

\$250 fee

Transfer No. 5838

68521

Name of Applicant LEWIS BRIS Inc Phone (208) 525-8319

Post Office address 3808 E 65 St. Idaho Falls, Id 83406

1. ☒ Change point of diversion      ☐ Add diversion point(s)      ☒ Change place of use  
☒ Change nature of use      ☐ Change period of use      ☐ Other \_\_\_\_\_

2. Describe the reason for the proposed changes We need Commercial use water for a dairy (Cannon-Shelley properties) and the Lewis Bros. are selling us 45 acres worth of water right to cover that use

1. Right Number Priority Amount (cfs/ac-ft) Nature of Use Period of Use
- 27-07073 B 2-11-1977 0.46 Commercial 1-1 to 12-31
- \_\_\_\_\_ to \_\_\_\_\_
- \_\_\_\_\_ to \_\_\_\_\_
- \_\_\_\_\_ to \_\_\_\_\_
2. Total amount of water being transferred 0.46 cubic feet per second and/or \_\_\_\_\_ acre-feet per annum.
3. Source of water Groundwater tributary to \_\_\_\_\_
4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total Acres \_\_\_\_\_

\$250 fee

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1. ☒ Change point of diversion      ☐ Add diversion point(s)      ☒ Change place of use

☒ Change nature of use      ☐ Change period of use      ☐ Other

2. Describe the reason for the proposed changes We need commercial use water for a dairy (Cannon-Shelley properties) and the Lewis Bros. are selling us 45 acres worth of water right to cover that use

| 1. <u>Right Number</u> | <u>Priority</u>  | <u>Amount (cfs/ac-ft)</u> | <u>Nature of Use</u> | <u>Period of Use</u>       |
|------------------------|------------------|---------------------------|----------------------|----------------------------|
| <u>27-07073.B</u>      | <u>2-11-1977</u> | <u>0.46</u>               | <u>Commercial</u>    | <u>1-1</u> to <u>12-31</u> |
| _____                  | _____            | _____                     | _____                | _____ to _____             |
| _____                  | _____            | _____                     | _____                | _____ to _____             |
| _____                  | _____            | _____                     | _____                | _____ to _____             |

2. Total amount of water being transferred 0.46 cubic feet per second and/or \_\_\_\_\_ acre-feet per annum.

3. Source of water Groundwater tributary to

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total Acres

## PART 1

## 6. General Information:

a. Description of diversion system Well + pump to 4000 cows in  
12 corrals and one milking barn

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?  
Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

The amount of irrigation on this land is being cut  
back, This change will have no effect on the land.

d. Remarks:

## ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. \_\_\_\_\_

And the said application is hereby \_\_\_\_\_, subject to the following conditions:

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
For the Director

## PART 2

TRANS NO. 5838

## A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 27-07073

STAGE: LICENSE

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>DIVERSION RATE</u> | <u>ANNUAL VOLUME</u> |
|-----------------------|----------------------|-----------------------|----------------------|
| IRRIGATION            | 04/01 to 11/01       | 3.79 CFS              | 1107.0 AF            |

SOURCE

GROUNDWATER

Priority: 02/11/1977

LOCATION OF POINT(S) OF DIVERSION:SWNW , Sec. 15, Township 06S, Range 42E  
CARIBOU CountyPLACE OF USE:

## IRRIGATION

|     |     |     |   | NE    |       |       |       | NW |       |       |       | SW    |    |       |       | SE    |       |    |       |       |       |       |             |       |       |       |
|-----|-----|-----|---|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|-------------|-------|-------|-------|
|     |     |     |   | NENE  | NWNE  | SWNE  | SENE  | :  | NENW  | NWNW  | SWNW  | SENW  | :  | NESW  | NWSW  | SWSW  | SESW  | :  | NESE  | NWSE  | SWSE  | SESE  | :           |       |       |       |
| T   | R   | S   | : | Lt    | Ac    | Lt    | Ac    | Lt | Ac    | Lt    | Ac    | Lt    | Ac | :     | Lt    | Ac    | Lt    | Ac | Lt    | Ac    | Lt    | Ac    | Lt          | Ac    | :     | SUM   |
| --- | --- | --- | : | ----- | ----- | ----- | ----- | :  | ----- | ----- | ----- | ----- | :  | ----- | ----- | ----- | ----- | :  | ----- | ----- | ----- | ----- | -----       | ----- | :     | ----- |
| 06S | 42E | 15  | : |       |       | 15    |       | :  | 09    | 36    | 32    | 25    | :  | 26    | 31    | 25    | 31    | :  | 25    | 39    | 37    | 38    |             | :     | 369.0 |       |
|     |     |     |   |       |       |       |       |    |       |       |       |       |    |       |       |       |       |    |       |       |       |       | TOTAL ACRES | 369.0 |       |       |

CONDITIONS/REMARKS:

Describe any other water rights used for the same purpose as described above:

NONETo your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? NO If yes, describe:

Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice     ☐ Warranty Deed     ☐ Other \_\_\_\_\_

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe \_\_\_\_\_

**B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED**

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.46 cfs for Irrigation purposes from 4-1 to 11-1  
 (cfs/ac-ft) \_\_\_\_\_  
 amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft) \_\_\_\_\_  
 amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft) \_\_\_\_\_

2. Point(s) of Diversion:

| Lot | 1/4 | 1/4 | 1/4 | Sec | Twp | Rge | County  | Local name for diversion |
|-----|-----|-----|-----|-----|-----|-----|---------|--------------------------|
|     | SW  | NW  |     | 15  | 6S  | 42E | Caribou |                          |
|     |     |     |     |     |     |     |         |                          |
|     |     |     |     |     |     |     |         |                          |

3. Lands irrigated or place of use:

| Twp | Rge | Sec | NE 1/4 |    |    |    | NW 1/4 |    |    |    | SW 1/4 |    |    |    | SE 1/4 |    |    |    | Totals |
|-----|-----|-----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|
|     |     |     | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE |        |
| 6S  | 42E | 15  |        |    |    |    | 9      | 36 |    |    |        |    |    |    |        |    |    |    | 45     |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |

Total Acres 45

**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 3.33 cfs for Irrigation purposes from 4-1 to 11-1 'A'  
 (cfs/ac-ft) \_\_\_\_\_  
 amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft) \_\_\_\_\_  
 amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft) \_\_\_\_\_

2. Point(s) of Diversion:

| Lot | 1/4 | 1/4 | 1/4 | Sec | Twp | Rge | County  | Local name for diversion |
|-----|-----|-----|-----|-----|-----|-----|---------|--------------------------|
|     | SW  | NW  |     | 15  | 6S  | 42E | Caribou |                          |
|     |     |     |     |     |     |     |         |                          |
|     |     |     |     |     |     |     |         |                          |

3. Lands irrigated or place of use:

| Twp | Rge | Sec | NE 1/4 |    |    |    | NW 1/4 |    |    |    | SW 1/4 |    |    |    | SE 1/4 |    |    |    | Totals |
|-----|-----|-----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|
|     |     |     | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE |        |
| 6S  | 42E | 15  |        |    | 15 |    |        |    | 32 | 25 | 24     | 31 | 25 | 31 | 25     | 39 | 37 | 38 |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |

Total Acres 324

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT  
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



Scale: 2 inches equal 1 mile. Draw plan in ink.

## PART 3

## B. CHANGES IN NATURE OF USE

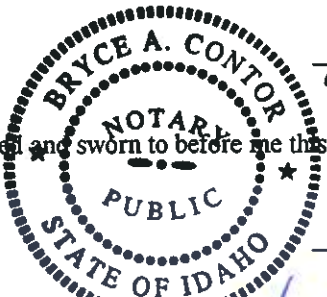
1. 

| New Nature of Use         | Amount(cfs/af-ft) | Hours/days/year | Period of Use              |
|---------------------------|-------------------|-----------------|----------------------------|
| <u>Commercial - Dairy</u> | <u>0.46 cfs</u>   |                 | <u>1-1</u> to <u>12-31</u> |
|                           |                   |                 | to                         |
2. Quantity and quality of return flows and location of discharge:  
\_\_\_\_\_  
\_\_\_\_\_
3. Describe effects on other water uses resulting from the proposed change:  
None - See Dairy information sheet which requires  
106.5 af or 42.6 acres dried up for this dairy use  
on 4000 cows.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 1 day of September, 20 00.

 Louis Bros Mc By Larry Louis Mc  
(Signature of Applicant)

Bryce A. Contor  
(Notary Public)

My commission expires 10/14/2005

## FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 5 attachments

Received by HCS Date 9-1-00 Protest filed by \_\_\_\_\_

Prelim. Check by \_\_\_\_\_ Fee \_\_\_\_\_

Received by BAC E026132 Date 9/1/00 E026132

Published in Morning News Copies of protest forwarded by \_\_\_\_\_

Pub. Dates 9-14 & 9-21-00 Hearing held by \_\_\_\_\_ Date \_\_\_\_\_

Watermaster recommendations requested on \_\_\_\_\_ Recommended for ☐ approval ☐ denial

\_\_\_\_\_ received \_\_\_\_\_ by \_\_\_\_\_

Copy of transfer sent to lien holder \_\_\_\_\_

Receipt E026132 BAC 9/1/00

FILE NUMBER \_\_\_\_\_ example  
 REVIEWER \_\_\_\_\_ jbs

## DAIRIES: WATER USE WORKSHEET

## REQUIRED DAIRY DATA

NUMBER OF MILKING CATTLE \_\_\_\_\_ 2500  
 NUMBER OF NONMILKING CATTLE \_\_\_\_\_ 175  
 IF LAGOON IS AEROBIC, ENTER ITS SURFACE AREA IN ACRES: \_\_\_\_\_  
 IF ANAEROBIC, ENTER ZERO \_\_\_\_\_ 4.0  
 EVAPOTRANSPIRATION FACTOR FOR AREA (AC-FT/AC-YR) \_\_\_\_\_ 4  
 ENTER 1 FOR MANUAL COW WASHING, 2 FOR AUTOMATIC, OR 3 IF SPRINKLERS ARE USED TO FLUSH HOLDING PEN AND WASH C \_\_\_\_\_ 1  
 NUMBER OF MILKINGS PER DAY \_\_\_\_\_ 3

## CALCULATIONS

## DIVERSION RATE FOR STOCKWATER (CRS)

MILKING CATTLE @35 GPD/HD \_\_\_\_\_ 1.62  
 MILKING CATTLE (NUMBER OF CATTLE ROUNDED UP) \* \_\_\_\_\_ 1.62  
 NONMILKING CATTLE @12 GPD/HD \_\_\_\_\_ 0.04  
 NONMILKING CATTLE (NUMBER OF CATTLE ROUNDED UP) \* \_\_\_\_\_ 0.04  
 TOTAL (BASED UPON ROUNDED NUMBERS) \_\_\_\_\_ 1.67

## DIVERSION VOLUME (AFA):

STOCKWATER  
 MILKING CATTLE @35 GPD/HD \_\_\_\_\_ 98.0  
 MILKING CATTLE (NUMBER OF CATTLE ROUNDED UP) \* \_\_\_\_\_ 98.0  
 NONMILKING CATTLE @12 GPD/HD \_\_\_\_\_ 2.4  
 NONMILKING CATTLE (NUMBER OF CATTLE ROUNDED UP) \* \_\_\_\_\_ 2.7  
 TOTAL (BASED UPON ROUNDED NUMBERS) \_\_\_\_\_ 101.7

## COMMERCIAL

WASHING OF BULK TANK AND RELATED EQUIPMENT \_\_\_\_\_ 0.5  
 PARLOR FLOOR AND MILKHOUSE FLOOR \_\_\_\_\_ 0.1  
 CATTLE WASHING BASED UPON METHOD OF WASHING \_\_\_\_\_ 4.2  
 TOTAL \_\_\_\_\_ 4.8

TOTAL DIVERSION VOLUME \_\_\_\_\_ 106.5

## CONSUMPTIVE USE VOLUME (AFA):

STOCKWATER  
 MILKING \_\_\_\_\_ 14.5  
 NONMILKING \_\_\_\_\_ 0.0  
 TOTAL \_\_\_\_\_ 14.5  
 COMMERCIAL \_\_\_\_\_ 4.8  
 TOTAL CONSUMPTIVE USE \_\_\_\_\_ 19.3  
 \* NUMBER OF CATTLE ROUNDED UP TO AGREE WITH EXISTING TABLES

## THEORETICAL FLOW ESTIMATION WORKSHEET

## REQUIRED PUMP INFORMATION

|                                | PUMP 1 | PUMP 2 | PUMP 3 |
|--------------------------------|--------|--------|--------|
| PUMP HORSEPOWER (HP) _____     | 20.00  | 0.00   | 0.00   |
| LIFT (FT) _____                | 100    | 0      | 0      |
| DISCHARGE PRESSURE (PSI) _____ | 40     | 0      | 0      |
| FRICTION LOSSES (FT) _____     | 5.0    | 0.0    | 0.0    |

## CALCULATIONS

THEORETICAL FLOW RATE (CRS) \* \_\_\_\_\_ 0.64  
 DIVERSION VOLUME (AFA) \* \_\_\_\_\_ 463.6

\* PUMP EFFICIENCY WAS ASSUMED TO BE 70%.

\* DIVERSION VOLUME IS THE ABSOLUTE MAXIMUM VOLUME BASED ON THE THEORETICAL FLOW RATE ASSUMING PUMP RUNS CONTINUOUSLY EVERY DAY OF THE YEAR.

Post-It® Fax Note 7671

|                   |               |
|-------------------|---------------|
| Date _____        | # of pages 1  |
| To Skip           | From Jim      |
| Co./Dept. Eastern | Co. Southern  |
| Phone # _____     | Phone # _____ |
| Fax # _____       | Fax # _____   |

ATTACHMENT T 5838  
 4 OF 5

# INFORMATION REQUIRED TO USE THE DAIRY LOTUS PROGRAM

PERMIT NO \_\_\_\_\_  
EXAMINER \_\_\_\_\_  
DATE \_\_\_\_\_

## \*\*\*\*\* REQUIRED DAIRY DATA

Number of Milking Cattle ----- 2500  
Number of Nonmilking Cattle ----- 1500  
Type of Lagoon  
    if aerobic; determine surface area in acres  
        345 ft by 100 ft by 10 ft deep --  
    if anaerobic; enter zero -----  
Evapotranspiration Factor for Area (AC-FT/AC-YR) \_\_\_\_\_  
Method of Washing  
    if manual cow washing; ----- enter 1  
    if automatic washing; ----- enter 2  
    if sprinkler system to wash cows  
        and flush holding pen ----- enter 3 = 1  
Number of Milkings per Day ----- 3

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## \*\*\*\*\* INFORMATION REQUIRED FOR THEORETICAL FLOW ESTIMATION (IF NECESSARY)

|                          | Pump 1     | Pump 2 | Pump 3 |
|--------------------------|------------|--------|--------|
| Pump Horsepower (HP)     | <u>20</u>  | _____  | _____  |
| Lift (FT)                | <u>100</u> | _____  | _____  |
| Discharge Pressure (PSI) | <u>60</u>  | _____  | _____  |
| Friction Losses (FT)     | <u>5</u>   | _____  | _____  |

*3.5/100 feet*

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seth Cannon  
1470 N. 750E.

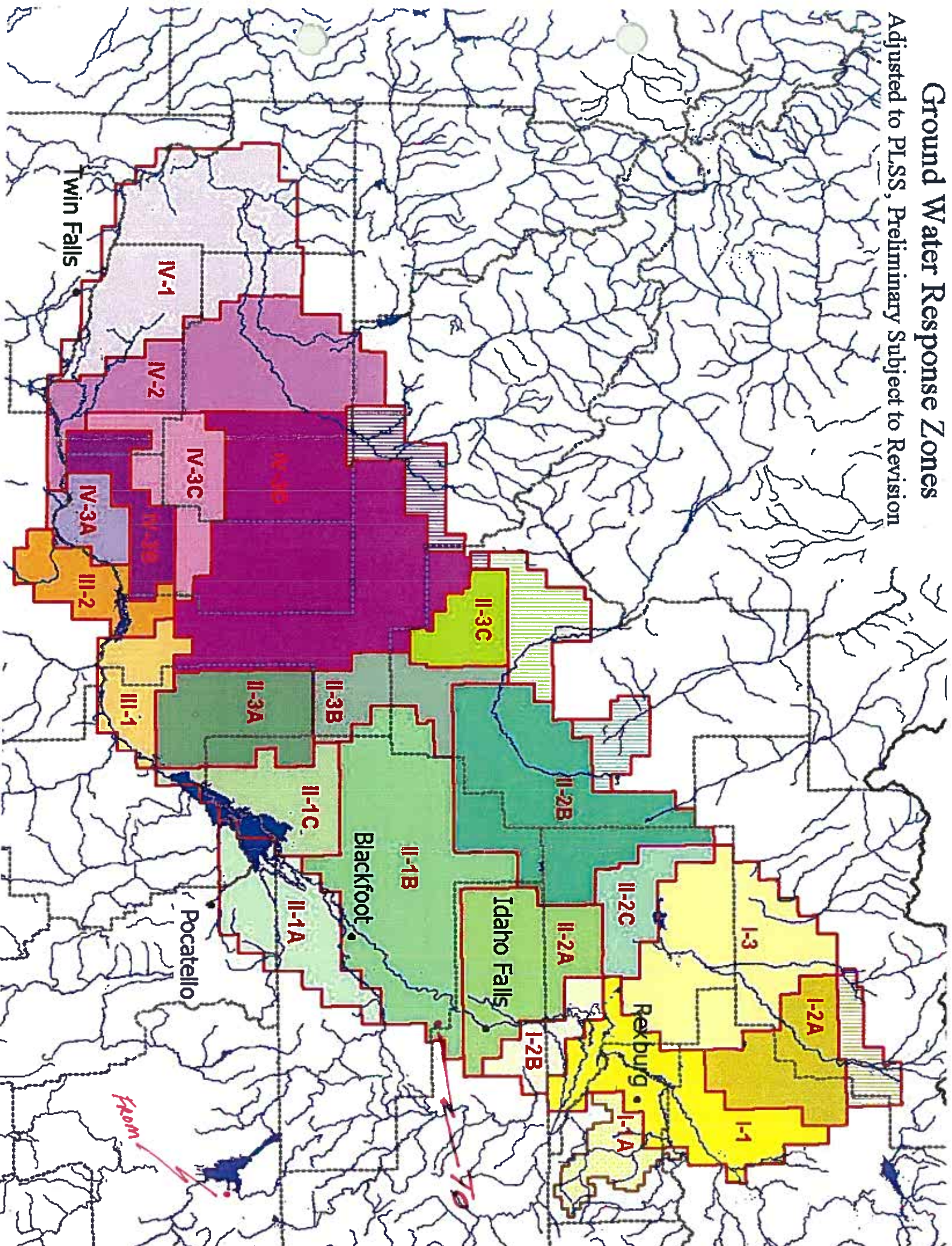
Shelley Id 83274

208-357-2564  
208-681-6788

*106.5 a/c  
42.6*

# Ground Water Response Zones

Adjusted to P.L.S.S., Preliminary Subject to Revision





# COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



ID#

Shelly, Idaho 7/18/00, 19

**1. REPRESENTATION CONFIRMATION:**

In this transaction, the broker(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):  
 Listing broker acted as a(n) limited dual agent For the Buyer.  
 Selling broker acted as a(n) limited dual agent For the Buyer.  
 In this transaction, the broker(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):  
 Listing broker acted as a(n) limited dual agent For the Seller.  
 Selling broker acted as a(n) limited dual agent For the Seller.  
 Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

**2. BUYER:**

Lawrence Shelly Properties

(hereinafter called "Buyer") agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

**3. PROPERTY ADDRESS AND LEGAL DESCRIPTION:**

The Property commonly known as 45 AC of IDWR  
located at 27-7073  
 City of Salt Lake City County of Caribou, Idaho legally described as:

**4. PRICE/TERMS:**

Total Purchase Price is \$23,425 Dollars (\$ 23,425 )  
 a) \$ cash down payment, including Earnest Money deposit.  
 b) \$ All Cash @ Closing Balance of the purchase price to be paid as follows:

**5. EARNEST MONEY:**

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of one thousand & no/100  
 Dollars (\$ 1,000 ). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or  
 b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by admission to the trust  
 for the benefit of the parties hereto.

**6. INCLUDED ITEMS:**

All attached floor coverings, attached television antennae, satellite dishes and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooking and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

Other items specifically included in this sale:

Items specifically excluded in this sale:

**7. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES:**

The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

- (1) Sale depends only the above mentioned water Right as per property.
- (2) Sale Subject to the Successful Transfer of Place of Use and Pumping like as per water Right.
- (3) Buyer will pay all cost and Fees Associated with Transfer.
- (4) Seller will facilitate Transfer with IDWR.

Buyer will have until ADA to satisfy or waive all conditions and/or contingencies.

**8. TITLE COMPANY/CLOSING AGENCY:**

a) The parties agree that ADA Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be ADA. Each party agrees to pay one-half of the Closing Agency's fee.

**9. TITLE INSURANCE:**

ADA to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by ADA. Title Company to provide all parties to this Agreement with a preliminary Title Report on or before ADA. Buyer shall have until ADA to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title, Seller shall have a reasonable time, not to exceed ADA business day(s), to cure any defects of title or provide affirmative Title Insurance coverage. Buyer may elect, as its sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing, taking title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer. The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.

Buyer's Initials (ADA) Seller's Initials (ADA)

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C RE 21 revised 07/96

Page 1 of 2

T 5838  
ATTACHMENT 2 OF 5

- 45 HL of  
NR Ltr # 27-7073
- 84 **PROPERTY ADDRESS:** \_\_\_\_\_
- 85 10. **ESCROW/COLLECTION:** If a long-term escrow/collection is involved, then the escrow/collection holder shall be \_\_\_\_\_
- 86 Each party agrees to pay one-half of escrow/collection fees.
- 87 11. **CLOSING DATE:** On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary
- 88 to complete the sale. The closing date shall be no later than 12/1/00. "Closing Date" means the date on which
- 89 all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.
- 90 12. **POSSESSION/PRORATION:** Buyer shall be entitled to possession on the day of closing or Closing
- 91 Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens,
- 92 encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or NA
- 93 Any tenant deposits held by Seller shall be credited to Buyer at closing.
- 94 13. **DEFAULT:** If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages
- 95 or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon
- 96 the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf
- 97 of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection
- 98 fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided
- 99 that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and
- 100 agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not
- 101 be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred
- 102 by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance,
- 103 escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the
- 104 matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be
- 105 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
- 106 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.
- 107 14. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, Buyer and Seller agree that in the
- 108 event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are
- 109 received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await
- 110 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
- 111 into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.
- 112 15. **TITLE CONVEYANCE:** Title of Seller is to be conveyed by warranty deed or NA deed, and is to be
- 113 marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances
- 114 of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer
- 115 16. **RISK OF LOSS:** Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to
- 116 closing by Agreement, this Agreement shall be voidable at the option of Buyer.
- 117 17. **CONDITION OF PROPERTY AT CLOSING:** Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will
- 118 assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and
- 119 tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be
- 120 in present operating order and condition at the time of closing, unless otherwise agreed to in writing.
- 121 18. **INSPECTION:** Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker
- 122 or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and
- 123 knowledge obtained from Buyer's own investigation or personal inspection of the Property.
- 124 19. **ADDITIONAL PROVISIONS:** Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an
- 125 Addendum consisting of NA page(s).
- 126 20. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.
- 127 21. **ENTIRE AGREEMENT:** This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no
- 128 warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein
- 129 set forth.
- 130 22. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
- 131 23. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) 7/27/00 and (Time) \_\_\_\_\_
- 132 If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.
- 133 24. **OTHER TERMS:** Acres to be Transferred are as Follows.
- 134 765 R42E Section 15.
- 135 36 Acres located on NW 1/4 NW 1/4
- 136 9 Acres located in NE 1/4 NW 1/4
- 137
- 138
- 139
- 140

141 ☐ **SEE ATTACHED BUYER'S ADDENDUM(S):** \_\_\_\_\_ (Specify number of Buyer Addendum(s) attached.)

142 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.

143 Buyer Signature Canon Shelly Properties By Canon Buyer Signature \_\_\_\_\_

144 Buyer (Print Name) \_\_\_\_\_ Buyer (Print Name) \_\_\_\_\_

145 Date 7/19/00 Time \_\_\_\_\_ Phone 357-7050 Date \_\_\_\_\_ Time \_\_\_\_\_ Phone # \_\_\_\_\_

146 Address 1907 E. 1500 N. Address \_\_\_\_\_

147 City Shelby State Ida Zip 83214 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

148 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

149 thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

150 ☐ **SIGNATURE(S) SUBJECT TO COUNTER OFFER** ☐ **SEE ATTACHED ADDENDUM(S)**

151 ☐ **SEE ATTACHED COUNTER OFFER(S)**

152 Seller Signature Louis Bros Inc. Broker/Colin P. H Seller Signature \_\_\_\_\_

153 Seller (Print Name) Louis Bros Inc. By Colin P. H Seller (Print Name) \_\_\_\_\_

154 Date 7/21/00 Time 3:45 PM Date \_\_\_\_\_ Time \_\_\_\_\_

155 Address 3805 E 65 S Address \_\_\_\_\_

156 City Idaho Falls State ID Zip 83406 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

157 Hm. Ph. 208-528-8319 Bus. Ph. 5082 Hm. Ph. \_\_\_\_\_ Bus. Ph. \_\_\_\_\_

158 A true copy of the foregoing Agreement, signed by Seller and containing the full and complete description of the premises,

159 is hereby received on this \_\_\_\_\_ Day of \_\_\_\_\_, 19\_\_\_\_.

160 **Buyer's Initials** (\_\_\_\_) (\_\_\_\_)

161 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and

162 is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®

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165 C-RE 21 Revised - 07/96

166 Page 2 of 2

T 5838

ATTACHMENT 3 OF 5

CARIBOU COUNTY 1999 PROPERTY TAX NOTICE  
CODE AREA 04

PARCEL NUMBER  
RL 1276A

MAKE CHECK PAYABLE TO:  
DIANE C. MEADS, TAX COLLECTOR  
P.O. BOX 507  
SODA SPRINGS, ID 83276  
(208) 547-3726

|              |           |           |
|--------------|-----------|-----------|
| MARKET VALUE | HOMESTEAD | NET VALUE |
| 32,954       | 0         | 32,954    |

LEWIS BROS., INC.  
BOX 3301  
ALPINE, WY 83128

\*--TAXING DISTRICT--\* \*--RATE\* \*--AMOUNT--\*  
COUNTY .5714222% 188.32  
SCHOOL DIST 150 .6827528% 224.99  
FAIRVIEW CEM .0152577% 5.03

NT/2 SEC. 15 T6S R42E 317.25AC

|                    |            |        |
|--------------------|------------|--------|
| TOTAL TAX/SPECIALS | 1.2694327% | 418.34 |
| -CIRCUIT BREAKER   |            |        |
| -PREPAYMENT ON     |            |        |
| NET TAX/SPEC DUE   |            | 418.34 |

\*\*\*IMPORTANT\*\*\*  
PLEASE READ BOTH FRONT AND BACK  
MONTHLY PAYMENTS ARE ACCEPTED

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE  
APPLIED TO THE OLDEST DELINQUENT YEAR.  
TO AVOID LATE CHARGES, PAYMENTS MUST BE  
RECEIVED OR POSTMARKED BY THE DUE DATE.  
KEEP TOP PORTION FOR YOUR RECORDS.  
PERSONAL CHECKS ARE YOUR RECEIPT  
SUBJECT TO BANK CLEARANCE.

| 1st Half |        | 2nd Half |        | Full   |        |
|----------|--------|----------|--------|--------|--------|
| TAX      | 209.17 | TAX      | 209.17 | TAX    | 418.34 |
| LATE     |        | LATE     |        | LATE   |        |
| SUBTOT   |        | SUBTOT   |        | SUBTOT |        |
| INT      |        | INT      |        | INT    |        |
| COST     |        | COST     |        | COST   |        |
| TOT      |        | TOT      |        | TOT    |        |

CARIBOU COUNTY 1999 PROPERTY TAX NOTICE  
CODE AREA 04

PARCEL NUMBER  
RL\* 1276A

MAKE CHECK PAYABLE TO:  
DIANE C. MEADS, TAX COLLECTOR  
P.O. BOX 507  
SODA SPRINGS, ID 83276  
(208) 547-3726

|              |           |           |
|--------------|-----------|-----------|
| MARKET VALUE | HOMESTEAD | NET VALUE |
| 32,954       | 0         | 32,954    |

LEWIS BROS., INC.  
BOX 3301  
ALPINE, WY 83128

--TAXING DISTRICT--\* --RATE\* --AMOUNT--  
COUNTY .5714222% 188.32  
SCHOOL DIST 150 .6827528% 224.99  
FAIRVIEW CEM .0152577% 5.03

NT/2 SEC. 15 T6S R42E 317.25AC

TOTAL TAX/SPECIALS 1.2694327% 418.34  
-CIRCUIT BREAKER  
-PREPAYMENT ON  
NET TAX/SPEC DUE 418.34

\*\*\*IMPORTANT\*\*\*  
PLEASE READ BOTH FRONT AND BACK  
\*\*\*MONTHLY PAYMENTS ARE ACCEPTED\*\*\*  
PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE  
APPLIED TO THE OLDEST DELINQUENT YEAR.  
TO AVOID LATE CHARGES, PAYMENTS MUST BE  
RECEIVED OR POSTMARKED BY THE DUE DATE.  
KEEP TOP PORTION FOR YOUR RECORDS.  
PERSONAL CHECKS ARE YOUR RECEIPT  
SUBJECT TO BANK CLEARANCE.

|        |          |        |          |        |        |
|--------|----------|--------|----------|--------|--------|
|        | 1st Half |        | 2nd Half |        | Full   |
| TAX    | 209.17   | TAX    | 209.17   | TAX    | 418.34 |
| LATE   |          | LATE   |          | LATE   |        |
| SUBTOT |          | SUBTOT |          | SUBTOT |        |
| INT    |          | INT    |          | INT    |        |
| COST   |          | COST   |          | COST   |        |
| TOT    |          | TOT    |          | TOT    |        |

IF YOU SHOW A DELINQUENCY, CALL US FOR THE PAYOFF  
AMOUNT. PRIOR YEARS MUST BE PAID FIRST. THANK YOU.

CARIBOU COUNTY 1999 PROPERTY TAX NOTICE  
CODE AREA 04

PARCEL NUMBER  
RL 12760

MAKE CHECK PAYABLE TO:  
DIANE C. MEADS, TAX COLLECTOR  
P.O. BOX 507  
SODA SPRINGS, ID 83276  
(208) 547-3726

| MARKET VALUE | HOMESTEAD | NET VALUE |
|--------------|-----------|-----------|
| 49,775       | 0         | 49,775    |

LEWIS BROS., INC.  
BOX 3301  
ALPINE, WY 83128

\*\*\*TAXING DISTRICT\*\*\* \*-RATE\* \*-AMOUNT-\*  
COUNTY .5714222% 284.42  
SCHOOL DIST 150 .6827528% 339.84  
FAIRVIEW CEM .0152577% 7.59

S1/2 SEC. 15, 320 A. T6S R42E

TOTAL TAX/SPECIALS 1.2694327% 631.85  
-CIRCUIT BREAKER  
-PREPAYMENT ON  
NET TAX/SPEC DUE 631.85

★ ★ ★ IMPORTANT ★ ★ ★  
PLEASE READ BOTH FRONT AND BACK  
★ MONTHLY PAYMENTS ARE ACCEPTED ★ ★ ★  
PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE  
APPLIED TO THE OLDEST DELINQUENT YEAR.  
TO AVOID LATE CHARGES, PAYMENTS MUST BE  
RECEIVED OR POSTMARKED BY THE DUE DATE.  
KEEP TOP PORTION FOR YOUR RECORDS.  
PERSONAL CHECKS ARE YOUR RECEIPT  
SUBJECT TO BANK CLEARANCE.

| 1st Half |        | 2nd Half |        | Full   |
|----------|--------|----------|--------|--------|
| TAX      | 315.93 | TAX      | 315.92 | TAX    |
| LATE     |        | LATE     |        | LATE   |
| SUBTOT   |        | SUBTOT   |        | SUBTOT |
| INT      |        | INT      |        | INT    |
| COST     |        | COST     |        | COST   |
| TOT      |        | TOT      |        | TOT    |

IF YOU SHOW A DELINQUENCY, CALL US FOR THE PAYOFF  
AMOUNT. PRIOR YEARS MUST BE PAID FIRST. THANK YOU.

Water Right Number - A27-07073

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

\*\*\* C - CURRENT OWNER \*\*\*

LEWIS BROTHERS INC

1 - PO BOX 301

2 -

3 -

City- ALPINE

State- WY Zip- 83218

Phone - 208-000-0000

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +  
02/11/1977 15 EASTERN L - LICENSE

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +  
GROUNDWATER

+ - - - - Point of Diversion - - - - - +  
Twn Rng Sec Tract Lot RFlg County Diversion Name

06S 42E 15 SW NW (29) CARIBOU

+ - - - - Water Use - - - - - +  
Code Description Period From Period To Diversion Rate Diversion Volume  
01 - IRRIGATION 04/01 11/01 3.790

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +  
3.790 922.5

+ - - - - Place of Use - - - - - +  
Twn Rng Sec Tract Lot Acres Code Description County

|     |     |    |       |  |      |    |            |              |
|-----|-----|----|-------|--|------|----|------------|--------------|
| 06S | 42E | 15 | SW NE |  | 15.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | NE NW |  | 9.0  | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | NW NW |  | 36.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | SW NW |  | 32.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | SE NW |  | 25.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | NE SW |  | 26.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | NW SW |  | 31.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | SW SW |  | 25.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | SE SW |  | 31.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | NE SE |  | 25.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | NW SE |  | 39.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | SW SE |  | 37.0 | 01 | IRRIGATION | (29) CARIBOU |
| 06S | 42E | 15 | SE SE |  | 38.0 | 01 | IRRIGATION | (29) CARIBOU |

Total Acres: 369.0

+ - - Diversion Means - WELL & PUMP.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

Water right number - A27-07073

Prefix Translation: ADJUDICATION CLAIM

+ - - - - Remarks - - - - -  
No Remarks found.

+ - - - - Old Water Right Numbers - - - - -  
No Old Water Right Numbers found.

+ - - - - Conditions of Approval - - - - -  
No Conditions of Approval found.

+ - - - Decree Plaintiff - - - +      + - - - Decree Defendant - - - +      + - Decree Date - +  
00/00/0000

+ - - Audit Fields - 01/24/90 MOBILE2 10/11/94 JTHOMPSO 03/29/95 POST-STD

+ - - - - Comments - - - - -  
No Comments Found

+ - - - - Adjudication Rights Dates and Flags Area - - - - -

|                      |              |                       |              |                         |         |
|----------------------|--------------|-----------------------|--------------|-------------------------|---------|
| Court Report Filing  | - 00/00/0000 | Field Inspection Made | - 00/00/0000 | Civil Case Number       | - 39576 |
| Objection Filed Date | - 00/00/0000 | Field Inspection Flag | -            | Old Case Number         | -       |
| Response Filed Date  | - 00/00/0000 | Verified Date         | - 00/00/0000 | Old Judicial District   | -       |
| Claim Received Date  | - 02/16/1990 | Last Amended Date     | - 00/00/0000 | Temporary Right         | - P     |
| Proof Due Date       | - 00/00/0000 | Proof Made Date       | - 00/00/0000 | Water District          | -       |
| Licensed Date        | - 00/00/0000 | Receipt Number        | - E012087    | Federal/State Indicator | - S     |
|                      |              | POU Ownership Flag    | - Y          | Presumption Flag        | -       |
|                      |              | Name Connector        | -            | Notice of Error Flag    | -       |