 2014.

GRANTOR:

DALLAS R. HOWARD

READ AND APPROVED

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STATE OF IDAHO )
) ss.
County of Nez Perce )

I certify that I know or have satisfactory evidence that DALLAS R. HOWARD, a single man, to me known or proved to be the individual described herein, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on September 25, 2014.

Lori E. Stone
Notary Public, State of Idaho
Residing at Clarkston WA
My appointment expires: 04/28/2018

LORI E. STONE
NOTARY PUBLIC
STATE OF IDAHO

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**EXHIBIT "A"**

**The North 924 feet of the East 759 feet of the Southeast Quarter, the Northwest Quarter, the Northeast Quarter EXCEPT the East 330 feet thereof, all in Section 11, Township 35 North, Range 5 West of the Boise Merdian, records of Nez Perce County, Idaho.**

**AND that portion of the Southwest Quarter, in Section 11, Township 35 North, Range 5 West of the Boise Merdian, records of Nez Perce County, Idaho, described as follows:**

**Commencing at the Northwest corner of the Southwest Quarter of Section 11, Township 35 North, Range 5 West of the Boise Meridian; thence North 89°43' East on the centerline through said Section 11, a distance of 984.2 feet to a point marked by a stone; thence South 51°56' West, a distance of 131.5 feet to the intersection with a fence; thence Westerly along the line of said fence, a distance of 905 feet to a point on the West line of said Section 11; thence North on the said West line of Section 11, a distance of 86 feet to the place of beginning.**

Nez Perce County Property Map - Internet Explorer

http://gis.co.nezperce.id.us/npcmap/

File Edit View Favorites Tools Help

BLM GLO Records | CSI | Eagle Mail | Google | IDWR | Info Search | SRBA | Well Construction Search | WEnet | Workflow

Page | Safety | Tools

## Property Information

Hello Guest Login

Owner(s): **BOYER LARRY G & BOYER STEPHEN A &**

Legal | Taxes | Assessor

Selected Properties: 1

- RP35N05W110600

Property Address:
**UNKNOWN,**

Mailing Address:
**24676 GARDEN GULCH RD**
**CULDESAC, ID 83524**

Legal Description:
**815.0-100.00 & 815.0-111.02 &**
**815.0-000.03**
**NE(EXC E330'):NW: 11 35 5W**
**#2962 OF NWSW: #1388 OF NESE:**

Document Reference:
**QCD 825333**
**WD 825073**
**QCD 709868**
**WD 573225**
**OARE22-137**

Review Year: **2014**
*[Properties are reviewed every 5 years]*

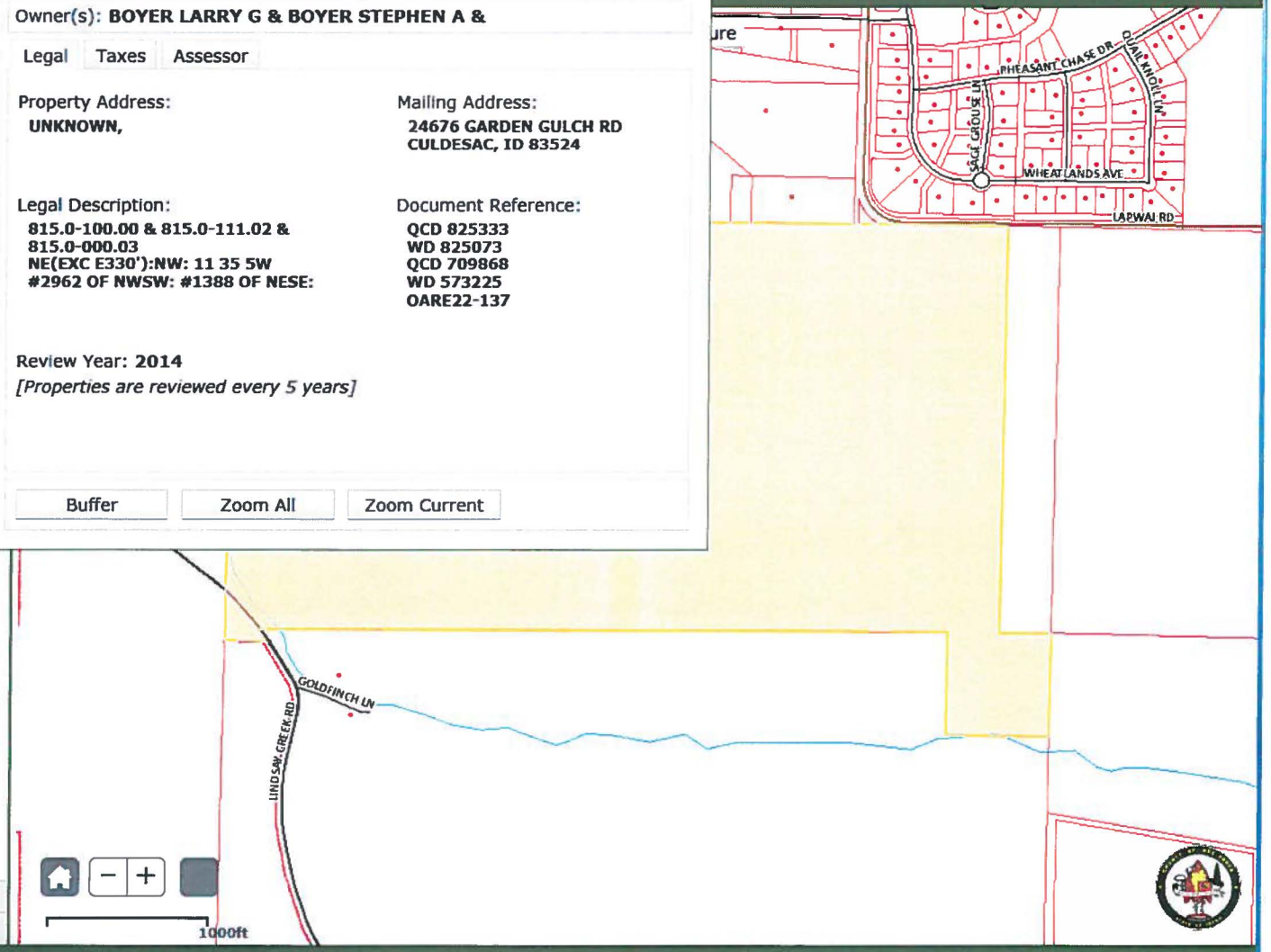
Buffer | Zoom All | Zoom Current

799-3030 or email: Treasurer.

For information about appraisal categories: Categories

Layers

Legend

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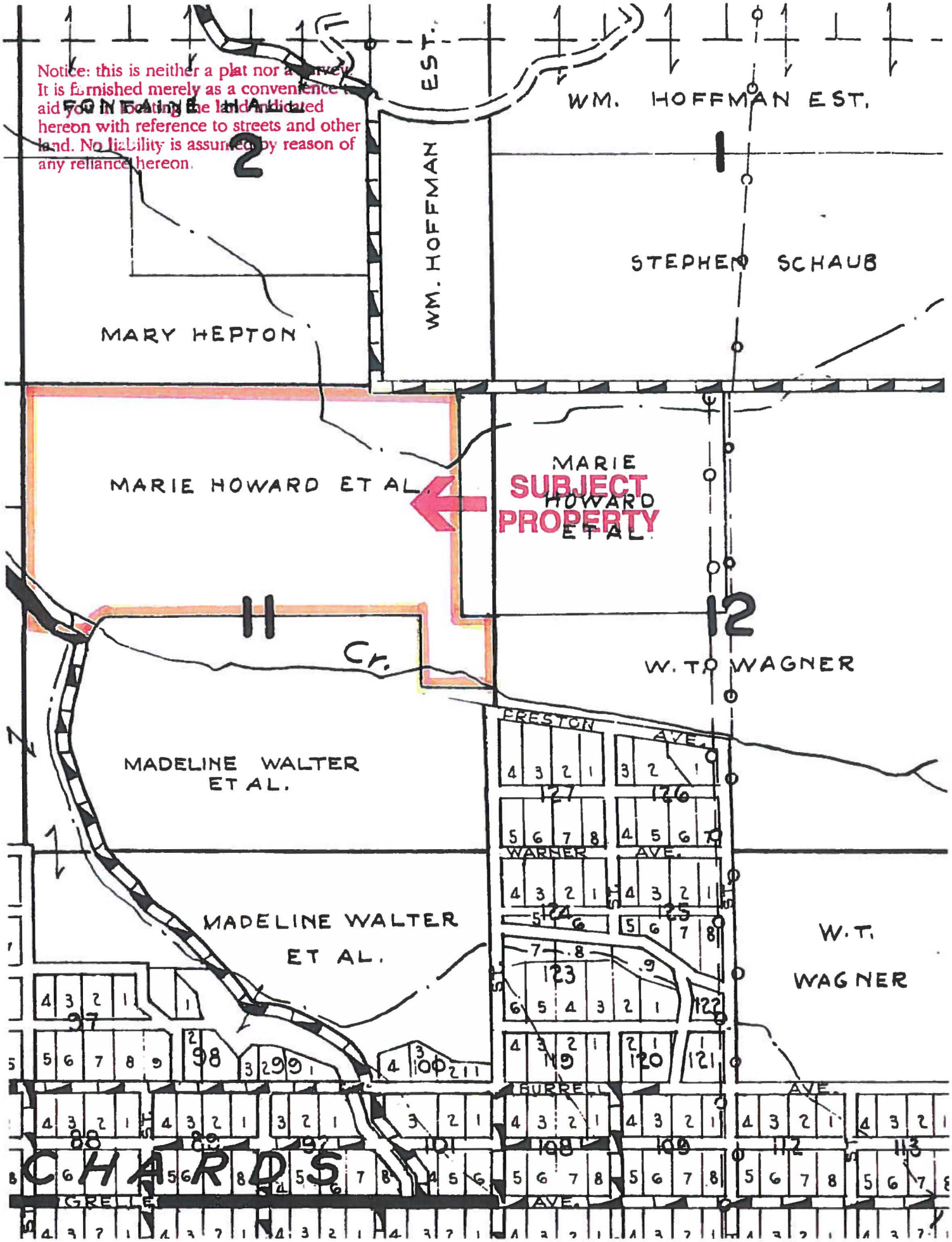
100%


Notice: this is neither a plat nor a survey.
It is furnished merely as a convenience to
aid you in locating the land indicated
hereon with reference to streets and other
land. No liability is assumed by reason of
any reliance hereon.
FOUNTAIN HILL
WM. HOFFMAN EST.
WM. HOFFMAN EST.
STEPHEN SCHAUB
MARY HEPTON
MARIE HOWARD ET AL.
SUBJECT PROPERTY
MARIE HOWARD ET AL.
W. T. WAGNER
Cr.
MADELINE WALTER ET AL.
MADELINE WALTER ET AL.
W. T. WAGNER
PRESTON AVE.
WARNER AVE.
BURRELL AVE.
GRELLE AVE.
CHARDS

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# REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made on September 25, 2014, by and between, DALLAS R. HOWARD, a single man, "Seller," and LARRY G. BOYER, an unmarried man, STEPHEN A. BOYER, BRANDON BOYER, and BRYAN BOYER, married men dealing with their sole and separate property, "Buyers."

1. PREMISES. Seller shall sell and Buyers shall buy all of Seller's interest in the lands and real property described on the attached Exhibit A, together with all appurtenances and rights relating thereto (the "Premises").

2. PURCHASE PRICE. The purchase price is SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($750,000.00, U.S. FUNDS) payable as follows:

   2.1. FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($500,000.00) payable in cash at Closing.

   2.2. The remaining TWO HUNDRED FIFTY THOUSAND AND 00/100 ($250,000.00) to be paid in accordance with the terms of a promissory note in the form attached as Exhibit B, to be secured by a mortgage in the form attached as Exhibit C.

3. CONFIDENTIALITY-NONDISCLOSURE. The existence and terms of this Agreement shall remain confidential and shall not be disclosed by Buyers or Seller at any time regardless of whether the transaction contemplated by this Agreement is closed; provided, however, that Buyers and/or Seller may disclose the existence and/or terms of this Agreement as may be required by law, as necessary for the consummation of this transaction, for proper reporting for tax or accounting purposes, when relevant to the resolution of a claim by or against any one or more of the parties, or when disclosure is approved of in writing by the non-disclosing party.

4. OCCUPANCY: Buyers do not intend to occupy the Premises as Buyers' residence.

5. PERSONAL PROPERTY. All personal property belonging to Seller that is located on the Premises shall be removed by Seller other than fixtures (items permanently attached to the real property including, but not limited to, existing fences). Seller's personal property left on the Premises on the day of Closing shall become the property of Buyers.

6. ENVIRONMENTAL DISCLOSURE. Seller represents and warrants that he has no knowledge of any deposit, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively "Hazardous Substances"), as those terms are used in any applicable law, code or ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, at, upon, under, within, from, or to the Premises. Seller shall hold Buyers harmless from and indemnify Buyers against all losses, damages, costs (including reasonable attorney fees), claims, causes of action and

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liabilities arising out of or related to the presence of any Hazardous Substances at, upon, under, or within the Premises which were placed on the Premises prior to Closing.

7. WATER RIGHTS. Any and all water rights including, but not limited to, water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the Premises are included in and are a part of the sale of the Premises. Seller shall be responsible for completing, signing, and submitting to the Idaho Department of Water Resources or any other necessary third party, any documents that may be necessary or required to transfer such water rights to Buyers.

8. TITLE. Title shall be conveyed by Warranty Deed in the form described in Exhibit D, free from encumbrances except those encumbrances that are approved or waived by Buyers in accordance with the terms of this Agreement. Seller warrants that following Closing no sums will be owing for labor or materials furnished to the Premises.

9. TITLE INSURANCE. Seller shall, as soon as possible, and at his sole cost and expense, procure through Land Title of Nez Perce County a standard form policy of title insurance in the amount of the purchase price of the Premises that shows Buyers as owners of the Premises. The title policy to be issued shall contain no exceptions other than those provided for in the standard form policy. Buyers shall have fifteen (15) days from the date of this Agreement to review and to object to the condition of title to the Premises. If Buyers do not so object, Buyers shall be deemed to have approved the conditions of title. If Buyers object within the time specified, Seller shall record the documents necessary to cause the title insurer to delete the exceptions objected to from the commitment by or before Closing. If Seller is unable or fails to do so, he shall notify Buyers, who may either waive the objection or terminate this Agreement.

10. AMENDMENTS TO TITLE COMMITMENT. If the title commitment is amended by the title insurer, Seller shall immediately upon receipt of the amended commitment, deliver a copy of the amended commitment to Buyers. Buyers have five (5) days from the date of Buyers' receipt of the amended commitment or until twenty-four (24) hours before Closing, whichever occurs earlier, to review and to object to any conditions of title to the Premises that were not disclosed by the original commitment or a previous amendment to the commitment. If Buyers do not object within the time specified, then the condition of title to the Premises reflected on the amended commitment will be deemed approved. If an objection is made within the time specified, Seller shall record the documents necessary to cause the title insurer to delete the exceptions objected to by Buyers from the amended commitment by or before Closing. If Seller is unable or fails to cause the exceptions objected to by Buyers to be eliminated, Seller shall notify Buyers and Buyers may either waive the objection or terminate this Agreement.

11. POSSESSION. Buyers shall have possession on Closing.

12. PRORATION. The real estate taxes and assessments shall be prorated as of Closing. If the Premises have been subject to a property tax deferral, Seller shall be responsible for all property taxes with related incurred interest up to and including the date of Closing

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and the Buyers shall be responsible for all property taxes from the day after Closing. Buyers shall be responsible for any increase in property taxes following Closing that may occur due to termination of the property tax deferral or loss of homeowner's exemption but Seller shall be responsible for those taxes and interest incurred prior to Closing.

13. COSTS. Seller shall pay the title insurance premium, any costs of clearing title, and the cost of preparation of the Warranty Deed. Buyers shall pay the cost of recording the Warranty Deed. Each party shall be responsible for payment of their own attorneys' fees. The Closing Agent's fee for closing the transaction shall be shared equally. Each party shall also be responsible for any costs or fees associated with performing their respective obligations under this Agreement.

14. CLOSING. This sale shall be closed by LAND TITLE OF NEZ PERCE COUNTY, INC., Closing Agent, on or before September 30, 2014. The parties shall sign and/or deliver necessary documents or funds when requested by the Closing Agent to do so.

15. RISK OF LOSS OR NEGLECT. Prior to Closing of this sale, all risk of loss shall remain with Seller. In addition, should the Premises be materially damaged by fire, neglect, or other destructive cause prior to Closing, this Agreement shall be voidable at the option of Buyers.

16. ATTORNEY DISCLOSURE. The parties acknowledge that they have, or may have, conflicting interests in this transaction. It is the Seller's responsibility to determine whether or not specific terms of the transaction documents and instruments satisfy his individual interests. SELLER ACKNOWLEDGES THAT CLEMENTS, BROWN & McNICHOLS, P.A., IS THE BUYERS' LAWYER IN THIS TRANSACTION. THE BUYERS' LAWYER HAS DRAFTED THIS AGREEMENT FOR THE BUYERS AS INSTRUCTED BY THE BUYERS. THE BUYERS' LAWYER HAS NOT AND WILL NOT REPRESENT THE SELLER'S INTERESTS IN THIS TRANSACTION OR RENDER ANY ADVICE TO THE SELLER ABOUT THIS TRANSACTION. SELLER IS ADVISED TO CONSULT WITH A LAWYER OF HIS CHOOSING IF HE DESIRES ANY LEGAL ADVICE ABOUT THIS TRANSACTION OR THE DOCUMENTS INVOLVED.

17. DEFAULT. Time is of the essence of this Agreement. In the event of default of either or both parties to this Agreement, either party may elect to sue for specific performance or damages.

18. COMMISSION. The parties, by signing below, jointly state there is no brokerage commission due on this sale. Each party agrees to indemnify and defend the other party against any other commissions or finder's fees which are claimed by any third party with whom the indemnifying party has dealt.

19. FIRPTA. Sellers and Buyers recognize that unless an exemption applies, the Foreign Investment in Real Property Tax Act (FIRPTA) requires that every buyer of real estate in the United States deduct and withhold from the seller's proceeds an amount equal to ten

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percent (10%) of the gross sales price. Seller hereby acknowledges such and states that Seller is either exempt from said tax or, if applicable, Seller will take the necessary actions required by law under FIRPTA prior to and at Closing.

20. ASSIGNABILITY. This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyers and Seller.

21. LEGAL FEE – VENUE – APPLICABLE LAW. In the event either party hereto institutes suit against the other to enforce or construe any provision of this Agreement, the venue for such action shall be in Nez Perce County, Idaho, and the prevailing party shall receive from the other his reasonable attorney fees and costs. This agreement is made under and shall be governed by and construed in accordance with the laws of the State of Idaho.

22. DOCUMENTS. Seller and Buyers shall execute all documents necessary to complete this transaction.

23. ENTIRE AGREEMENT. This document (and exhibits referred to herein) constitutes the entire agreement between the parties pertaining to Buyers' purchase of the Premises and supersedes and replaces all written and oral discussions, negotiations, communications, assurances, promises, representations, and agreements previously or contemporaneously made or existing, by and between the parties or their representatives, regarding the transaction contemplated by this Agreement.

24. NOTICE. All notices and other communications required under this Agreement shall be in writing and shall be deemed given when personally delivered or three (3) days after posting by prepaid post, addressed to the address below (or to such other address as either party may hereafter specify by written notice):

To Seller: _____
_____
_____

To Buyer: Stephen A. Boyer
Larry G. Boyer
Brandon Boyer
Bryan Boyer
24676 Garden Gulch Road
Culdesac, ID 83524

25. SURVIVAL OF PROVISIONS. All terms, conditions, representations, warranties, covenants, and obligations contained herein that are capable of being, or are to be, performed after Closing shall survive Closing and remain binding on the parties.

26. AMENDMENTS AND WAIVER. No provision of this Agreement may be modified,

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amended, or waived except by a writing signed by both parties or their authorized representatives.

27. 1031 EXCHANGE. If desired by either party, each party will cooperate with the other to allow each party to effect an exchange qualified for tax deferral under Internal Revenue Code section 1031, provided, such cooperation shall not delay the Closing and shall not require or result in any cost, liability or expense to the party so cooperating.

28. ALLOCATION OF SALES PRICE. It is understood and agreed between the parties hereto that Seller may elect to allocate the sales price unequally over the Premises. The parties hereto agree to fully cooperate, one with the other, in executing whatever additional documents or amendments may be required to allocate the sales price in the manner required by Seller.

29. CONSTRUCTION AND INTERPRETATION. All provisions of this Agreement have been negotiated at arm's length and this Agreement shall not be construed for or against any party by reason of the authorship of any provision hereof. The heading or titles to the paragraphs of this Agreement are intended for ease of reference only and shall have no affect whatsoever on the construction or interpretation of any provision of this Agreement. The use of the singular form of any word includes the plural form and vice versa and words in any gender shall be deemed to include the other gender.

30. FACSIMILE TRANSMISSION AND COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original. Facsimile or electronic transmission of any signed original agreement and retransmission of any signed facsimile or electronic transmission shall be the same as the delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

**SELLER:**

DALLAS R. HOWARD

**BUYERS:**

LARRY G. BOYER

STEPHEN A. BOYER

BRANDON BOYER

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BRYAN BOYER

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STATE OF IDAHO )
) ss.
County of Nez Perce )

I certify that I know or have satisfactory evidence that DALLAS R. HOWARD, a single man, to me known or proved to be the individual described herein, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on September 25, 2014.

Lori E. Stone
Notary Public, State of Idaho
Residing at Clarkston WA
My appointment expires: 04/28/2018

LORI E. STONE
NOTARY PUBLIC
STATE OF IDAHO

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STATE OF IDAHO )
) ss.
County of Nez Perce )

I certify that I know or have satisfactory evidence that LARRY G. BOYER, a single man, to me known or proved to be the individual described herein, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on September 26, 2014.

Lori E. Stone
Notary Public, State of Idaho
Residing at Clarkston WA
My appointment expires: 04/28/2018

LORI E. STONE
NOTARY PUBLIC
STATE OF IDAHO

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STATE OF IDAHO )
) ss.
County of Nez Perce )

I certify that I know or have satisfactory evidence that STEPHEN A. BOYER, a married man dealing with his sole and separate property, to me known or proved to be the individual described herein, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on September 25, 2014.

Lori E. Stone
Notary Public, State of Idaho
Residing at Clarkston WA
My appointment expires: 04/28/2018

LORI E. STONE
NOTARY PUBLIC
STATE OF IDAHO

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STATE OF IDAHO )
) ss.
County of Nez Perce )

I certify that I know or have satisfactory evidence that BRANDON BOYER, a married man dealing with his sole and separate property, to me known or proved to be the individual described herein, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on September 25, 2014.

LORI E. STONE
NOTARY PUBLIC
STATE OF IDAHO

Lori E. Stone
Notary Public, State of Idaho
Residing at Clarkston, Wash
My appointment expires: 04/28/2018

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STATE OF IDAHO )
) ss.
County of Nez Perce )

I certify that I know or have satisfactory evidence that BRYAN BOYER, a married man dealing with his sole and separate property, to me known or proved to be the individual described herein, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on September 25, 2014.

Lori E. Stone
Notary Public, State of Idaho
Residing at Clarkston WA
My appointment expires: 04/28/2018

LORI E. STONE
NOTARY PUBLIC
STATE OF IDAHO

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**Exhibit A**
**PROPERTY DESCRIPTION**

Real property situated in Nez Perce County, State of Idaho, to-wit:

The North 924 feet of the East 759 feet of the Southeast Quarter, the Northwest Quarter, the Northeast Quarter EXCEPT the East 330 feet thereof, all in Section 11, Township 35 North, Range 5 West of the Boise Merdian, records of Nez Perce County, Idaho.

AND that portion of the Southwest Quarter, in Section 11, Township 35 North, Range 5 West of the Boise Merdian, records of Nez Perce County, Idaho, described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 11, Township 35 North, Range 5 West of the Boise Meridian; thence North 89°43' East on the centerline through said Section 11, a distance of 984.2 feet to a point marked by a stone; thence South 51°56' West, a distance of 131.5 feet to the intersection with a fence; thence Westerly along the line of said fence, a distance of 905 feet to a point on the West line of said Section 11; thence North on the said West line of Section 11, a distance of 86 feet to the place of beginning.

**BUYERS AND SELLER AGREE THAT THIS DESCRIPTION IS SUBJECT TO CHANGE FOLLOWING RECEIPT OF THE PRELIMINARY TITLE COMMITMENT AND AGREE TO MODIFY THE DESCRIPTION TO CONFORM TO THE CHANGES REQUIRED BY THE TITLE INSURANCE COMPANY, IF ANY.**

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**Exhibit B**
**PROMISSORY NOTE WITH BALLOON PAYMENT**

**$250,000.00** Lewiston, Idaho _____ __, 2014

FOR VALUE RECEIVED, in lawful money of the United States of America, the undersigned makers, jointly and severally, promise and agree to pay to DALLAS R. HOWARD, a single person, or order, the sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($250,000.00), in lawful money of the United States. The entire unpaid principal balance, together with accruing interest, if applicable, shall be due and payable on March 30, 2016. **Makers understand that the final payment which is due on March 30, 2016, is a BALLOON PAYMENT and that it will substantially exceed any other payment due prior to said date.** All payments shall be made to holder at holder's notice address set forth below unless holder provides makers notice of a different payment address in accordance with the notice provisions set forth herein.

Makers shall not be entitled to prepay this Promissory Note before September 30, 2015 without first obtaining the express written consent of the holder of this note. Makers shall be entitled to prepay all or any portion of this note at any time after September 30, 2015, without first obtaining the consent of the holder of this note. In the event makers prepay the total amount of principal due under this Promissory Note after September 30, 2015, but before the final payment comes due on March 30, 2016, then no interest shall accrue on the principal obligation owing hereunder. In the event makers do not prepay the entire principal balance before final payment comes due on March 30, 2016, interest in the amount of five percent (5%) per annum shall be assessed on the principal amount due hereunder, calculated from the date of this Promissory Note to the date of final payment. Any prepayment shall be applied against the principal amount outstanding and shall not extend or postpone the due date of any subsequent installment due hereunder.

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If any payment is not made at the time and in the manner herein provided or if makers are in default for their failure to pay or perform any of the terms, covenants or conditions to be paid and performed by them under the Mortgage securing this Promissory Note, this Promissory Note shall be forthwith due and payable at the option of the holder of this Note, provided that the holder shall have first given makers written notice specifying the defaults complained of and makers shall have failed to correct such default within thirty (30) days after such notice is given. Notice of default or notice of change of address shall be deemed given when either personally delivered to makers or holder, as the case may be, or when sent by certified mail, return receipt requested, properly stamped and addressed as follows:

If to makers: Stephen A. Boyer
Larry G. Boyer
Brandon Boyer
Bryan Boyer
24676 Garden Gulch Road
Culdesac, ID 83524

If to holder: Dallas R. Howard

_____

_____

Each party entitled to notice as set forth above may change his address for notice purposes by delivery of a written notice of the changed address as set forth above.

Whether or not notice of default has been given, if any payment is not paid within fifteen (15) days of the date when it is due, the makers agree to pay, in addition to the principal and interest hereunder, reasonable attorney fees and all other reasonable expenses incurred by holder in exercising any of its rights and remedies upon default, plus additional interest on the delinquent payment from the date such payment is due to the date when paid at the rate of Two percent (2%) per annum, all of which must be paid to correct the default.

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In case suit or action is instituted to collect this Promissory Note, or any part thereof, makers promise to pay, in addition to the costs and disbursements provided by statute, such additional sum in like lawful money as the court may adjudge reasonable as attorney fees in such action.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, successors and assigns.

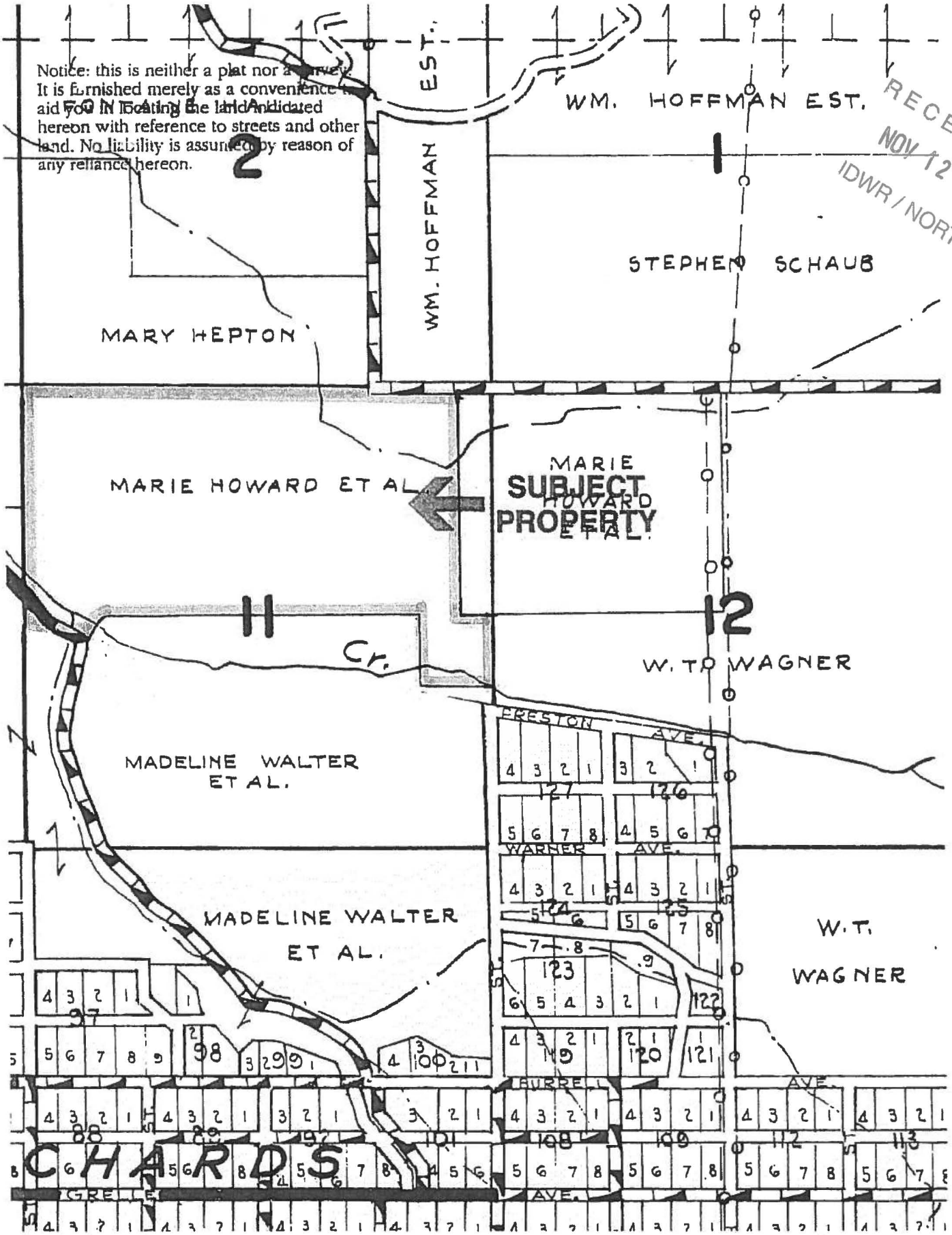
_____
LARRY G. BOYER

_____
STEPHEN A. BOYER

_____
BRANDON BOYER

_____
BRYAN BOYER

MAKERS

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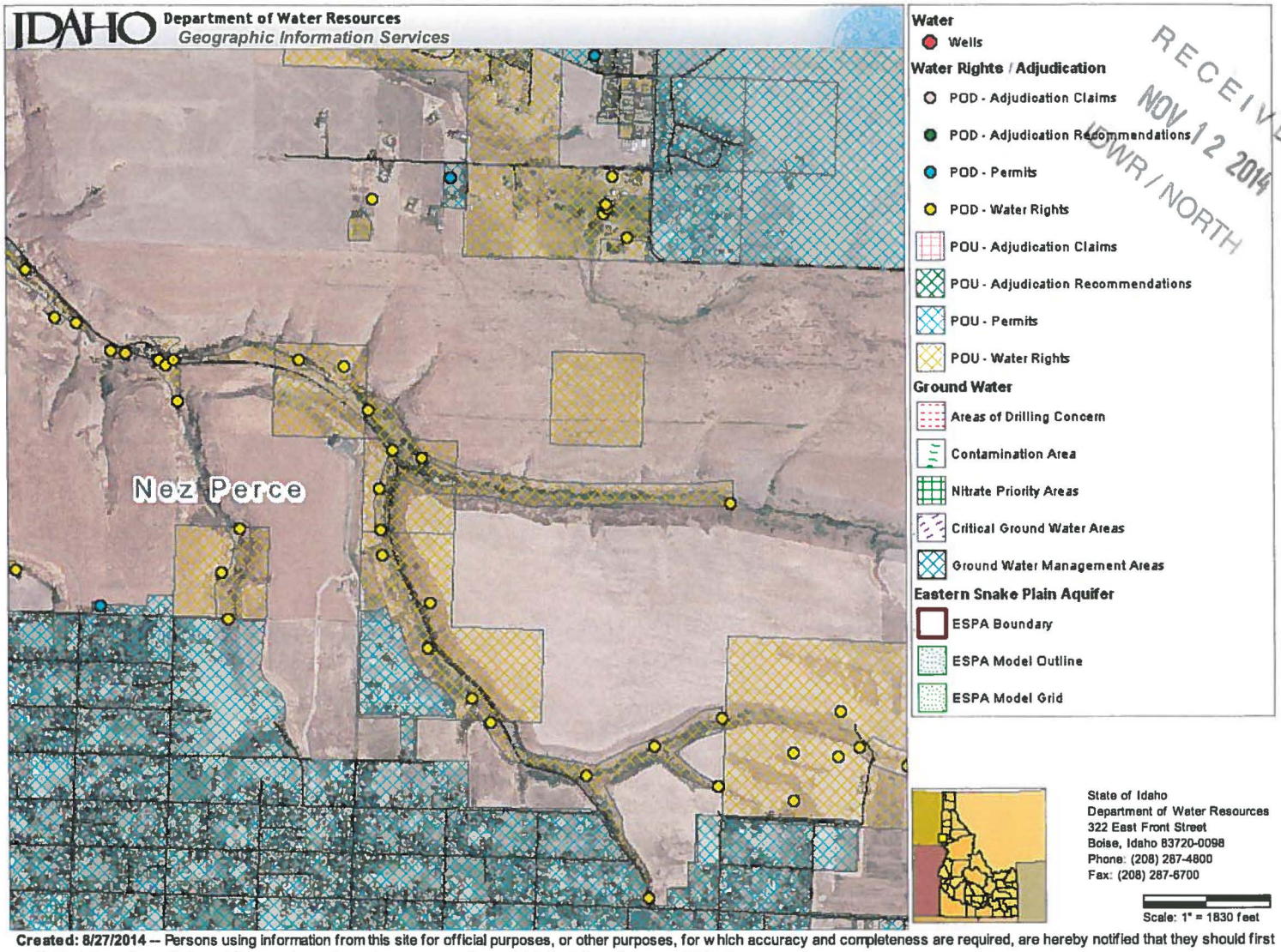


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**Created: 8/27/2014** -- Persons using information from this site for official purposes, or other purposes, for which accuracy and completeness are required, are hereby notified that they should first verify the information with the public records or other primary sources from which the information was obtained.

Land Title
Of Nez Perce County

PO Box 1536 Lewiston, ID 83501
1230 Idaho Street Lewiston, ID 83501

Fax: 208-746-5812
Phone: 208-746-3513

September 23, 2014

Order No: **24802**

**INFORMATIONAL COVERSHEET**

Reference: **Howard - Boyer**
Property Address: **Vacant Land**
**Lewiston, ID 83501**

Enclosed Please Find the Following:

Title Commitment for your review

Should you have any questions, please contact:

| | | |
|---|---|---|
| Your Title Processor: | Corrynne Devlin | corrynne@landtitlelewiston.com |
| Your Title Examiner: | Gabe Alexander | gabe@landtitlelewiston.com |
| Your Closing Agent: | Lori Stone | lori@landtitlelewiston.com |

Escrow Associates

| | |
|---|---|
| Barb Russell | barb@landtitlelewiston.com |
| Cathy Tisdall | cathy@landtitlelewiston.com |

(Please send Pre-HUD Requests and Lender Documents to Barb Russell)

Thank you for choosing Land Title of Nez Perce County for your Title and Escrow needs. We appreciate your business, and look forward to working with you on your transaction.

Sincerely,

The Land Title Team

## ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by

# STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Authorized Signature

LAND TITLE OF NEZ PERCE COUNTY
Company

LEWISTON, ID 83501
City, State

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Matt Morris
President and CEO

Denise Carraux
Secretary

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AMERICAN LAND TITLE ASSOCIATION

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at< http://www.alta.org/>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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AMERICAN LAND TITLE ASSOCIATION

File No: **24802**

# Land Title of Nez Perce County, Inc.

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

1. Effective Date: **September 19, 2017, 08:00 am**
   Issue Date: **September 25, 2014, 08:00 am**

2. Policy or Policies to be issued: POLICY AMOUNT

   (a) ALTA OWNER'S POLICY **$750,000.00**
   Proposed Insured: **Larry G. Boyer, an unmarried person,**
   **Stephen A. Boyer, a married man dealing with his sole and separate property,**
   **Brandon Boyer, a married man dealing with his sole and separate property, and**
   **Bryan Boyer, a married man dealing with his sole and separate property**

   (b) ALTA LOAN POLICY
   Proposed Insured:

   Proposed Borrower:

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

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in **Dallas R. Howard, a single man**

5. The land referred to in the Commitment is described as follows:

   **SEE ATTACHED EXHIBIT "A"**

Copies to:

Larry G. Boyer
Dallas R. Howard
Cynthia Mosher, Clements, Brown & McNichols

| Description | Mortgagee | Owner |
|---|---|---|
| Basic Owner | $0.00 | $2,218.00 |
| **Totals:** | $0.00 | $2,218.00 |

Property Address:
Vacant Land
Lewiston, ID 83501

Countersigned
**Land Title of Nez Perce County, Inc.**

By: _____
**Authorized Signatory**

**EXHIBIT "A"**

**The North 924 feet of the East 759 feet of the Southeast Quarter, the Northwest Quarter, the Northeast Quarter EXCEPT the East 330 feet thereof, all in Section 11, Township 35 North, Range 5 West of the Boise Merdian, records of Nez Perce County, Idaho.**

**AND that portion of the Southwest Quarter, in Section 11, Township 35 North, Range 5 West of the Boise Merdian, records of Nez Perce County, Idaho, described as follows:**

**Commencing at the Northwest corner of the Southwest Quarter of Section 11, Township 35 North, Range 5 West of the Boise Meridian; thence North 89°43' East on the centerline through said Section 11, a distance of 984.2 feet to a point marked by a stone; thence South 51°56' West, a distance of 131.5 feet to the intersection with a fence; thence Westerly along the line of said fence, a distance of 905 feet to a point on the West line of said Section 11; thence North on the said West line of Section 11, a distance of 86 feet to the place of beginning.**

# Land Title of Nez Perce County, Inc.

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B

Effective Date: **September 19, 2017, 08:00 am**

The following requirements must be met:

(a) Pay the agreed amounts for the interest in the land and/or according to the mortgage to be insured.

(b) Pay us the premium, fees and charges for the policy.

(c) Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

(d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(e) This company will require completion of an Owner's Affidavit of Title and Indemnity by the owners of the property described herein.

**Note: In order to insure Stephen A. Boyer, a married man dealing with his sole and separate property, Brandon Boyer, a married man dealing with his sole and separate property, and Bryan Boyer, a married man dealing with his sole and separate property, this company will require a Quitclaim Deed at the time of closing.**

**Note: This company will require a fully executed copy of the Purchase and Sale Agreement prior to closing.**

**Investigation should be made to determine if there are any services, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection or any covenants, conditions and restrictions under which an estate, lien or interest in property has been, or may be, cut off, subordinated or otherwise impaired.**

**FOR YOUR INFORMATION ONLY, WE ADVISE YOU OF THE FOLLOWING MATTER NOT WITHIN THE INSURING PROVISIONS OF THE COMMITMENT OR POLICY:**

**According to the county record, general taxes have been assessed on the following tax parcel which affects the land in question:**

**TAX CARD NO. RP35N05W110600A, $1,399.58 - 2013 - Gross Tax**
**THE AMOUNT QUOTED DOES NOT REFLECT A HOMEOWNER'S EXEMPTION**

NOTES:

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is 1,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org.

**IN THE EVENT THIS TRANSACTION FAILS TO CLOSE, A MINIMUM FEE OF $100.00 WILL BE CHARGED TO COMPLY WITH THE STATE INSURANCE CODE.**

# Land Title of Nez Perce County, Inc.

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II
### EXCEPTIONS

Effective Date: **September 19, 2017, 08:00am**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or mortgage thereon covered by this Commitment.

1. Standard Exceptions:
   - (a) Rights or claims of parties in possession or claiming to be in possession not shown by the public records.
   - (b) Easements, or claims of easements, not shown by the public records.
   - (c) Encroachments or questions of location, boundary and area which an accurate survey may disclose.
   - (d) Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not of the premises for determination.
   - (e) Unpatented mining claims, reservations or exception in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
   - (f) Any service, installation or connection charges for sewer, water or electricity.
   - (g) General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.

2. **General taxes for the year 2014, which are now a lien, but not yet due or payable.**

3. **Terms and conditions as set out in Agreement, including any provisions and limitations thereof:**
   **Grantors: Albert Hoppie and Lillie A. Hoppie, his wife**
   **Grantees: A. Walter and Louise Walter, his wife**
   **Recorded: June 23, 1934**
   **Book 4 of Miscellaneous, Page 587, records of Nez Perce County, Idaho**

4. **Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:**
   **To: Washington Water Power Company, a corporation, its successors and assigns**
   **Recorded: May 3, 1945**
   **Book 6 of Miscellaneous, Page 497, records of Nez Perce County, Idaho**

5. **Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:**
   **To: Washington Water Power Company, a corporation, its successors and assigns**
   **Recorded: August 23, 1945**
   **Book 6 of Miscellaneous, Page 543, records of Nez Perce County, Idaho**

6. **Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:**
   **To: Washington Water Power, a corporation, its successors and assigns**
   **Recorded: March 12, 1954**
   **Book 8 of Miscellaneous, Page 382, records of Nez Perce County, Idaho**

7. **Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:**
**To: Pacific Northwest Bell Telephone Company, a Washington corporation, its successors and assigns**
**Recorded: May 8, 1968**
**Instrument No: 330895, records of Nez Perce County, Idaho**

8. **Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:**
**To: Washington Water Power Company, a corporation, its successors and assigns**
**Recorded: February 27, 1979**
**Instrument No: 422716, records of Nez Perce County, Idaho**

9. **Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:**
**To: Washington Water Power Company, a corporation, its successors and assigns**
**Recorded: January 31, 1980**
**Instrument No: 432903, records of Nez Perce County, Idaho**

10. **Easement including its terms, covenants and provisions as disclosed by Instrument:**
**To: Pacific Northwest Bell Telephone Company, a Washington corporation, its successors and assigns**
**Recorded: December 20, 1985**
**Instrument No: 494267, records of Nez Perce County, Idaho**

11. **Terms and conditions as set out in Memorandum of Lease, including any provisions and limitations thereof:**
**Grantors: Dallas Howard, a single man**
**Grantees: Larry Boyer Land & Cattle Co. GP, an Idaho General Partnership**
**Recorded: October 28, 2013**
**Instrument No: 817057, records of Nez Perce County, Idaho.**

12. **Terms and conditions as set out in Second Addendum to Cash Farm Lease, including any provisions and limitations thereof:**
**Grantors: Dallas Howard, a single man**
**Grantees: Larry Boyer Land & Cattle Co. GP, an Idaho General Partnership**
**Recorded: November 25, 2013**
**Instrument No: 817709, records of Nez Perce County, Idaho.**

13. **All rights of way for public utilities and public roads as the same now exist over and across the herein described property.**

********END OF SCHEDULE B********

# *MEMORANDUM*

TO: Sascha Marston

FROM: Jean Hersley

DATE: February 26, 2015

**RE: Refund: Notice of Change in Water Right Ownership**

Please refund $25.00. Water right 85-15670 not updated to Boyer's.

NAME: CLEMENTS, BROWN & MC NICHOLS PA

ADDRESS: 321 13TH ST
PO BOX 1510
LEWISTON ID 83501

RECEIPT #:N030946

Thank you.

Jean

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

February 26, 2015

LARRY G BOYER, STEPHEN A BOYER
BRANDON BOYER, BRYAN BOYER
24676 GARDEN GULCH RD
CULDESAC ID 83524

Re: Change in Water Right Ownership: Water Right No. 85-11103 (split into 85-11103 and **85-15765**) and 85-15670 (not updated)

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.

Please note the ownership of water right 85-15670 was not updated. This water right is a domestic right located in Township 35N, Range 05W, Section 11 NWSW. Your property is located in Township 35N, Range 05W, Section 11, **SWSW.** I have requested a refund of $25. It will be sent to Clements, Brown & Mc Nichols PA under separate cover from the Idaho State Controller's Office within 10 days.

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

c: Clements, Brown & Mc Nichols, PA

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

February 26, 2015

DALLAS R HOWARD
6475 GOLDFINCH LN
LEWISTON ID 83501

Re: Change in Water Right Ownership: Water Right No. 85-11103 (split into 85-11103 and 85-15765)

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

CLEMENTS, BROWN & McNICHOLS, P.A.
LAWYERS

321 13th Street
Post Office Box 1510
Lewiston, Idaho 83501
Telephone (208) 743-6538
Fax (208) 746-0753

RECEIVED
NOV 14 2014
DEPARTMENT OF WATER RESOURCES

Robert P. Brown
Joshua D. McKarcher**
Cynthia L. Mosher*
Sonyalee R. Nutsch*
Bentley G. Stromberg

*Admitted in ID & WA
**Admitted in ID, VA & Washington DC

V.R. Clements (1896-1982)
Reed Clements (Retired)
Michael E. McNichols (Retired)
Eric K. Peterson (Retired)

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NOV 12 2014
IDWR / NORTH

November 10, 2014

Idaho Department of Water Resources
IDWR Northern Region
7600 N. Monroe Dr., Suite 100
Coeur d'Alene, ID 83815-7763

Re: Change in water right ownership

Dear Sir or Madam:

Enclosed is a Notice of Change in Water Right Ownership. The conveyance document transferring the water right (Warranty Deed recorded as Nez Perce County Instrument No. 825073), the signed Real Estate Purchase and Sale Agreement for the transaction (note that paragraph 7 specifically states that all water rights were included in the conveyance), an IDWR map that includes the property purchased and shows water rights appurtenant to that property, and check #38408 in the amount of $125 to process the change in ownership.

Please do not hesitate to contact me if you should need anything else.

Sincerely,

CLEMENTS, BROWN & McNICHOLS P.A.

Cynthia L. Mosher

CYNTHIA L. MOSHER

CLM/tjp
Enclosures
c: Steve Boyer

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

November 25, 2014

LARRY G BOYER
STEPHEN A BOYER
BRANDON BOYER
BRYAN BOYER
24676 GARDEN GULCH RD
CULDESAC ID 83524

RE: Ownership change Water Right 85-11103 and 85-15670

Dear Property Owners:

The Department of Water Resources received your request for an ownership change for the above mentioned water rights. Additional information is needed before we can process this request.

A plat map, survey map or aerial map that clearly show the place of use and point of diversion for each water right is needed to clarify the division of water rights. I also need original signatures from each new owner. I have enclosed a signature page for each owner to sign. Please return to the Department along with a map.

Please respond within 30 days or the Department will return your request unprocessed. If you have any questions, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist II

Enclosure