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Land Description

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NOV 08 2000

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

Department of Water Resources

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. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
33-07172					
33-02138					
33-07040					

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) are 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)

Don Archibald

153 E Main - P.O. Box 16 Rye, ID

4. New Owner/Claimant(s)

Pancheri Inc.

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1494 Hwy 22

City, State and ZIP Code

Howe, Idaho

83244

New Telephone Number

(208) 767-3419

5. Date you acquired the property

Oct 1, 2000

MICROFILMED
OCT 22 2001

Please see file 33-02138 for support documentation.

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) See Attached for Signatures
(include title if applicable) _____

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 HWT Date 11/5/00 Fee 75^{xx}
 Received by HWT Date _____ Receipt No. E026311
 Processed by _____ AJ Date _____ WR _____ Date _____

Form 42-24842-1A09(6) July, 2000

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

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 Department of Water Resources
 Eastern Region

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Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	33-02138	- partial decree		-525-	
	33-07040	- partial decree		\$25-	
	33-07172	- partial decree		\$25-	
	plus 33-10095	- partial decree		\$20-	

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

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

Bruce A. Owens

BONNIE OWENS

4. New Owner/Claimant(s)

Pancheri, Inc. An Idaho Corp.

Name Connector (Check one): ☐ and ☐ or ☐ and/or

New Mailing Address

1494 Highway 22
77000 ID 83244

City, State and ZIP Code

New Telephone Number

(208) 767-3419 Receipt C.051489
9-8-00 \$25.00 12.15.00
 J BARRON

5. Date you acquired the property

**Idaho Secretary of State
Business Entity Search**

PANCHERI, INC.HOWE, ID 83244

Type of Business: CORPORATION, GENERAL BUSINESS**Status:** GOODSTANDING, REINSTATED 23 May 1988**State of Origin:** IDAHO**Date of Origination/Authorization:** 08 Mar 1965**Current Registered Agent:** JERRY PANCHERI
1494 HWY 22
HOWE, ID 83244**Filing Number:** C-36205**Number of Authorized Stock Shares:** 50,000**Date of Last Annual Report:** 04 Aug 1999**Related Documents:** 08 Mar 1965 - INCORPORATION (PANCHERI, INC.)
21 Nov 1969 - ARTICLES RESTATEMENT
24 Aug 1979 - UNKNOWN (OTHER (RA))
26 Apr 1982 - REINSTATEMENT
17 Oct 1983 - REINSTATEMENT
23 May 1988 - REINSTATEMENT
07 Aug 1989 - 1989 ANNUAL REPORT
07 Sep 1990 - 1990 ANNUAL REPORT
18 Sep 1991 - 1988 ANNUAL REPORT
10 Oct 1991 - 1991 ANNUAL REPORT
23 Oct 1992 - 1992 ANNUAL REPORT
20 Oct 1993 - 1993 ANNUAL REPORT
10 Aug 1994 - 1994 ANNUAL REPORT
11 Sep 1995 - 1995 ANNUAL REPORT
25 Oct 1996 - 1996 ANNUAL REPORT
12 Dec 1997 - 1997 ANNUAL REPORT
18 Dec 1997 - 1997 ANNUAL REPORT
15 Oct 1998 - 1998 ANNUAL REPORT
04 Aug 1999 - 1999 ANNUAL REPORT
26 Jan 2000 - STOCK CHANGE

Get a certificate of existence for PANCHERI, INC.

New Search

To: Idaho Water Resources & Carbon Sequestration
 Fax to 327 7566

0036276

Order No. 30001155

WARRANTY DEED
 water Right 33-02138

SEP 11 2000

FOR VALUE RECEIVED

Bruce A. Owens and Bonnie Lou Owens, husband and wife

the grantor(s), do hereby grant, bargain, sell and convey unto

Pancher Inc., an Idaho Corporation

whose current address is 1494 Highway 22, Howe, Idaho 83244

the grantor(s), the following described premises, in Blaine County, Idaho, to wit:

See Attached Exhibit A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances except Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9-8-2000

Bruce A. Owens
 Bruce A. Owens

Bonnie Lou Owens
 Bonnie Lou Owens

State of Idaho

County of Bonneville

On this 9/8/00, before me, a Notary Public in and for said state, personally appeared Bruce A. Owens and Bonnie Lou Owens

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she they executed the same.

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



Anita M. J. [Signature]
 Notary Public for the State of Idaho
 Residing at 1000 [Address]
 Commission Expires 5/20/2006

EXHIBIT A

Description of Subject Property

TOWNSHIP 6 NORTH, RANGE 28 EAST OF THE BOISE MERIDIAN, BUTTE COUNTY,
IDAHO.

SECTION 1: S1/2NW1/4;
 NW1/4SE1/4;
 S1/2SE1/4;
 N1/2SW1/4;
 SE1/4SW1/4;

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTH QUARTER OF SAID SECTION 1; THENCE S 0°18'51" WEST, ALONG THE EASTERLY BOUNDARY OF SAID NORTHWEST QUARTER OF SECTION 1, A DISTANCE OF 1326.25 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER NORTHWEST QUARTER (SE1/4NW1/4), SAID SECTION 1, AND POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 1 S 0°18'51" WEST A DISTANCE OF 838.92 FEET; THENCE N 88°12'06" WEST 101.87 FEET; THENCE N 26°13'11" WEST 930.52 FEET TO THE NORTHERLY BOUNDARY OF THE SOUTHEAST QUARTER NORTHWEST QUARTER (SE1/4NW1/4) OF SAID SECTION 1; THENCE N 89°53'47" EAST, ALONG THE NORTHERLY BOUNDARY OF THE SOUTHEAST QUARTER NORTHWEST QUARTER (SE1/4NW1/4), SECTION 1, A DISTANCE OF 517.54 FEET TO THE POINT OF BEGINNING.

SECTION 12: NW1/4NE1/4;
 S1/2NE1/4;
 E1/2NW1/4;
 NE1/4N31/4

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2011 02 20

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Department of Water Resources

ROCKY MOUNTAIN ACCOMMODATORS, INC.

725 SOUTH WOODRUFF • P.O. BOX 1895 • IDAHO FALLS, ID 83403-1895 • OFFICE (208) 524-1949 • FAX (208) 523-1406
124 EAST MAIN STREET • REIDUNG, ID 83440-1997 • OFFICE (208) 356-3685 • FAX (208) 356-3689

**ASSIGNMENT OF
REAL ESTATE PURCHASE & SALE AGREEMENT
FOR REPLACEMENT PROPERTY**

This agreement is entered into by and between Rocky Mountain Accommodators, Inc. (hereinafter called Accommodator) and Pancheri, Inc., (hereinafter called Exchanger).

WITNESSETH:

Whereas Exchanger as Purchaser entered into that certain Real Estate Purchase and Sale Agreement, between Bruce A. Owens and Bonnie Lou Owens, Seller, and Pancheri, Inc., Purchaser, and is incorporated herein by this reference; and

Whereas in said Real Estate Purchase and Sale Agreement, the Seller agreed to cooperate in the exchange in order for the subject transaction to qualify for Exchanger as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986; and

Whereas Accommodator and Exchanger have executed an Exchange Agreement in which Accommodator has promised to acquire suitable replacement property and to transfer the same to Exchanger, in consideration of Exchanger's transfer of exchange property to Accommodator; and

Whereas Exchanger has identified replacement property; and

Whereas Accommodator agrees to assume and perform Exchanger obligations under the Purchase and Sale Agreement;

NOW, THEREFORE, the parties agree:

1. Exchanger hereby assigns to Accommodator the Purchaser's rights, title and interest in, and the Purchaser's obligations under the Purchase and Sale Agreement, to acquire the subject replacement property.

Page Two

2. Accommodator hereby assumes the Purchaser's rights, title and interest in, and the Purchaser's obligations under the Purchase and Sale Agreement to acquire the same as replacement property.
3. Accommodator hereby requests the Seller to deed directly to Exchanger the property subject to the Real Estate Purchase and Sale Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as their free and voluntary act and deed, on the date indicated by each signature.

ROCKY MOUNTAIN
ACCOMMODATORS, INC.

Blayne McArthur
Blayne McArthur, Secretary

Date

9/8/2002

EXCHANGER
PANCHERI, INC.

By: *Jerry Pancheri* *Ryan Pancheri*
Jerry Pancheri, President
Exchanger

Date

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

B. TYPE OF LOAN		
1. ☐ FHA	2. ☐ FMHA	3. ☐ CONV. UNINS.
4. ☐ VA	5. ☐ CONV. INS.	
6. FILE NUMBER: 3030001455A		7. LOAN NUMBER:
8. MORTGAGE INS. CASE NO.:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Pancheri Inc.
E. NAME & ADDRESS OF SELLER: Bruce A Owens and Bonnie Lou Owens
F. NAME & ADDRESS OF LENDER: Farm Credit Services; 10 West Judicial, P.O. Box 10, Blackfoot, ID 83221
G. PROPERTY LOCATION:
H. SETTLEMENT AGENT: Alliance Title & Escrow Corp.
PLACE OF SETTLEMENT: 451 Park Ave., PO Box 50642, Idaho Falls, ID 83405-0642 (208) 524-5600
I. SETTLEMENT DATE: 9/08/2000 Final

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Department of Water Resources

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract sales price	110,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower: ▶ 110,000.00		420. Gross Amount Due To Seller: ▶	
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower: ▶		520. Total Reductions In Amount Due Seller: ▶	
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement From/To Seller:	
301. Gross amount due from borrower (line 120)	110,000.00	601. Gross amount due to seller (line 420)	
302. Less amount paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	
303. Cash (X FROM) (TO) Borrower: ▶	110,000.00	603. Cash (TO) (FROM) Seller: ▶	0.00

SELLER'S AND/OR BORROWER'S STATEMENT

Escrow: 3030001455A

The Seller's and Borrower's signature on acknowledge their approval and signify their understanding that the insurance proration and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

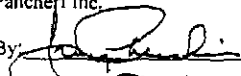
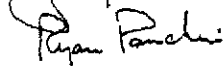
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

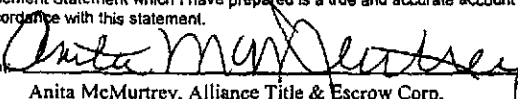
Borrowers/Purchasers

Sellers

Pancheri Inc.

By: 


The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Date: 9-8-10

Anita McMurtrey, Alliance Title & Escrow Corp.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ALLIANCE

TITLE & ESCROW CORP.

451 Park Ave. Idaho Falls, ID 83405-0642 (208) 524-5600 Fax No. (208) 524-1977

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Department of Water Resources

ESCROW CLOSING INSTRUCTIONS

Escrow No. 3030001455A
Date:

To: Alliance Title & Escrow Corp.

Before close of escrow **Bruce A Owens and Bonnie Lou Owens** has or will deposit with you under these instructions the following:

- ☒ Executed Warranty Deed - See file #3030001455
☐
☐
☐

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller **ONE HUNDRED TEN THOUSAND AND NO/100 Dollars (\$110,000.00)** subject to any charges and/or credits authorized herein; AND **Pancheri Inc.** has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

- ☐ Earnest Money in the amount of \$
☐ Proceeds of Loans (if any) in the amount of \$
☐
☐

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

- 1a. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Policy as follows:

Owners and Lenders Title Policy to be issued from file 3030001455 - The \$110,000.00 will be included in total purchase price of \$6232,000.00

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein;
OR Funds to be disbursed to Alliance Title and Escrow In Rigby for the purchase of property.

Escrow holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:

Warranty Deed - in file 30001455

2. You are instructed to prorate as of 9/08/2000 the following: n/a - Taxes were prorated in file 3030001455

and it understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in any prorate herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorates provided above. In the event any beneficiary's statement reveals a deposit, account or funds for a future payment of taxes, insurance or other future obligations of the loan, you are to: (X) Credit Seller and Debit Buyer.

It is understood and agreed that the real property tax pro ration herein is based on 1999 taxes in the amount of \$n/a. The undersigned parties hereby affirm and agree that Escrow holder, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of this escrow. Escrow holder shall not be responsible or liable for reimbursements as required thereby.

3. All water and utility charges and changes of ownership, if applicable (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow. Escrowholder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or

- unusual recording after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which escrow holder has or may have other banking relationships and further consent to the retention by escrow holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
 7. These instructions are effective for 14 days from date hereof; and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
 8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
 9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any Earnest Money Receipt and Agreement, executed by the parties herein, and that said Earnest Money Receipt and Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Earnest Money Agreement. The undersigned hereby affirm that all of any terms and conditions contained in the Earnest Money Agreement have been met or waived to the complete satisfaction of the parties.
 10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
 11. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
 12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
 13. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

ADDITIONAL INSTRUCTIONS – This closing is to accommodate seller for tax purposes – The purchase price of \$110,000.00 is included and is a part of the total sales price of \$632,000.00 – See file 3030001455

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that Alliance Title & Escrow Corp. (hereinafter referred to as ATEC) is not licensed to practice law and no legal or accounting advice has been offered by ATEC or any of its employees. We have been further informed that ATEC is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

These escrow-closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

We further understand that ATEC assumes no liability as to any law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME

Pancheri Inc.

Bruce A Owens

Bonnie Lou Owens

Buyer:

Address:

[Signature]
[Signature]

Seller:

Forwarding Address:

The foregoing instructions have been acknowledged and received by

Alliance Title & Escrow Corp.,

451 Park Ave., Idaho Falls, ID 83405-0642

By:

[Signature]
Anita McMurtrey

Dated:

9-8-02



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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#30943

DATE 09/07/00

1. REAL ESTATE OFFICES:

Listing Agency Real Estate By Archibald

Selling Agency Real Estate By Archibald

Listing Agent Name Reed Nord

Selling Agent Name Reed Nord

Phone #(office)

(home)

Phone #(office)

(home)

2. BUYER: Pancheri Inc.

(Hereinafter called "BUYER")

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS Pancheri Inc.

City Boise

County Butte

Idaho, Zip 83244

legally described as: House, Outbuildings and Five acres

3. TOTAL PURCHASE PRICE: One hundred ten thousand DOLLARS, \$ 110,000.00 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

A. EARNEST MONEY: BUYER hereby deposits Zero DOLLARS as Earnest

Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note due ☐ other N/A
and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ other N/A for the benefit of the parties hereto, and Real Estate by Archibald (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be Real Estate by Archibald

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 31 through 56, fill blanks with N/A.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IFHA ☐ RD ☐ OTHER N/A FIRST LOAN of \$ N/A not including mortgage

insurance, with interest not to exceed N/A % for a period of N/A year(s) at: ☐ fixed rate ☐ other N/A
BUYER shall pay no more than N/A point(s) plus origination fee if any. SELLER shall pay no more than N/A point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally.

BUYER shall apply for such loan within N/A business day(s) of SELLER's acceptance. Within N/A business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: N/A

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.
BUYER's initials () Date SELLER's initials () Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1998

BROKER: Real Estate by Archibald

AGENT: Reed D Nord

S/N: W10-6268

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****The amount of \$110,000.00 is part of the total Sales price of \$632,000.00
The \$110,000.00 is not over and above the sales price of \$632,000.00

RECEIVED

NOV 17 2000

Department of Water Resources

70 PURCHASE & SALES AGREEMENT RE21 PAGE 2

71
72 PROPERTY ADDRESS: Bonanza, Idaho 83244

ID# 30943

73
74 5. ADDITIONAL TERMS AND/OR CONDITIONS: N/A75
76
77
78
79 6. OCCUPANCY: BUYER ☐ does ☐ does not intend to occupy property as BUYER'S primary residence.

80 7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE
81 PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television
82 antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors,
83 window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace
84 equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and
85 equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in
86 connection with the premises and shall be included in the sale unless otherwise provided herein.

87 The following additional items are specifically:

88 A. INCLUDED IN THIS SALE: N/A89
90
91
92
93
94 B. EXCLUDED IN THIS SALE: N/A

95
96
97
98
99 8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
100 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental
101 unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money
102 at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless
103 otherwise specified in this Agreement.

104
105 9. TITLE INSURANCE:

106 (A) TITLE COMMITMENT: Prior to closing the transaction, ☐ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title
107 insurance policy showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or not
108 less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER
109 does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not
110 marketable, or cannot be made so within _____ business day(s) after notice containing a written statement of defect is delivered to SELLER,
111 BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal
112 fees, if any.

113 (B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance
114 policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects
115 elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage
116 policy is limited to matters of public record.

117 (C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender will require that BUYER (Borrower) furnish an
118 Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against
119 certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects
120 the lender.

121 (D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as, liens
122 (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if
123 they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal
124 obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to
125 a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is
126 for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

127 Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☐ BUYER ☐ SELLER.128
129 (E) The parties agree that _____ Title Company shall provide title policy and preliminary report of commitment.130
131 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.132 BUYER's Initials (JKP) Date _____ SELLER's Initials (JKP) Date _____133
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138
139 RE21 EFFECTIVE DATE AUGUST 1, 1989

BROKER: Real Estate by Archibald

AGENT: Reed D Nord

S/N: W10-6268

Printed using aFOrmation™ Software, v. 990

140 PURCHASE & SALES AGREEMENT RE21 PAGE 3

141 PROPERTY ADDRESS: 800 Idaho 83244

ID#: 30943

143 10. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER
144 shall, within _____ business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly
145 advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.
146 BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

147 FHA INSPECTION REQUIREMENT: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this
148 agreement.

149 BUYER chooses ☐ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 150 to 167

150 SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

151 1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have:
152 (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all
153 liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

154 2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent
155 section(s) of written inspection reports. SELLER shall have _____ business day(s) in which to respond in writing. The SELLER, at their option, may
156 correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter,
157 then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

158 3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being
159 responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days that they will not continue with the transaction
160 and will receive their Earnest Money back.

161 4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

162 5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to
163 proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

164 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens, indemnify and hold SELLER harmless
165 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any
166 governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

167 SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR
168 IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

169 11. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution
170 of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure
171 Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☐ N/A

172 12. LEAD PAINT DISCLOSURE: The subject property ☐ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
173 hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet,
174 "Protect Your Family From Lead in Your Home". (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with
175 all reports, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent
176 upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will
177 terminate. (d) That BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the

178 premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and
179 correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will
180 be returned to BUYER.

181 13. FINAL WALK THRU: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk thru inspection of the
182 premises approximately _____ day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs
183 agreed to in writing by BUYER and SELLER have been completed and Premises are in substantially the same condition as on acceptance date of this contract.
184 SELLER shall make Premises available for the final walk thru and agrees to accept the responsibility and expense for making sure all the utilities are turned
185 on. If BUYER does not conduct a final walk thru, BUYER specifically releases the Broker(s) of any liability.

186 14. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this
187 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
188 on appeal.

189 15. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event
190 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
191 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
192 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
193 shall recover court costs and reasonable attorney's fees.

194 16. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R.'S): BUYER is responsible to obtain and review a copy of the C.C.& R.'s (if
195 applicable). BUYER has reviewed C.C.& R.'s: ☐ Yes ☐ No ☐ N/A

196 17. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER
197 agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject
198 to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's
199 Association Documents: ☐ Yes ☐ No ☐ N/A Association fees/dues are \$ _____ per _____

200 18. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire
201 or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

202 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

203 BUYER'S Initials (JKP) Date _____ SELLER'S Initials (JK) Date _____

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208 R.E.21 EFFECTIVE DATE AUGUST 1, 1999

209 BROKER: Real Estate by Archibald

210 AGENT: Reed D Nord

211 S/N: W10-6268

212 Printed using mFORMS™ Software, v. 2.00

213 PURCHASE & SALES AGREEMENT RE21 PAGE 4

214 PROPERTY ADDRESS: Howe Idaho 83244

ID# 30943

215 19. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

216 20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law
217 or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER
218 agrees to pay up to \$ _____ lender repair costs only.

219 BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

222

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee					Title Ins. Standard Coverage Owner's Policy				
Closing Escrow Fee					Title Ins. Extended Coverage Lender's Policy - Mortgage Policy				
Lender Document Preparation Fee					Title Ins. Extended Coverage Owner's Policy (see page 3, ID)				
Flood Certification Fee					Appraisal Re-inspection Fee				
Flood Tracking Fee					Septic Inspection				
Tax Service Fee					Septic Pumping				
Attorney Contract Preparation Fee					Well Inspection				
Loan Assumption Fee					Survey				
					Fuel in Fuel Tank - Amount to be Determined by Supplier				

223

224 21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which
225 shall together constitute one and the same instrument.226 22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supercedes all prior
227 Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations
228 not expressly set forth herein shall be binding upon either party.229 23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall
230 be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing
231 an original document.

232

233 24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages
234 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
235 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
236 and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's
237 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
238 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
239 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.
240 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
241 and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees
242 and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.243 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
244 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
245 shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.246 25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may
247 be provided to the County Assessor's Office by either party or by either party's Broker.

248 26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

249 27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete
250 this transaction. The closing shall be no later than (Date) _____

251 The parties agree that the CLOSING AGENCY for this transaction shall be _____

252 If a long-term escrow / collection is involved, then the long-term escrow holder shall be _____

253 28. POSSESSION: BUYER shall be entitled to possession ☐ upon closing or ☐ date _____ time _____. Closing means the date
254 on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water
255 assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be
256 pro-rated as of _____

257

258 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

259 BUYER's Initials (S) (H) (O) (R) (T) Date _____ SELLER's Initials () () () () () Date _____

260

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266 R.E.21 EFFECTIVE DATE AUGUST 1, 1998

BROKER: Real Estate by Archibald

AGENT: Reed D Nord

S/N: W10-6268

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267 PURCHASE & SALES AGREEMENT RE21 PAGE 5

268 PROPERTY ADDRESS: _____ ID# 30943

271 29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or
272 contingencies which must be satisfied prior to closing: _____
273 _____

274 30. REPRESENTATION CONFIRMATION:

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

276 Listing broker acted as a(n) _____ for the BUYER.

277 Selling broker acted as a(n) _____ for the BUYER.

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

282 Listing broker acted as a(n) _____ for the SELLER.

283 Selling broker acted as a(n) _____ for the SELLER.

286 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.

291 31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) _____ and (Time) _____

292 If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

293 32. BUYER'S SIGNATURES: I/we further acknowledge receipt of a true copy of this Agreement.

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

297 BUYER Signature _____

BUYER Signature _____

298 BUYER (Print Name) _____

BUYER (Print Name) _____

301 Date 09/07/00 Time _____ Phone # _____

Date 09/07/00 Time _____ Phone # _____

302 Address _____

Address _____

303 City _____ State _____ Zip _____

City _____ State _____ Zip _____

307 33. SELLER'S SIGNATURES:

308 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.

311 ☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER☐ SEE ATTACHED COUNTEROFFER312 ☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT☐ SEE ATTACHED ADDENDUM/AMENDMENT313 ☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED "SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM

314 SELLER Signature _____

SELLER Signature _____

315 SELLER (Print Name) _____

SELLER (Print Name) _____

316 Date 09/07/00 Time _____ Phone # _____

Date 09/07/00 Time _____ Phone # _____

317 Address _____

Address _____

318 City _____ State _____ Zip _____

City _____ State _____ Zip _____

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

322 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

323 Date 09/07/00 Time _____

324 BUYER: _____ BUYER: _____

325 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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

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329 RE21 EFFECTIVE DATE AUGUST 1, 1999

BROKER: Real Estate by Archibald

AGENT: Reed D Nord

S/N: W10-6268

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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 33-02138

NAME AND ADDRESS: DON C ARCHIBALD
VERA M ARCHIBALD
153 E MAIN
PO BOX 16
RIGBY, ID 83442

SOURCE: GROUNDWATER

QUANTITY: 3.12 CFS

USE OF THIS RIGHT WITH RIGHT NO. 33-07040 IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 7.90 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 1466.5 AF.

PRIORITY DATE: 03/03/1959

POINT OF DIVERSION: T06N R28E S01 NWSWN Within Butte County
TWO POINTS OF DIVERSION LOCATED IN NWSWN, S01, T6N, R28E.

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 11-01	3.12 CFS

PLACE OF USE:	Irrigation	Within Butte County
T06N R28E S01	SWNW 35.0	SENW 20.0
	NESW 40.0	NWSW 36.0
	SESW 29.0	NWSE 33.0
	SWSE 40.0	SESE 15.0
S12	NWNE 32.0	SWNE 35.0
	SENE 40.0	NENW 32.0
	SENW 32.0	
	419.0 Acres Total	

USE OF THIS RIGHT WITH RIGHT NO. 33-07040 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 419 ACRES IN A SINGLE
IRRIGATION SEASON.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 156 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

August 13, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

PANCHERI INC
1494 HWY 22
HOWE ID 83244

RE: Change of Ownership for Water Rights 33-2138, 33-7040, 33-7172

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

OCT 11 / 2001