

RECEIVED

JAN 06 2006

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Southern Region

JAN 09 2006

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
37-4039					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

G Wallace Anderson

4. New Owner/Claimant(s)

6132 Old Hwy 30 King Hill Id 83633

~~King Hill~~ Brad & Roxie PlinstonName Connector (Check one): [] and, [] or, ☒ and/or

New Mailing Address

6132 Old Hwy 30

City, State and ZIP Code

King Hill Id. 83633

New Telephone Number

208-366-7773

5. Date you acquired the property

Dec. 2, 2005

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Breck D Johnston
Leslie R Johnston

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by [Signature] Date 1-6-06 Fee \$25.
 Received by [Signature] Date 1-6-06 Receipt No. 5028267
 Processed by _____ AJ Date _____ WR _____ Date _____

QUITCLAIM DEED

05-1144

RECEIVED

FEB 14 2006

DEPARTMENT OF
WATER RESOURCES

FOR VALUE RECEIVED

Roxie R. Johnston, a married woman as her sole and separate property

HEREINAFTER "GRANTOR" DOES RELEASE AND FOREVER QUITCLAIM UNTO

Roxie R. Johnston and Brad D. Johnston, wife and husband

WHOSE ADDRESS IS: 6132 Old Highway 30 King Hill, ID 83633

HEREINAFTER "GRANTEE," AND TO HIS HEIRS AND ASSIGNS, ALL RIGHT, TITLE AND INTEREST
GRANTOR HAS OR MAY HEREAFTER ACQUIRE THE FOLLOWING DESCRIBED REAL PROPERTY:

(See Attached)

TO HAVE AND TO HOLD, ALL AND SINGULAR THE SAID PREMISES, TOGETHER WITH THEIR
APPURTENANCES, UNTO GRANTEE, AND TO HIS HEIRS AND ASSIGNS FOREVER.

DATED: February 9, 2006


Roxie R. Johnston

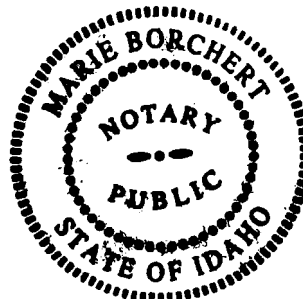
STATE OF IDAHO, COUNTY OF Elmore

On this 10th day of February 2005,
before me, a notary public in and for said
State personally appeared

Roxie R. Johnston

known to me to be the person(s) whose name(s)
is subscribed to the within instrument and
acknowledged to me that she executed the same





Residing at Mountain Home
Commission Expires My Commission Expires 05-18-11

LEGAL DESCRIPTION

A parcel of land lying in portions of U.S. Government Lot 4 and U.S. Government Lot 5, Section 7, T5S, R11E, Boise Meridian, King Hill, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the Section Corner common to Sections 5, 6, 7, and 8, Township 5 South, Range 11 East, Boise Meridian, King Hill, Elmore County, Idaho, said Brass Cap bears North 00°01'06" East 5267.30 feet from a found a Brass Cap marking the Section Corner common to Sections 7, 8, 17, and 18;

thence South 00°01'06" West 2633.65 feet to a set 5/8" iron pin marking the E1/4 Corner of said Section 7;

thence South 79°06'04" West 1289.36 feet to a point lying along the centerline of Highway 30;

thence North 00°00'00" West 51.08 feet to a set 1/2" iron pin lying along the apparent northerly right-of-way of said Highway 30;

said iron pin also marking the Real Point of Beginning;

thence along said apparent northerly right-of-way of Highway 30 the following courses and distances;

North 78°12'51" West 294.20 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left, a distance of 263.07 feet, said curve having a delta of 03°36'53", a radius of 4169.71 feet, tangents of 131.58 feet and a long chord of 263.02 feet which bears North 80°01'18" West to a set 1/2" iron pin marking the point of ending of said curve;

thence North 81°49'45" West 165.19 feet to a set 1/2" iron pin lying along the westerly boundary of said U.S. Government Lot 4;

thence leaving said apparent northerly right-of-way of Highway 30 North 00°05'59" East 315.22 feet along said westerly boundary of U.S. Government Lot 4 to a set 1/2" iron pin;

thence South 78°31'30" East 600.00 feet to a point, said point being witnessed by a set 1/2" iron pin which bears North 78°31'30" West 1.00 feet, said point also being witnessed by a set 1/2" iron pin which bears South 00°00'00" East 1.00 feet;

thence South 00°00'00" East 125.00 feet to a set 1/2" iron pin;

thence North 90°00'00" East 122.00 feet to a set 1/2" iron pin;

thence South 00°00'00" East 200.00 feet to the point of beginning.

(See Attached)

CASE NO.: 05-1144

LEGAL DESCRIPTION

SUBJECT TO:

Any easements or rights of way of record or in use.

QUITCLAIM DEED

05-1144

RECEIVED

JAN 19 2006

FOR VALUE RECEIVED

Brad Johnston, spouse of Roxie R. Johnston
aka Brad B. Johnson

DEPARTMENT OF
WATER RESOURCES

HEREINAFTER "GRANTOR" DOES RELEASE AND FOREVER QUITCLAIM UNTO

Roxie R. Johnston, a married woman as her sole and separate property

WHOSE ADDRESS IS: 6132 Old Highway 30 King Hill, ID 83633

HEREINAFTER "GRANTEE," AND TO HIS HEIRS AND ASSIGNS, ALL RIGHT, TITLE AND INTEREST
GRANTOR HAS OR MAY HEREAFTER ACQUIRE THE FOLLOWING DESCRIBED REAL PROPERTY:

Beginning at the Southwest corner of the E1/2 of U.S. Government Lot 4,
Section 7, Township 5 South, Range 11 East, Boise Meridian, Elmore County,
Idaho, running thence East along the State Highway (as such highway
existed September 12, 1929) 722 feet to a point; thence North 200 feet to
a point; thence West in a straight line 122 feet to a point; thence North
in a straight line 125 feet to a point; thence West in a straight line 600
feet to a point; thence South in a straight line 325 feet to the point of
beginning.

TO HAVE AND TO HOLD, ALL AND SINGULAR THE SAID PREMISES, TOGETHER WITH THEIR
APPURTENANCES, UNTO GRANTEE, AND TO HIS HEIRS AND ASSIGNS FOREVER.

DATED: October 28, 2005

Brad Johnston
Brad Johnston
B.

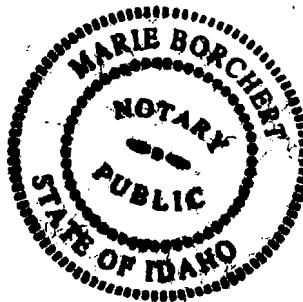
STATE OF IDAHO, COUNTY OF Elmore

On this / day of November 2005,
before me, a notary public in and for said
State personally appeared

Brad Johnston
D.

known to me to be the person(s) whose name(s)
is subscribed to the within instrument and
acknowledged to me that he executed the same

Marie Borchert



Residing at Mountain Home
Commission Expires Residing at Mountain Home, Idaho
My Commission Expires 05-18-11

LOAN OFFICER/SETTLEMENT AGENT TO COMPLETE:National City Bank of Indiana**CUSTOMER****IDENTIFICATION (CIP) FORM**

The closing agent must obtain identification (ID) for all customers and complete the information below, or provide a photo copy of each customers ID if their ID contains the information outlined below. A customer is defined as any borrower, or person required to sign any documents associated with this mortgage. ID must be government issued and unexpired. A photo ID is preferred.

IF ANY CUSTOMER CANNOT PROVIDE IDENTIFICATION, THE LOAN OFFICER/SETTLEMENT AGENT MUST IMMEDIATELY CONTACT THE CLOSER PER THE CLOSING INSTRUCTIONS

CUSTOMER: Boxee Renee JohnstoneCURRENT ADDRESS (PO Box, NOT permitted) 6132 Old Hwy. 30 Kershaw ID 83633DATE OF BIRTH (month/day/year): 7-25-1954TAX ID (9-digit) # 518-66-4646 11-2-2005DATES ON ID (if dates appear on ID) Issue Date: 7-25-2011 Expiration Date: 7-25-2011IDENTIFICATION: Driver's License ID# QA108610A State: ID

-or- Passport ID# _____
Country: _____

-or- Other ID# _____ ID Type: _____ State/Country: _____

CUSTOMER: Bradley Dean JohnstonCURRENT ADDRESS (PO Box NOT permitted) 6132 Old Hwy. 30 Kershaw ID 83633DATE OF BIRTH (month/day/year): 2-19-1958TAX ID (9-digit) # 518-72-1990DATES ON ID (if dates appear on ID) Issue Date: 2-14-03 Expiration Date: 2-19-2011IDENTIFICATION: Driver's License ID# QA19331E State: ID

-or- Passport ID# _____
Country: _____

-or- Other ID# _____ ID Type: _____
State/Country: _____

LOAN OFFICER/SETTLEMENT AGENT:

Name: Jessie McElred Date: 12-2-05

TRUSTEES' DEED

SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS, an Idaho nonprofit religious Corporation, as trustee of THE G. WALLACE ANDERSON AND RUTH ANDERSON TRUST, #71-176 dated September 10, 1973, grantor and party of the first part, and ROXIE R. JOHNSTON, a married woman as her sole and separate property, whose address is 6132 Old Highway 30, King Hill, Idaho 83633, grantees and parties of the second part, WITNESSETH, that the said party of the first part, for good and other valuable consideration, to them in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey without warranty unto the said party of the second part the following property situated in ELMORE County, State of Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or other wise appertaining,

and all estate, right, title and interest in and to the said property.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with appurtenances, unto the party of the second part and their heirs and assigns forever.

DATED this 28th day of October, 2005.

THE G. WALLACE ANDERSON AND RUTH ANDERSON
TRUST

By _____

SOUTHERN IDAHO CORPORATION OF
SEVENTH DAY ADVENTISTS, AN IDAHO
NON PROFIT RELIGIOUS CORPORATION,
trustee

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this ____ day of November, 2005 before me a Notary Public in and for said State, personally appeared _____,
as _____, known to me to be the person whose name is subscribed to the within instrument as trustee of the The G. Wallace Anderson and Ruth Anderson Trust, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for
Residing at:
Comm Exp:



IDAHO CONFERENCE
OF SEVENTH-DAY
ADVENTISTS, INC.

Administrative Offices

Trust Services

7777 W. Fairview Ave.
Boise, Idaho 83704-8418
Phone: 208-375-7524
Fax: 208-375-7526
idconf@idconf.org

October 24, 2005

Brad and Roxie Johnston
6132 Old Highway 30
King Hill ID 83633

Dear Brad and Roxie:

Enclosed is a copy for your records of the Purchase and Sale Agreement with your signatures, and the signatures of the president and secretary of our corporation. Hopefully, we will have this sale completed in the next few days.

Sincerely,

Donald A. Klinger
Vice President for Administration
and Planned Giving

er

Enclosure



Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, Idaho 83704
Phone: (208) 378-7703 • Fax: (208) 378-7759 • Email: marks@velocity.net

KLINGER PARCEL

A parcel of land lying in portions of Government Lot 4 and Government Lot 5, Section 7, T.5S., R.11E., Boise Meridian, King Hill, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the Section Corner common to Sections 5, 6, 7, and 8, T.5S., R.11E., Boise Meridian, King Hill, Elmore County, Idaho, said Brass Cap bears N.00°01'06"E. 5267.30 feet from a found Brass Cap marking the Section Corner common to Sections 7, 8, 17, and 18; thence S.00°01'06"W. 2633.65 feet to a set 5/8" iron pin marking the E1/4 Corner of said Section 7; thence S.79°06'04"W. 1289.36 feet to a point lying along the centerline of Highway 30; thence N.00°00'00"W. 51.08 feet to a set 1/2" iron pin lying along the apparent northerly right-of-way of said Highway 30; said iron pin also marking the REAL POINT OF BEGINNING;

thence along said apparent northerly right-of-way of Highway 30 the following courses and distances;

N.78°12'51"W. 294.20 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left, a distance of 263.07 feet, said curve having a delta of 03°36'53", a radius of 4169.71 feet, tangents of 131.58 feet and a long chord of 263.02 feet which bears N.80°01'18"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence N.81°49'45"W. 165.19 feet to a set 1/2" iron pin lying along the westerly boundary of said Government Lot 4;

thence leaving said apparent northerly right-of-way of Highway 30 N.00°05'59"E. 315.22 feet along said westerly boundary of Government Lot 4 to a set 1/2" iron pin;

thence S.78°31'30"E. 600.00 feet to a point, said point being witnessed by a set 1/2" iron pin which bears N.78°31'30"W. 1.00 feet, said point also being witnessed by a set 1/2" iron pin which bears S.00°00'00"E. 1.00 feet;

thence S.00°00'00"E. 125.00 feet to a set 1/2" iron pin;



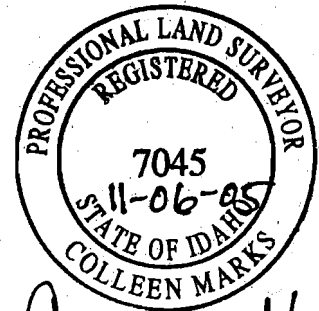
Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, Idaho 83704
Phone: (208) 378-7703 • Fax: (208) 378-7759 • Email: marksls@velocitus.net

thence N.90°00'00"E. 122.00 feet to a set 1/2" iron pin;

thence S.00°00'00"E. 200.00 feet to the point of beginning, containing 4.62 acres, more or less.

SUBJECT TO:

Any easements or rights of way of record or in use.



Colleen Marks

**REAL ESTATE PURCHASE AND SALE AGREEMENT
and
RECEIPT FOR EARNEST MONEY**

This Agreement entered into this 24th day of October, 2005, whereby **Brad and Roxie Johnston**, husband and wife, (hereinafter called "Buyer") agrees to purchase, and **THE IDAHO CONFERENCE OF SEVENTH-DAY ADVENTISTS, INC.**, formerly known as **THE SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS**, an Idaho non-profit religious corporation, (hereinafter called "Seller") agrees to sell the following described real estate referred to as "premises" commonly known as 6132 Old Hwy 30, City of King Hill, County of Elmore, State of Idaho legally described as:

Located in Elmore County, State of Idaho.

Beginning at the Southwest corner of the E 1/2 of Lot 4, Section 7, Township 5 South, Range 11 East, Boise Meridian, Elmore County, Idaho, running thence East along the State Highway (as such highway existed September 12, 1929) 722 feet to a point; thence North 200 feet to a point; thence West in a straight line 122 feet to a point; thence North in a straight line 125 feet to a point; thence West in a straight line 600 feet to a point; thence South in a straight line 325 feet to the point of beginning.

Address: 6132 Old Hwy 30, King Hill, Idaho

EARNEST MONEY

(a) Buyer hereby deposits and a receipt is hereby acknowledged of **FIVE HUNDRED and No/100ths DOLLARS (\$500.00)** paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in a trust account upon acceptance by all parties and shall be held by the closing agent for the benefit of the parties hereto.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event the financing contemplated herein by Buyer is not obtainable.

(d) The parties agree that Guarantee Title in Mountain Home, Idaho shall provide said title policy and preliminary report of commitment.

(e) It is hereby agreed that the "closing agent" for this transaction shall be Guarantee in Mountain Home, Idaho.

1. **TOTAL PURCHASE PRICE IS: ONE HUNDRED TWENTY THOUSAND and No/100ths DOLLARS (\$120,000.00)** in lawful money of the United States of America payable at time of closing less earnest money paid by Buyer.

2. **FINANCING.** This agreement is contingent upon Buyer qualifying for financing reasonably acceptable to Buyer.
3. **REAL ESTATE COMMISSION.** The parties acknowledge that no realtor has been involved in this transaction. Therefor, no real estate commission is to be paid.
4. **PERSONAL PROPERTY INCLUDED IN THIS SALE:** None.
5. **WARRANTIES.** Real estate is sold by Seller and accepted by Buyer "as is" without any warranties of any kind whatsoever.
6. **COSTS PAID BY:** Buyer and Seller agree to divide equally all closing costs except that Buyer agrees to pay all expenses for appraisals, inspections and any other expenses related to obtaining financing; and Seller agrees to pay all expenses for obtaining the title insurance policy.
7. **POSSESSION.** Buyer shall be entitled to remain in possession.
8. **CLOSING.** On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale. The closing date shall be on or before November 1, 2005. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing.
9. **DEFAULT AND ATTORNEY'S FEES.** If Seller executes this agreement, and title to said premises is marketable and insurable and the Buyer neglects or refuses to comply with the terms or any conditions of sale within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money shall be forfeited and considered as liquidated damages to Seller, and Buyer's interest in the premises shall be immediately terminated. The closing agent shall pay from said Earnest Money the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred in connection with this transaction and the remainder shall be to the Seller. Such forfeiture and acceptance by Seller of the Earnest Money as liquidated damages does not constitute a waiver of other remedies available to Seller.

In the event of default of either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

10. **INCLUDED ITEMS.** All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges (but excepting all other ranges) fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

11. **FINANCING REQUIREMENTS.** If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefor within three (3) banking days after Seller's execution of this agreement. The Buyer and Seller hereby authorize the parties designated in Earnest Money (b) hereof to advance such portion of the Earnest Money deposited as may be required to pay credit report fees, appraisal and other initial loan charges attributable to Buyer's financing. The parties agree that the Earnest Money less such loan charges if any may be refunded in the event financing contemplated by the Buyer is not obtainable.

12. **CONTINGENCY CLAUSE.** If Buyer's offer is contingent upon certain specified conditions occurring as specified in this agreement, Seller shall have the right to continue to offer the herein property for sale and to accept offers until such time as said contingencies have been satisfied or waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer three banking days written notice of such offer. In the event Buyer does not waive or satisfy the contingencies in writing within the three day period, then this Agreement shall be terminated and all deposits returned to Buyer less customary Buyer's costs. In the event Buyer does waive or satisfy the contingencies then Buyer shall proceed to purchase the property under the remaining terms and conditions of this Agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given and the three days shall commence on the earlier of either personal delivery of notice to the Buyer or his agent or two days following the date of mailing evidenced by the post mark on the envelope containing such notice. Notice shall expire at midnight on the third banking day after notice. All notices shall be sent to the addresses shown on the front page of this agreement.

13. **TITLE INSURANCE.** The Seller within a reasonable time after closing shall furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) days from receipt of the commitment or until 24 hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not so object, the Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, the earnest money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any.

14. **RISK OF LOSS.** Prior to closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this agreement shall be voidable at the option of the Buyer.

15. **INSPECTION.** The Buyer hereby acknowledges further that he has not received or relied upon any statements or representation by the Seller which are not herein expressed. The Buyer has entered into this agreement relying solely upon information and knowledge obtained from his own investigation or personal inspection of the premises. This agreement constitutes the whole

agreement between the parties and no warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.

16. **SURVIVAL OF TERMS.** The terms and provisions hereof, and any escrow instructions and all other documents being executed hereunder, including without limitation, all representations, warranties, and covenants hereunder, shall survive the closing.

17. **ADDITIONAL ACTS.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller and Buyer, each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the closing and thereafter, any and all such further acts, deeds and assurances as the Buyer may reasonably require to (i) evidence and vest in Buyer the ownership of and title to the premises (ii) otherwise to consummate the transactions contemplated hereunder.

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Idaho, as an agreement to be performed in the State of Idaho.

19. **PARTIAL ENFORCEABILITY.** If any part of this Agreement is determined to be illegal or unenforceable, all other parts of this Agreement shall be given effect separately and this Agreement shall not be defeated in its entirety.

20. **WRITTEN AMENDMENT.** This Agreement may be amended only by a writing executed by all parties.

21. **INTEGRATION.** This Agreement supersedes all previous understandings or agreements between the parties hereto. Notwithstanding the foregoing, each party agrees to execute such additional documents as may be necessary to effectuate this Agreement or to satisfy any term or condition imposed by this Agreement on or before closing, or at such other time, to the extent effectuation of this Agreement contemplates or requires a different time.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, which counterparts shall be considered as a complete Agreement.

23. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the respective parties, as may be appropriate.

24. **TIMING.** Time is of the essence with regard to all acts or deeds to be performed under or in connection with this Agreement.

25. **ACTS OF GOD, ETC.** Parties shall not be obligated to perform where performance is prevented by acts of God, war, legislation, and similar events beyond the parties control.

**THE IDAHO CONFERENCE OF SEVENTH-
DAY ADVENTISTS, INC., formerly known as
SOUTHERN IDAHO CORPORATION OF
SEVENTH-DAY ADVENTISTS, "SELLER"**

Stephen L. McPherson
PRESIDENT

Donna A. Kiger
SECRETARY

"BUYER"

Brad Johnston
Brad Johnston

Roxie Johnston
Roxie Johnston

SUBJECT INFORMATION Real Property-Deeds re: REAL ESTATE PURCHASE & SALE AGREEMENT.doc