

Amended

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Transfer No. 73144

Receipt No. E032228

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

1. Applicant Information ROSE CREEK CROSSING , LLC
P O BOX 461196
LEEDS UT 84746
(801)201-7735

Will this transfer result in an ownership change? ☒ Yes ☐ No

2. Current Water Right

Part 2 Attached for Each Right

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
32-7081B	WR/License	4.16	1,193.5		341.0	GROUND WATER

3. Purpose of Transfer (Change Proposed)

Part 3A Attached for Each Proposed Right

Part 3B Attached for Each Split Right

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
32-7081B	NO	YES	YES	NO	NO	NO

Describe the reason for the proposed changes

Change of Ownership

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

B. Describe the effects on other water uses resulting from the proposed change

5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
32-7081B	4.16 cfs	341.0	341.0	1,193.5 af
TOTAL	4.16 cfs	341.0	341.0	1,193.5 af

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Transfer No. 73144
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

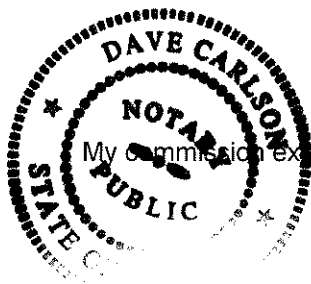
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Charles R. Hamilton
(Signature of Applicant)

Manager
(Title or Office)

Subscribed and sworn to before me this 30 day of July, 2007

Dave Carlson
(Notary Public)



My commission expires 2/26/2008

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 32-7081B

Priority Date: June 20, 1977

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/15 10/15	4.16 CFS	1,193.5 AFA	
	Total Diversion	4.16 CFS	1,193.5 AFA	

Source and Point(s) of Diversion:

GROUND WATER L2 (NWNE) Sec. 6 Twp 10N Rge 35E CLARK County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	35E	5		28.0	34.0		39.0	39.0	39.0	39.0									218.0
				L 2			L 3	L 4											
10N	35E	6	37.0	25.0	37.0	24.0												123.0	
			L 1	L 2															

Total Acres: 341

Conditions/Remarks:

1. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.2 CFS. COMBINED RIGHT NOS.: 32-00020, 32-00021, 32-00022, 32-00023, 32-00024, 32-00051
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 521 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 32-00020, 32-00021, 32-00022, 32-00023, 32-00024, 32-00051

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4. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
5. THE RIGHT HOLDER SHALL USE THE FULL ALLOTMENT OF APPURTENANT SURFACE WATER RIGHTS IN CONJUNCTION WITH GROUNDWATER DIVERTED UNDER RIGHT 32-07081D AND SHALL ONLY DIVERT GROUNDWATER UNDER THIS RIGHT WHEN WATER FROM THE APPURTENANT SURFACE WATER RIGHTS CANNOT BE DELIVERED TO THE RIGHT HOLDER.
THIS RIGHT SHALL NOT BE USED IF THE SURFACE WATER RIGHTS APPURTENANT TO THE PLACE OF USE ARE SOLD, TRANSFERED, LEASED OR USED ON ANY OTHER PLACE OF USE.
6. RIGHT NO. 32-07081C IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

Watered by the existing instream water right without the supplemental ground water right.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?
NO

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Transfer No. 73144
 Receipt No. E032228

**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 3A**

Proposed Water Right No. 32-7081B

Priority Date: June 20, 1977

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/15 10/15	4.16 CFS	1,193.5 AFA	
	Total Diversion	4.16 CFS	1,193.5 AFA	

Source and Point(s) of Diversion:

GROUND WATER NWNWNW Sec. 17 Twp 10N Rge 35E CLARK County

Describe the proposed diversion system

Point of Diversion # 1 WELL - 370 FT DEEP, PUMP - 360 HP, PIPELINE TO SPRINKLERS

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
10N	35E	18									24.0				24.0	9.0	39.0	39.0	9.0	144.0
10N	35E	19	31.0	38.0	38.0	30.0	30.0			30.0										197.0

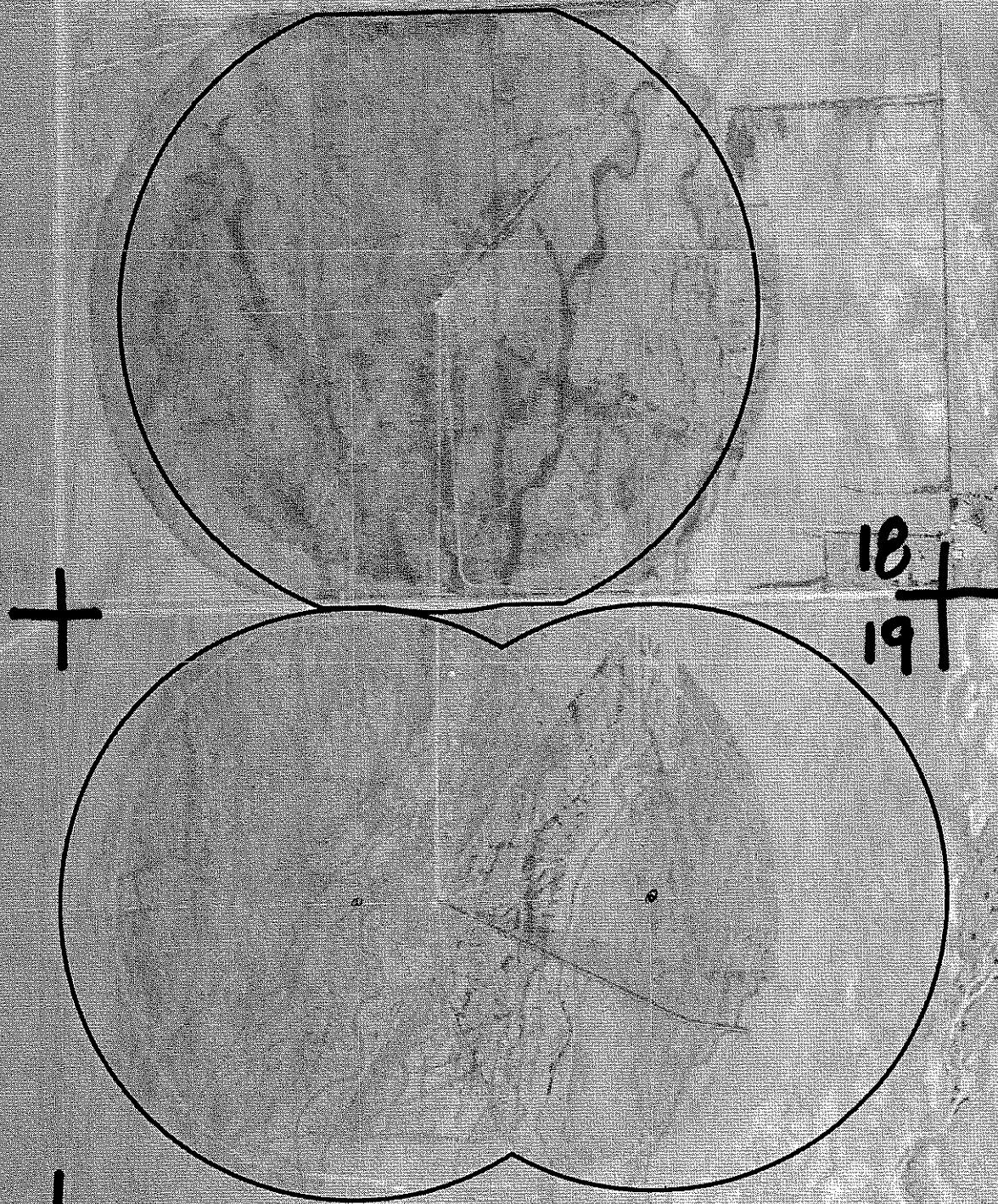
Total Acres: 341

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NEW SHAPE



ION

35E

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RECEIVED

Form 1-223
12-92

(Internet)

SEP 13 2006

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STATE OF IDAHO Department of Water Resources
Eastern Region
DEPARTMENT OF WATER RESOURCES

Transfer No. 73144

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Rose Creek Crossing Phone 801-201-7735
Post Office address PO Box 461196, Leeds, UT 84746

A. PURPOSE OF TRANSFER

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 Change of ownership

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>32-7081B</u>	<u>6/20/1977</u>	<u>4.160 CFS</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 4.16 CFS cubic feet per second and/or 1,193.5 acre-feet per annum.

3. Source of water Ground tributary to n/a

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	NW	NW	17	10N	3SE	CLARK	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
10N	3SE	18									40.0			40.0	40.0	40.0	40.0	36.0	236.0
10N	3SE	19	40.0	40.0	40.0	40.0	40.0			40.0									240.0

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Total acres 476.0

PART 1

6. General Information:

a. Description of diversion system WELL/PUMP TO SPRINKLER SYSTEM

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:

watered by the existing instream water right without
the supplemental ground water right.

d. Remarks:

Transfer to augment instream water right at
new point of diversion.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

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07/31/2007

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 32-7081B

WATER RIGHT NUMBER: 32-7081B

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	DANIEL W THOMAS ID
Previous Owner	JOANNE SHENTON HC 61 BOX 1110 DUBOIS, ID 83423 (208)374-5442
Previous Owner	H DEAN SHENTON HC 61 BOX 1110 DUBOIS, ID 83423 (208)374-5442
Current Owner	H TOD SHENTON 573 MEDICINE LODGE RD DUBOIS, ID 83423 (208)374-5813
Current Owner	CAROLYN RHODES SHENTON 573 MEDICINE LODGE RD DUBOIS, ID 83423 (208)374-5813

Priority Date: 06/20/1977

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 10/15	4.160 CFS	1,193.50 AF
	<u>Total Diversion:</u>	4.160 CFS	1,193.50 AF

Location of Point(s) of Diversion

GROUND WATER	L2 (NW1/4NE1/4)	Sec. 6,	Twp 10N,	Rge 35E, B.M.
CLARK County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	35E	5		28.0	34.0		39.0	39.0	39.0	39.0									218.0
				L 2				L 3	L 4										
10N	35E	6	37.0	25.0	37.0	24.0													123.0
			L 1	L 2															

Total Acres: 341

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IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 32-7081B

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. THE RIGHT HOLDER SHALL USE THE FULL ALLOTMENT OF APPURTENANT SURFACE WATER RIGHTS IN CONJUNCTION WITH GROUNDWATER DIVERTED UNDER RIGHT 32-07081D AND SHALL ONLY DIVERT GROUNDWATER UNDER THIS RIGHT WHEN WATER FROM THE APPURTENANT SURFACE WATER RIGHTS CANNOT BE DELIVERED TO THE RIGHT HOLDER. THIS RIGHT SHALL NOT BE USED IF THE SURFACE WATER RIGHTS APPURTENANT TO THE PLACE OF USE ARE SOLD, TRANSFERED, LEASED OR USED ON ANY OTHER PLACE OF USE.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.2 CFS. COMBINED RIGHT NOS.: 32-00020, 32-00021, 32-00022, 32-00023, 32-00024, 32-00051
4. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 521 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 32-00020, 32-00021, 32-00022, 32-00023, 32-00024, 32-00051
5. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
6. RIGHT NO. 32-07081C IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

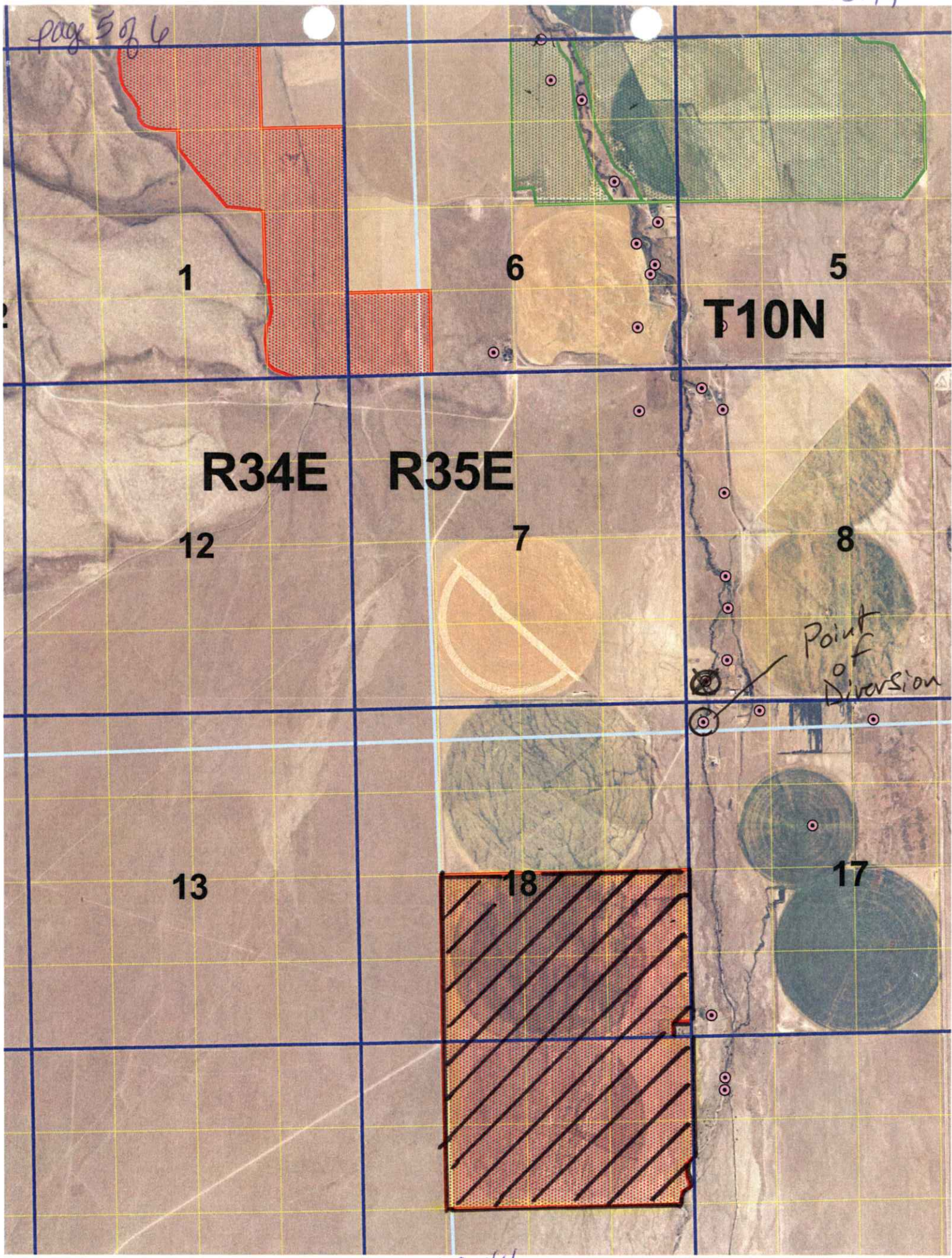
Dates and Other Information:

Licensed Date:
 Decreed Date: 10/27/2000
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal: S
 Owner Name Connector: AND/OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant:
 Decree Plaintiff:
 Civil Case Number: 39576
 Judicial District: FIFTH
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
12.2		521
Combined Water Rights: 32-7081B , 32-20 , 32-21 , 32-22 , 32-23 , 32-24 , 32-51		

Element Reviewed/Verified Dates:



PART 3

B. CHANGES IN NATURE OF USE

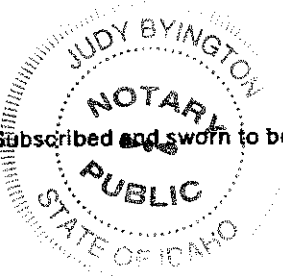
1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	<u>no Change</u>			to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

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.


Robert R. Hamilton Sharon L. Hamilton
 (Signature of Applicant)
 Subscribed and sworn to before me this 17th day of July, 19 2006
Judy Byington
 (Notary Public)
 My commission expires 10-4-2008

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 12 attachments

Received by KCW Date 9/13/2006 Protest filed by _____

Prelim. check by _____ Fee 8410⁰⁰ E032228 _____

Receipted by KCW Date 9/13/2006 _____

Published in Post Register Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____



COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



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

ID# 61792

DATE May 12, 2006

1. REAL ESTATE OFFICES:

Listing Agency n/a

Selling Agency n/a

Listing Agent Name n/a

Selling Agent Name n/a

Phone # (Office) 538-6018 (Home) n/a

Phone # (Office) 538-6018 (Home) n/a

2. REPRESENTATION CONFIRMATION:

In this transaction, the Brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n) n/a For the Buyer.

Selling Broker acted as a(n) n/a For the Buyer.

In this transaction, the Brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n) n/a For the Seller.

Selling Broker acted as a(n) n/a 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. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

3. BUYER: Cletus Hamilton

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

4. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as the Shenton Property

County of Clark Idaho legally described as: T10N, R34, EBM, Sec. 1, Lot 1.
City of Rural
T10N, R35, EBM, Sec. 6, Lot 6.

5. PRICE/TERMS: Total Purchase Price is One hundred thirty thousand Dollars (\$ 130,000).

a) \$ 10,000 (ten thousand dollars) cash down payment, including Earnest Money deposit.
b) \$ 120,000 Balance of the purchase price to be paid as follows: Cash at closing.

6. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of ten thousand Dollars (\$ 10,000). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or n/a
b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by Cameron & Co. Realty for the benefit of the parties hereto. The responsible Broker shall be Cameron Wheeler

7. INCLUDED ITEMS: All attached floor coverings, attached television antennae, satellite dish(es) 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, cooling 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: None

Items specifically excluded in this sale: None

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.

BUYER's Initials () () Date SELLER's Initials () () Date

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ATTACHMENT 1 OF 12

PROPERTY ADDRESS: Rural Clark County ID. 61792

8. **ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES:** The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

Buyer Will have 60 days to research and insure transfer of
water right 32-07081B to property that Buyer currently owns.

Buyer will have until July 12, 2006 to satisfy or waive all conditions and/or contingencies.

9. **TITLE COMPANY/CLOSING AGENCY:** a) The parties agree that Mountain West Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be Mountain West. Each party agrees to pay one-half of the Closing Agency's fee.
10. **TITLE INSURANCE:** ☐ BUYER ☒ SELLER 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 ☐ BUYER ☐ SELLER. Title Company to provide all parties to this Agreement with a preliminary Title Report on or before 7/5/2006. Buyer shall have until 7/10/06 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 _____ 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.
11. **ESCROW/COLLECTION:** If a long-term escrow/collection is involved, then the escrow/collection holder shall be n/a. Each party agrees to pay one-half of escrow/collection fees.
12. **CLOSING DATE:** On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than July 12, 2006. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.
13. **POSSESSION/PRORATION:** Buyer shall be entitled to possession on the day of closing or closing. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or 2006 taxes paid by Buyer. Any tenant deposits held by Seller shall be credited to Buyer at closing.
14. **DEFAULT:** If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages 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 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 of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection 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 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 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 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 by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of Brokerage fee, title insurance, 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 matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.
15. **ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.
16. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, Buyer and Seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are 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 any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.
17. **TITLE CONVEYANCE:** Title of Seller is to be conveyed by warranty deed or warranty deed, and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.
18. **RISK OF LOSS:** Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to closing by Agreement, this Agreement shall be voidable at the option of Buyer.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

BUYER's Initials () () Date _____ SELLER's Initials () () Date _____

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ATTACHMENT 2 OF 12

PROPERTY ADDRESS: Rural ark County

IL 61792

19. **CONDITION OF PROPERTY AT CLOSING:** Buyer agrees to purchase the Property in **as-is-condition**, where is, with all faults. Buyer will assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be in present operating order and condition at the time of closing, unless otherwise agreed to in writing.

20. **INSPECTION:** Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.

21. **ADDITIONAL PROVISIONS:** Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an Addendum consisting of n/a page(s).

22. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.

23. **ENTIRE AGREEMENT:** This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein set forth.

24. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

25. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) 5/22/06 and (Time) n/a. If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

26. **OTHER TERMS:** 1) Water Right #32-07081B is included in this sale.
2) This transaction cannot close before June 6, 2006.
3) If the Water Right cannot be transferred by Buyer, the sale of described real property is nullified.

27. BUYER'S SIGNATURES.

☐ **BUYER'S SIGNATURES SUBJECT TO ATTACHED BUYERS' ADDENDUM(S):** _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature <u>[Signature]</u>	BUYER Signature <u>[Signature]</u>
BUYER (Print Name) <u>Cletus Hamilton</u>	BUYER (Print Name) <u>Sharon Lee Hamilton</u>
Date <u>5-15-06</u> Time <u>3:00</u> Phone # <u>435-879-6986</u>	Date <u>5-15-06</u> Time <u>3:00</u> Phone # <u>435-879-6986</u>
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____

28. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SELLER'S SIGNATURES SUBJECT TO ATTACHED COUNTER OFFER	☐ SEE ATTACHED COUNTER OFFER
☐ SELLER'S SIGNATURES SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT	☐ SEE ATTACHED ADDENDUM/AMENDMENT
☐ SELLER'S SIGNATURES SUBJECT TO ATTACHED "SELLERS RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM	

SELLER Signature <u>[Signature]</u>	SELLER Signature _____
SELLER (Print Name) <u>Tod Shenton</u>	SELLER (Print Name) _____
Date <u>5-22-06</u> Time _____	Date _____ Time _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Hm. Ph. _____ Bus. Ph. _____	Hm. Ph. _____ Bus. Ph. _____

29. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on Date _____ Time _____.

BUYER: _____ BUYER: _____

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 3 Pages.
BUYER's Initials (____) (____) Date _____ SELLER's Initials (____) (____) Date _____

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ATTACHMENT 3 OF 12

RECORDED AT THE REQUEST OF,
AND AFTER RECORDING RETURN TO:

Allen Sims
Richard H. Thornton
PRINCE, YEATES & GELDZAHLER
175 East 400 South, Suite 900
Salt Lake City, Utah 84111-2357

Hamilton Property

Warranty Deed

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, 3 B RANCH, an Idaho limited liability company whose address is 1758 North 1000 East, Terreton, Idaho 83450 ("Grantor"), hereby grants, bargains, sells, conveys and warrants to ROSE CREEK CROSSING, LLC, a Utah limited liability company whose address is P.O. Box 461196, 825 Bonanza Road, Leeds, Utah 84746, the following parcel of real property (the "Property") that is located in Clark County, Idaho:

See exhibit A that is attached hereto and that is incorporated herein by reference;

CH
1.24
TOGETHER WITH all improvements located thereon and all easements, rights of way and other matters benefiting the Property and any water rights and ditch rights benefiting the Property, including the following water rights identified in the records of the Idaho Department of Water Resources: 32-42, 32-7009, 32-7010, 32-7030, 37-7083, 32-10007, 32-10010, 32-10011 and 32-11249;

TO HAVE AND TO HOLD the Property with its appurtenances unto Grantee and its successors and assigns forever. Grantor does hereby covenant to and with Grantee that Grantor is the owner in fee simple of the Property, that the Property is free from all encumbrances except the current year's taxes and assessments and that Grantor will warrant and defend the same from all lawful claims whatsoever.

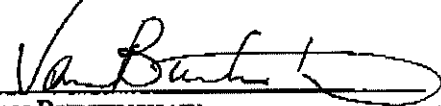
DATED this 30 day of May 2006.

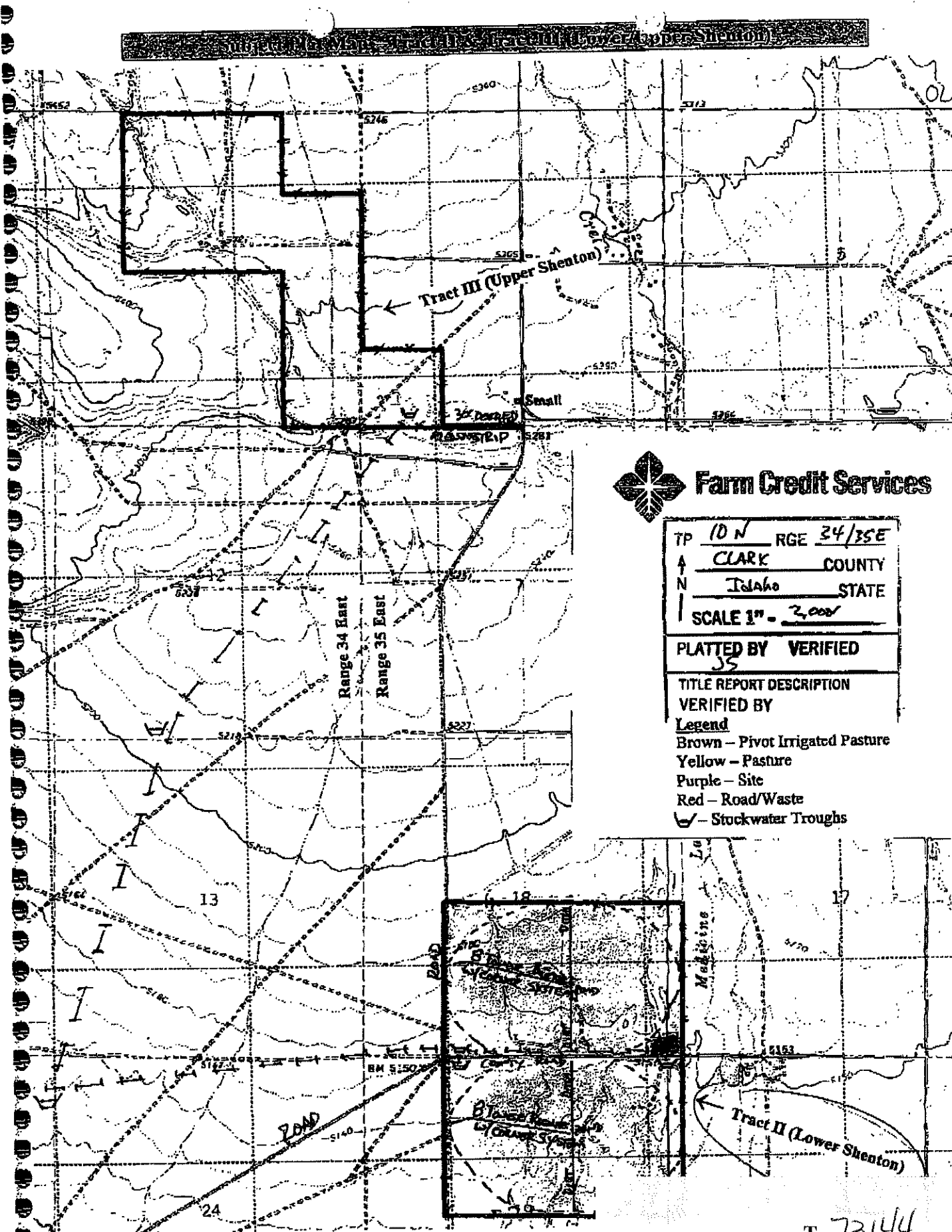
3 B RANCH LLC,
an Idaho limited liability company

By:


LYNN W. BURTENSHAW
Managing Member

By:


VAN BURTENSHAW
Managing Member



Farm Credit Services

TP 10 N RGE 34/35E

CLARK COUNTY

Idaho STATE

SCALE 1" = 2,000'

PLATTED BY VERIFIED

TITLE REPORT DESCRIPTION

VERIFIED BY

Legend

Brown - Pivot Irrigated Pasture

Yellow - Pasture

Purple - Site

Red - Road/Waste

✓ - Stuckwater Troughs

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ATTACHMENT 6 OF 12

Order No.: 3060616841KB

**LEGAL DESCRIPTION
EXHIBIT 'A'**

**Tract 1: Township 10 North, Range 34 East, Boise Meridian, Clark County, Idaho.
Section 29: West Half Southeast Quarter Southeast Quarter
Excepting Therefrom: any house trailer or mobile home standing on the premises.**

**Tract 2: Township 10 North, Range 34 East, Boise Meridian, Clark County, Idaho.
Section 1: Lots 2 and 3**

South Half Northeast Quarter
Southeast Quarter Northwest Quarter
East Half Southeast Quarter

Section 28: West Half West Half

Section 29: Northeast Quarter

Southeast Quarter Northwest Quarter
Northwest Quarter Southeast Quarter
West Half Northeast Quarter Southeast Quarter
East Half East Half Southeast Quarter
Northeast Quarter Southwest Quarter
Southeast Quarter Southwest Quarter
Southwest Quarter Southeast Quarter

Excepting therefrom: State Highway No. 22.

Also Excepting Therefrom: any house trailer or mobile home standing on the premises.

Section 32: Northeast Quarter

Northeast Quarter Northwest Quarter
South Half Northwest Quarter
Northeast Quarter Southwest Quarter
Southeast Quarter Southeast Quarter
North Half Southeast Quarter

Excepting therefrom: A parcel of land situated in Clark County, Idaho, Township 10 North, Range 34 East, Boise Meridian, Section 32, more particularly described as follows: Beginning at the Northeast corner of Section 32, Township 10 North, Range 34 East, Boise Meridian, thence South 00°12'50" West along the East line of Section 32 for a distance of 133.52 feet; thence North 89°49'57" West for a distance of 1395.86 feet to the true point of beginning, thence South 08°54'02" West for a distance of 1051.92 feet to the beginning of a Curve Left; Delta=08°41'12" Radius = 1450.00' Arc Length=219.84' Tangent=110.13' and Chord Bearing of South 04°33'26" West for a distance of 219.63 feet; thence South 00°12'50" West for a distance of 2034.35 feet to the beginning of a curve left; Delta=27°22'33" Radius=200.00' Arc Length=95.56' Tangent =48.71' and a chord bearing of South 13°28'27" East for a distance of 94.65 feet; thence South 27°09'44" East for a distance of 104.01 feet to the Northerly right of way line of U.S. Highway 22; thence South 62°50'16" West along said right of way for a distance of 100.00 feet; thence North 27°09'44" West for a distance of 104.01 feet to the beginning of a Curve Right; Delta=27°22'33" Radius=300.00' Arc Length=143.34' Tangent=73.07' and a chord bearing of North 13°28'27" West for a distance of 141.98 feet; thence North 00°12'50" East for a distance of 2034.35 feet to the beginning of a Curve Right; Delta=08°41'12" Radius=1550.00' Arc Length=235.00' Tangent=117.73' and a chord bearing of North 04°33'26" East for a distance of 234.77 feet; thence North 08°54'02" East for a distance of 1036.56 feet; thence South 89°49'57" East for a distance of 101.17 feet to the true point of beginning.

ATTACHMENT

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Also excepting therefrom: Township 10 North, Range 34 East, Boise Meridian, Clark County, Idaho.
 Section 32: Beginning at the SW corner of the Northeast Quarter Southeast Quarter of said Section 32, and running thence East along the South line of said Northeast Quarter Southeast Quarter a distance of 465.0 feet; thence North parallel with the West line of said Northeast Quarter Southeast Quarter a distance of 480 feet, more or less to the South right of way line of State Highway No. 22; thence Southwesterly along said right of way line 510 feet, more or less to the West line of said Northeast Quarter Southeast Quarter; thence South along said West line 350 feet, more or less to the point of beginning.

Also excepting therefrom: State Highway No. 22.

Section 33: West Half Northwest Quarter, lying North and West of State Highway No. 22.

Excepting therefrom: A strip of land 100 feet wide, being 50.0 feet on each side of the following described center line of highway as surveyed and shown on the official plat of the Idaho Central S-6840 (2) Highway survey on file in the Office of the Department of Highways of the State of Idaho and lying over and across the Southwest Quarter Northwest Quarter of said Section 33, to-wit: Beginning at the Station 965+40.0 of the said Highway Survey, which station is a point on tangent approximately 570.0 feet East from the West Quarter corner of said Section 33; running thence North 89°37' East 810.0 feet to Station 973+50.0 of said Survey, which Station is a point on tangent approximately 1320 feet East and 375.0 feet North from the West Quarter corner of Section 33.

Also excepting therefrom: State Highway No. 22.

Section 33: West Half Southwest Quarter
 Excepting therefrom: State Highway No. 22.

Township 10 North, Range 35 East, Boise Meridian, Clark County, Idaho.

Section 6: Lot 7

* Section 18: East Half Southwest Quarter
 Southeast Quarter *This is the 420 30,*
 * Section 19: East Half Northwest Quarter
 Northeast Quarter

Township 12 North, Range 32 East, Boise Meridian, Clark County, Idaho.

Section 26: Northwest Quarter Northeast Quarter

South Half Northeast Quarter

Northwest Quarter

South Half

Excepting therefrom and reserving to the United States all the coal and other minerals together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862)

Tract 3: A strip of land 30 feet in width across the South side of the Southeast Quarter Southwest Quarter of Section 6, Township 10 North, Range 35 East of the Boise Meridian, Clark County, Idaho.

Excepting therefrom Tracts 1, 2, and 3: Southeast Quarter Southeast Quarter in Section 29, Township 10 North, Range 34 East, Boise Meridian, Clark County, Idaho.

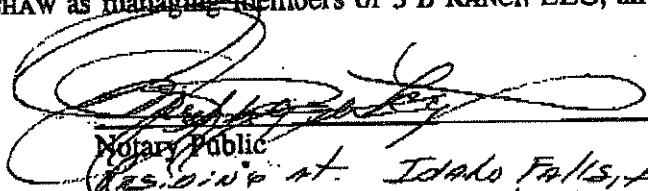
T 73144
 ATTACHMENT 8 OF 12

STATE OF IDAHO)

:SS

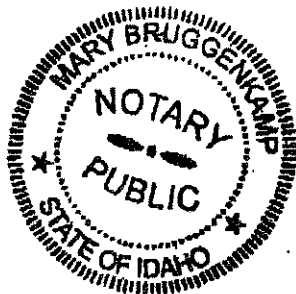
COUNTY OF Benewah, ME)

The foregoing instrument was acknowledged before me this 30 day of May 2006 by LYNN W. BURTENSHAW and VAN BURTENSHAW as managing members of 3 B RANCH LLC, an Idaho limited liability company.


Notary Public

Residing at: Idaho Falls, ID
Comm. Expires: 2/15/10

G:\R\IDV320.doc PYG File No. 14780-18



DEED OF EASEMENT

THIS INDENTURE, made and entered into this 11 day of Sept, 2006, by and between BRION D. EGAN and DEANNA EGAN, husband and wife, as party of the first part, and HAMILTON LAND & LIVESTOCK LIMITED, a partnership, as party of the second part.

WITNESSETH:

That for and in consideration of the sum of one dollar and other valuable considerations, and receipt whereof is hereby acknowledged, the party of the first part does hereby grant, sell, and convey unto the party of the second part

- a. An easement for ingress and egress for the use and maintenance of well, pump and irrigation pipeline and equipment located in the Southwest corner of the following described property:

Beginning at the Northwest Corner of Section 17, Township 10 North, Range 35 East of the Boise Meridian, Clark County, Idaho; running thence South along the section line 600 feet; thence East 263 feet to the center line of Medicine Lodge Creek; thence Northerly along the centerline of said creek to its intersection with the North line of said Section 17; thence West along said North line to the point of beginning.

- b. A 20 foot wide easement for the use and maintenance of an irrigation pipeline beginning at a point that is South 600 feet along the Section line from the Northwest Corner of Section 17, Township 10 North, Range 35 East of the Boise Meridian, Clark County, Idaho, and running Southwesterly 2372 feet, more or less, to the North line of the Southeast Quarter of Section 18, Township 10 North, Range 35 East of the Boise Meridian, Clark County, Idaho.

The party of the second part shall have full right of ingress and egress to said premises for the purpose of construction, maintenance, and repair of any improvements placed on the premises hereunder, and shall have the right to remove, cut, and trim any trees, brush or other obstructions on said premises which may injure or interfere with the second party's use thereof.

The party of the second part shall keep said property and the well and irrigation equipment located thereon in good condition and repair; complete or restore promptly and in a good workmanship like manner any improvement which may be constructed, damaged or destroyed thereon.

Microfilm No. **051684**

11 Day Sep 2006
At 4:17 O'Clock P M

Risa Black
Clark Co. Recorder

Fee \$ 16.00
Keesi Hurst Deputy

Recorded at Request of
Brion Egan

The party of the second part shall be responsible for and hereby agrees to defend and indemnify the party of the first part for and against any and all liabilities, claims, demands, losses, damages, costs, expenses, judgments, proceedings and causes of action of any kind arising in connection with its use of the property granted herein.

DATED: Sept 11 2006

Brion D Egan
BRION D EGAN

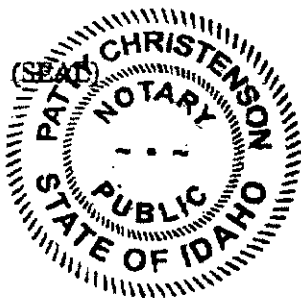
Deanna Egan
DEANNA EGAN

STATE OF IDAHO)

County of Clark)

) ss.
)

On this 11 day of September, 2006, before me, the undersigned, personally appeared BRION D. EGAN and DEANNA EGAN, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Patricia Christenson
Notary Public for Idaho
My commission expires: 3-01-2010



ADDENDUM # _____ (1, 2, 3, etc.)



THIS IS AN ADDENDUM TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is an ADDENDUM to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: May 12, 2006 ID # 61792

ADDRESS: _____

BUYER (S) Cletus Hamilton

SELLER (S) Tod Shenton

The undersigned Parties hereby agree as follows:

Due to the time involved in
transferring the water right,
both parties agree to extending
the closing date to on or before
6/1/2007.

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ATTACHMENT 12 OF 12