

72 NL 2E



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 65-03378

11:32
7-033A
11:32

NAME AND ADDRESS: CHRISTOPHER W JOHANSSON
LAURA N JOHANSSON
32 RIVER BLUFF LN
HORSESHOE BEND, ID 83629

SOURCE: SPRING TRIBUTARY: BROWNLEE CREEK

QUANTITY: 0.02 CFS
0.70 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/01/1950

POINT OF DIVERSION: T08N R02E S32 NESW Within Boise County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Stockwater	01-01 TO 12-31	0.02 CFS
			0.70 AFY

PLACE OF USE: Stockwater Within Boise County
T08N R02E S32 NESW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

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.



Daniel C. Hurlbutt, Jr.
Presiding Judge
Snake River Basin Adjudication

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
201 North Orchard Street
Boise, Idaho 83706-2237

RECEIVED

OCT 23 2000

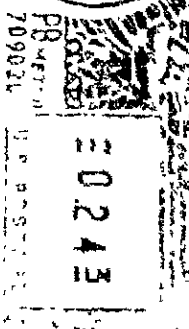
Department of Water Resources

RETURN SERVICE
REQUESTED

65-03378
65-03379

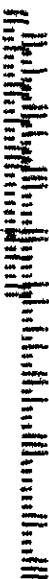
PRESORTED
FIRST CLASS

10.24.20
Mail present.
Ket



PALMER TO SENDER
RETURN TO SENDER
PALMER
PO BOX 36
SWEET ID 83670-0036
RETURN TO SENDER

ALMS 83670-0036



WATER RIGHT NO.	NAME	OWNER	PRIORITY DATE	STG/STS	SOURCE	USE DESC	SYSTEM
65-03378	PALMER, THOMAS PALMER, BRANDI	C C	04/01/1950	D/	SPRING	P DECR	WR
*65-03378	JOHANSSON, CHRISTOPHER W JOHANSSON, LAURA N	C C	04/01/1950	D/	SPRING	P DECR	AJ
A65-03378	WOODS, LEE M WOODS, ANN O	C C	04/01/1950	D/	SPRING	STOCK	AJ

12.4.00 - WR2 data have updated to
show Johansson as current
owner. Ret



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

October 16, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

THOMAS E PALMER
BRANDI D PALMER
PO BOX 430
HORSESHOE BEND ID 83629

RE: Water Right Nos. 65-03378 and 65-03379
Change in Ownership

Dear Mr. and Mrs. Palmer:

In June of 1999, the Department of Water Resources sent you correspondence acknowledging receipt of your change in ownership documentation and providing confirmation of that change to our database. The purpose of this letter is to inform you that the Department processed that change incorrectly and to provide you with information regarding the correction.

During a review of the file for water right no. 65-03378, it was determined that the right is appurtenant to parcel no. RP 08N02E324850 A owned by Christopher W. and Laura N. Johansson. Water right no. 65-03379 was found to be appurtenant to the property listed on your ownership change documentation. We have enclosed a copy of the Department's recommendation in the Snake River Basin Adjudication (SRBA) and a copy of the partial decree record from the SRBA Court for water right no. 65-03379 for your records. The Department will change the database to reflect your ownership of this right and to reflect the Johansson's ownership of right no. 65-03378.

Please accept our apologies for this error. If you feel that this change is incorrect or if you have questions regarding this change, please feel free to call me at 208-327-7940.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeff Peppersack'.

Jeff Peppersack, Manager
Water Right Permits Section

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

June 8, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

THOMAS E PALMER
BRANDI D PALMER
PO BOX 430
HORSESHOE BEND ID 83629

RE: Decreed Water Right 65-03378

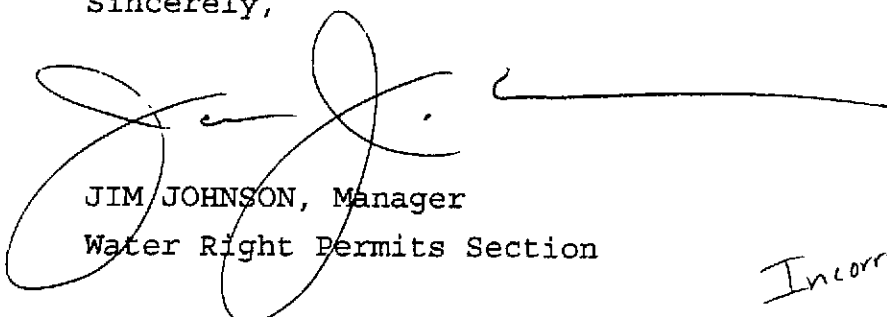
Dear Mr. & Mrs. Palmer:

The Department is in receipt of the correspondence changing the ownership of the above referenced decreed water right to you. We have modified our records to reflect this change in ownership and a computer-generated report is enclosed.

Just a reminder, because of a law that went into effect July 1, 1996, all water right owners are required to report change of address or ownership to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee to the water right owner. If you have other water rights that haven't had the ownership updated please contact the department as soon as possible.

If you have any questions regarding this matter, please feel free to contact me at (208) 327-7947.

Sincerely,


JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosures

*Incorrect - change back to
Johansson, Palmer property
is appurtenant to 65-03379
9/10/6/00*

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JUN 9 1999

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 12 1998

WATER RESOURCES
WESTERN REGION

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED

1. Water Right No(s).: 65-03378 SEP 17 1998
Adjudication Claim No(s).: A65-03378 Department of Water Resources

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant ANN O. WOODS OR LEE M. WOODS
RT 1 Box 95
GRANGEVILLE, ID 83530

4. New Owner/Claimant(s) THOMAS E PALMER BRANDI D PALMER
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address PO Box 430

City, State and ZIP Code HOMESBORO BEND ID 83629

New Telephone Number (208) 793 2312

5. Date you acquired the property FEB 4, 1998

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) THOMAS E PALMER

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

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SEP 30 1998

IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHT TO THE USE OF THE SURFACE AND GROUND WATERS OF THE PAYETTE RIVER DRAINAGE BASIN

MAP NO.

TO A

WATER RIGHT

65-3378

Bois Co

Notice is hereby given that JOHN B. LINK

(Name of Claimant)

Sweet, Idaho 83670

(Mailing Address)

claims a right to the diversion

and beneficial use of the surface or groundwater, of or tributary to the Payette River;

The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use, or date that permit was issued) April 1, 1950

- (2) Describe source of water: (Name of stream, lake, spring, etc., or subterranean) SPRINGS

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
(Both Dates Inclusive)

Use Stock water Period of Use From Jan. 1 To Dec. 31
(Domestic, Irrigation, stock, etc.) (Mo., Day) (Mo., Day)

Use _____ Period of Use From _____ To _____
(Domestic, Irrigation, stock, etc.) (Mo., Day) (Mo., Day)

Use _____ Period of Use From _____ To _____
(Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)

- (4) Quantity of water claimed: 0.28 Cubic Feet Per Second, or 27 AF Acre Feet Per Annum,
and/or 600 Gals. Per ~~XXXX~~ Day. (2 ponds)

- (5) A) Point of Diversion: Give location of point where water is diverted from its source. NE ¼ SW ¼
Sec 32 Twp. 8 N Rge. 2 E B.M.: additional points

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. #1 pond 1/2 acre in size; #2 pond 1/2 acre in size

- (6) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

Total No. of acres.

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible: water for 50 head of cattle

- (7) Effluent, sewage waste, or return water from this use is discharged into _____

- (8) If you are claiming water as a member of an organization, list name of organization. _____

- (2) Remarks _____

- (10) Basis of claim (Check one) ☒ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case: _____
☐ C) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.: _____

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

Individual

May 4, 1971

(Date)

John B. Lusk (Signature of Claimant) MICROFILMED

Organization

(Signature of Scout)

State of Idaho,)

Organization

County of Ada

On this 4th day of May, in the year 1971, before me.

a notary public, personally appeared John R. Link
known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they,
corporation, partnership or _____) executed the same. --

Notary Public residing at _____

My commission expires

May 26, 1974

888 6/11/77

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of this 6 day of February, 1998, by and between LEE WOODS and ANNIE WOODS, husband and wife, of Horseshoe Bend, County of Boise, State of Idaho, herein referred to as Sellers and THOMAS E. PALMER and BRANDI D. PALMER, husband and wife, of P.O. Box 439 Horseshoe Bend Id. 83629, hereinafter referred to as Buyer.

WITNESSETH

Singular terms used herein shall be read and interpreted as if written in the plural when the agreement so requires or permits. Likewise masculine, neuter and feminine terms shall be interpreted as being interchangeable so as to give reasonable sense and meaning to the terms and covenants herein.

PROPERTY: For and in consideration of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows: Seller hereby agrees to sell to Buyer, and Buyer covenants and agrees to purchase from Seller, the following described real property situated in the County of Boise, State of Idaho, to-wit:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

RESERVING and excepting therefrom, however, an easement for ingress, egress and utilities for the benefit of property retained by Grantors over and under the property more particularly described on Exhibit B which is attached hereto and incorporated herein by reference as if set out in full.

Said tract of land including all water and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

PURCHASE PRICE: It is agreed by and between the parties that the purchase price for said realty, improvements and personal property included in this sale, is the sum of THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$395,000.00) together with interest on that part of the purchase price remaining

from time to time unpaid as described below from MAY 6, 1998, which is payable as follows:

- (a) The sum of TWO HUNDRED THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$203,850.00) due at the closing of this transaction;
- (b) The sum of ^{seventy thousand nine hundred} ~~thirty-five~~ 62/100 DOLLARS (\$ 70,935.62) by Buyers assuming and paying according to its terms and conditions together with interest thereon that certain Real Estate Purchase Agreement with JOHN B. LINK and THERESA M. LINK, husband and wife, as sellers, and LEE WOODS and ANNIE WOODS, husband and wife, as buyer;
- (c) The sum of ^{one hundred twenty thousand} ~~two hundred fourteen and~~ 32/100 DOLLARS (\$ 120,214.32) together with interest thereon at the rate of 6% per annum from May 6, 1998, which is payable as follows:

All accrued interest shall be paid on or before the 6th day of August, 1998. The entire remaining principal and interest shall be paid on or before the 6th day of February, 1999;

- (e) All payments shall be applied first to the interest accrued to date of payment and secondly to the principal;
- (f) Buyer shall have the right to prepay all or any portion of the deferred balance of the purchase price at any time without penalty. Any prepayment made by Buyer shall be applied first to interest then owing and the balance to principal reduction. Said prepayment shall not reduce the amount or alter the frequency or date of payment described hereinabove.

POSSESSION: It is agreed that Buyer shall take possession of said property 5 days after notification by buyer upon , 1998, and shall thereafter be entitled to retain and enjoy said property so long as Buyer complies with the conditions and provisions of this agreement.

WASTE: It is agreed that the Buyer, at Buyer's own expense, will keep improvements on said property in good condition and repair, reasonable wear and tear excepted, and that Buyer shall not commit nor permit waste or damages thereto.

TAXES, ASSESSMENTS AND ACCRUALS OF INTEREST: All taxes, assessments and accruals of interest levied and assessed on said described premises for the years prior to 1998 shall be paid by the Seller. All taxes,

assessments or accruals of interest now or hereafter levied and assessed on said premises for the year 1998 shall be prorated between the parties as of February 6, 1998, each party to pay his proportionate share thereof. All taxes, assessments and interest levied and assessed on said premises for the years subsequent to the year 1998 shall be paid by the Buyer before the same become delinquent.

PERSONAL PROPERTY: It is agreed that no personal property is included in this sales transaction.

PREMISES INSPECTED: Buyer represents that it has thoroughly inspected the premises and all parts thereof and accepted the same AS IS and that there are no warranties, expressed or implied except as herein specified, if any. It is further specifically provided that neither the Seller, nor its assigns, shall be held to any covenant respecting the condition of any improvements on said premises or any of the property or to any agreement for alteration, improvements or repairs not included in this agreement.

Said property is conveyed AS IS as to existing boundary fences, if any, after reasonable inspection by the Buyer and the Seller does not make any representations or warranties as to the qualifications or suitability of said land for any purpose.

ESCROW: It is agreed that ALLIANCE TITLE & ESCROW COMPANY, Emmett, Idaho, shall act as escrow agent for each of said parties and that the initial escrow deposit fee shall be divided equally between Seller and Buyer, and that all subsequent escrow collection and disbursement charges shall be divided equally between Seller and Buyer.

The escrow instructions shall constitute directions and instructions to said escrow agent with respect to such escrow agent. The said deferred balance of the purchase price and interest thereon shall be paid by the Buyer to said escrow agent to the credit of the Seller. Buyer shall pay its share of escrow fees in addition to payments on the deferred balance.

In the event the amount due under this contract is paid before the amount due under the prior existing contract is paid in full, the documents held in escrow under this contract shall be transferred to the escrow under the prior existing contract. In the event the prior existing contract is paid in full before the amount due under this contract is paid in full, the documents in the prior existing escrow

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shall be transferred to this escrow and delivered according to its terms and conditions.

WARRANTY DEED: Seller shall deposit with the escrow agent hereunder a good and sufficient warranty deed conveying said property to the Buyer which instrument shall be delivered to the Buyer upon final payment under the terms of this agreement as herein mentioned; or upon default hereunder, as hereinafter provided, redelivered to Seller.

QUITCLAIM DEED: Buyer shall deposit with the escrow holder hereunder a quitclaim deed reconveying the subject property to Seller, and it is agreed that in the event of default by Buyer, not cured within the time herein provided after notice of default, the escrow agent is authorized to deliver said quitclaim deed to Seller to be recorded, in order that any interest Buyer may have had in the subject property may be cleared of record. The recording of such quitclaim deed from Buyer to Seller shall be conclusive proof, as against the Buyer, and Buyer's heirs, personal representatives, successors and assigns that Buyer has defaulted in the performance of this agreement and that all procedures set forth herein for sending of such notice of default, rescission of this agreement, and the termination of Buyer's rights to continue the purchase and a continued possession of the property have been fully and completely complied with by Seller, it being recognized and agreed that if Buyer claims any defect in such notice of default or procedures, or if Buyer claims any equitable interest in the property described herein, Buyer shall and must commence a legal action to assert such claims, if any, prior to the expiration of the time herein provided for correcting defaults and delivery of said quitclaim deed by the escrow agent after notice of default is given as herein provided and unless said action is commenced within such period of time, all such claims are waived by Buyer. If Buyer shall not default in the performance of this agreement, said quitclaim deed shall be delivered to Buyer along with the other documents held in escrow to which Buyer shall be entitled, and Buyer shall destroy said Quitclaim Deed.

INSURANCE: It is agreed that the Buyer shall provide fire and casualty insurance protection for the premises in an amount not less than the maximum insurable value. The policy shall be payable to the parties hereto as their respective interests may appear. The proceeds of any insurance, at Buyer's option, shall be applied toward the replacement of the property, or payment of the obligation. The Buyer shall make its election within ninety (90) days after the

property is damaged, and if the Buyer does not make its election within this period, the Seller shall make the election as to how the proceeds of insurance will be applied. Proof of current insurance in the required amount shall be deposited with the closing agent and kept current with the escrow agent at all time during the term of this agreement.

TITLE INSURANCE: Seller shall, at its own expense, furnish to the Buyer within thirty (30) days after the execution hereof, preliminary title report or commitment for the purpose of issuance of an extended coverage title insurance policy insuring title to said premises for conveyance to the Buyer in an amount of the total purchase price set forth in this agreement. If such preliminary report shall not commit such title insurance company to insure title to said premises without exception, excepting those set forth in this agreement, and the standard exceptions of such title insurance policy, then the Buyer shall, in writing, set forth the particulars wherein such preliminary report shall not commit such title insurance company to so insure title and Seller upon receiving such notice shall diligently undertake and consummate such acts and proceedings to cause title insurance to be issued insuring such title as herein set forth, such proceedings to be completed within six (6) months after receipt of such notice. Title defects not specified in such notice or within twenty (20) days after receipt by the Buyer of a preliminary report will be deemed to have been waived by the Buyer and the extended coverage title insurance policy shall be furnished within twenty (20) days after the expiration of the period for objections or within twenty (20) days after such objections have been removed. Seller will provide the extended coverage title insurance policy and the difference in the cost between a standard policy and the extended coverage policy shall be divided between Seller and Buyer. Seller shall pay the portion of the title insurance policy that equals what a standard title insurance policy would cost.

ENCUMBRANCE: It is understood and agreed between the parties that the above described premises are subject to the following encumbrances:

Real Estate Purchase Agreement, entered into on or about June 5, 1986, with JOHN B. LINK and THERESA M. LINK, husband wife, as sellers, and LEE WOODS and ANNIE WOODS, husband and wife, as buyers, and as modified on the 14 day of October, 1997, by a portion of the

property being released from the contract. The portion of the property released IS NOT included in the sale to Palmers.

Buyers agree to assume the above-described encumbrance and pay the remaining payments of principal and interest due under said encumbrances, promptly, when the same are required to be paid.

RESERVED: It is expressly agreed that title to the said property and any improvements thereon, or to be placed thereon, is specifically reserved in the Seller until Buyer complies with all covenants herein contained or assumed.

MEMORANDUM OF CONTRACT: The parties agree that a memorandum of contract shall be signed by the parties and recorded.

LIENS: It is agreed that the parties shall not suffer or allow any liens to be placed on said property during the term of this agreement, without first obtaining written permission of the other party. This paragraph does not prohibit an assignment or sale of the premises or contract, as long as said sale or assignment is made subject to the terms and conditions herein contained, and with the further understanding that neither party is released from any covenants herein contained without a written release to that specific effect.

It is agreed and understood that the Buyer is not acting as the agent or servant of the Seller and the Buyer does further agree that it will not hold itself out to be the agent or servant of Seller.

TIME IS OF THE ESSENCE AND DEFAULT: Time and punctuality of payment are of the essence and a material part of this agreement; and in the event Buyer shall default in the performance of the terms of this agreement, Seller shall cause notice in writing to be given to Buyer, specifying the manner in which such default occurred. Said notice shall be given in accordance with the escrow instructions. The notice shall be addressed to Buyer at PO Box 430
Horseshoe Bend, Id. 83629, or such other address as Buyer shall request in writing, and the notice shall be served upon the Buyer by depositing the notice in any United States Post Office, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the Post Office as aforesaid. If Buyer shall fail to cure such default within thirty-five (35) days after the service of such notice as aforesaid, then Seller may elect to declare the entire unpaid balance on the agreement, including principal, interest, taxes, assessments, attorney fees and any other sums owing Seller to be immediately due and owing.

In the event Buyer fails to pay the full amount owed, Seller shall give a second written demand using the procedure for giving a notice of default demanding that the full amount owed be paid. If Buyer fails to pay the full amount owed within sixty (60) days of the second written demand then Seller may elect to:

(1) Bring suit to establish the balance owing hereunder as a debt due Buyer to Seller and to foreclose this agreement as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho, relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; nonnotice to Buyer of election to pursue this course of action is required prior to suit, or

(2) Declare this agreement to be terminated due to said default. In that event, this agreement shall be immediately terminated and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this agreement. In that event, Buyer agrees to immediately surrender the possession of the premises and to any improvements made thereon, which improvements shall attach to and become a part of the real property and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election terminate the agreement shall be given and Buyer agrees to immediately vacate the premises upon receipt of the notice.

c. To pursue any other remedy in law or equity to enforce the performance of this agreement, or to recover damages for breach thereof.

d. In the event that it becomes necessary for either of the parties to place this agreement in the hands of an attorney for enforcement of its rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorney fee incurred by the prevailing party, and shall further pay the costs of preparation and service of any default, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Seller of any payments of the principal, interest or repayment of any taxes after the same may have been past due, or after Buyer may have defaulted under this agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Seller to Buyer under this agreement shall not

in any wise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this agreement or of any subsequent default that may be made by the Buyer. It is further expressly agreed that any delay in enforcing the performance of any of the provisions of this agreement shall not operate to waive, or be a waiver of, the right of Seller to enforce any provisions of this agreement, in accordance with its terms.

ATTORNEY FEES: The parties acknowledge that this agreement, the accompanying escrow instructions, deeds and other documents were prepared by an attorney for the Buyer, and that Seller was invited to seek its own legal counsel. The parties agree that Buyer paid the costs of preparation thereof, and Seller shall reimburse Buyer for ½ of the cost of preparation.

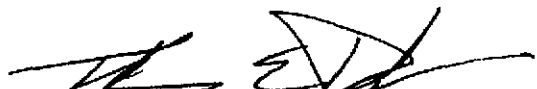
HEIRS AND ASSIGNS: This agreement shall be binding upon the heirs, administrators, executors, personal representatives and assigns of the parties hereto.

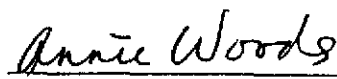
IN WITNESS WHEREOF, the parties have caused their names to be written, all as of the date and year herein first above written.

SELLERS:

BUYERS:


LEE WOODS


THOMAS E. PALMER


ANNIE WOODS


BRANDI D. PALMER

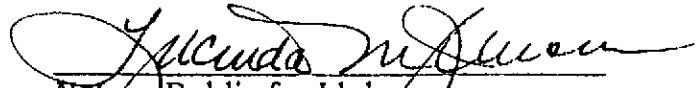
STATE OF IDAHO

County of Gem

ss.

On this 6th day of February, 1998, before me, the undersigned, a Notary Public for Idaho, personally appeared LEE WOODS and ANNIE WOODS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, 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 Idaho
Residing at Emmett, Idaho
My Commission Expires 6-30-2000

STATE OF Idaho

County of Gem

ss.

On this 6th day of February, 1998, before me, the undersigned, a Notary Public for said State, personally appeared THOMAS E. PALMER and BRANDI D. PALMER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing at Emmett, Idaho
My Commission Expires 6-30-2000

EXHIBIT "A"

PARCEL I

East Half Southwest Quarter Section 32, Township 8 North,
Range 2 East, Boise Meridian, Boise County, Idaho

West Half Southeast Quarter Section 32, Township 8 North,
Range 2 East, Boise Meridian, Boise County, Idaho

EXCEPT

A parcel of land being a portion of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 32, Township 8 North Range 2 East, Boise Meridian, Boise County, Idaho, and lying Northeasterly of the approximate center line of the Brownlee Loop Road and more particularly described as follows:

BEGINNING at a stone marking the Northwest corner of said Southwest Quarter of Section 32, thence along the Northerly boundary of said Southwest Quarter of Section 32, South 89 degrees 30'14" East 1,417.51 feet to a point marking the intersection of said Northerly boundary of the Southwest Quarter of Section 32, and said approximate centerline of the Brownlee Loop Road, said point being the REAL POINT OF BEGINNING; thence continuing along said Northerly boundary of the Southwest Quarter of Section 32,

South 89 degrees 30'14" East 1,217.45 feet to an iron pin marking the Northeast corner of said Southwest Quarter of Section 32; thence along the Northerly boundary of said Southeast Quarter of Section 32,

South 89 degrees 33'42" East 1,313.34 feet to an iron pin marking the Northeast corner of said West Half of the Southeast Quarter of Section 32; thence along the Easterly boundary of said West Half of the Southeast Quarter of Section 32,

South 00 degrees 13'26" West 2,278.19 feet to a point marking the intersection of said Easterly boundary of the West Half of the Southeast Quarter of Section 32 and said approximate centerline of the Brownlee Loop Road; thence along said approximate centerline of the Brownlee Loop Road the following courses and distances to points;

North 75 degree 33'55" West 11.95 feet; thence
North 83 degrees 58'22" West 84.87 feet; thence
South 76 degrees 46'20" West 91.85 feet; thence
South 63 degrees 22'08" West 82.17 feet; thence
South 61 degrees 37'53" West 90.64 feet; thence
South 80 degrees 55'28" West 58.51 feet; thence
North 89 degrees 30'36" West 106.36 feet; thence
North 81 degrees 41'12" West 87.76 feet; thence
North 75 degrees 59'58" West 94.62 feet; thence
North 82 degrees 39'15" West 99.54 feet; thence
North 79 degrees 20'41" West 89.75 feet; thence
North 72 degrees 24'49" West 69.40 feet; thence
North 65 degrees 55'03" West 81.40 feet; thence
North 69 degrees 12'54" West 84.82 feet; thence
North 75 degrees 40'17" West 62.78 feet; thence
North 83 degrees 00'52" West 72.56 feet; thence
North 81 degrees 47'16" West 93.72 feet; thence
North 62 degrees 44'31" West 67.76 feet; thence
North 46 degrees 08'37" West 51.06 feet; thence
North 30 degrees 48'57" West 67.99 feet; thence
North 24 degrees 55'53" West 80.62 feet; thence
North 27 degrees 34'08" West 67.13 feet; thence
North 29 degrees 26'22" West 70.51 feet; thence
North 34 degrees 55'06" West 85.18 feet; thence
North 38 degrees 02'23" West 79.41 feet; thence
North 38 degrees 02'41" West 86.77 feet; thence
North 37 degrees 34'14" West 71.45 feet; thence
North 39 degrees 42'25" West 58.02 feet; thence
North 40 degrees 08'06" West 71.99 feet; thence
North 38 degrees 42'37" West 71.13 feet; thence
North 34 degrees 42'27" West 91.49 feet; thence
North 31 degrees 36'12" West 111.55 feet; thence

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Continuation of Exhibit A

North 25 degrees 59'24" West 76.03 feet; thence
North 18 degrees 27'30" West 93.74 feet; thence
North 18 degrees 06'52" West 77.09 feet; thence
North 23 degrees 23'12" West 86.34 feet; thence
North 26 degrees 51'23" West 96.60 feet; thence
North 30 degrees 21'18" West 81.47 feet; thence
North 29 degrees 42'59" West 115.68 feet; thence
North 23 degrees 49'44" West 120.23 feet; thence
North 25 degrees 34'28" West 92.02 feet; thence
North 32 degrees 13'27" West 85.05 feet; thence
North 32 degrees 29'21" West 83.61 feet; thence
North 26 degrees 16'20" West 77.74 feet; thence
North 14 degrees 20'37" West 73.84 feet; thence
North 09 degrees 32'06" West 84.25 feet; thence
North 11 degrees 14'59" West 112.00 feet; thence
North 10 degrees 12'47" West 72.38 feet to a point marking
the intersection of said Northerly boundary of
the Southwest Quarter of Section 32, also said
point being the POINT OF BEGINNING.

PARCEL II

Lots 3 and 4, the Southwest Quarter Northwest Quarter and
the Southeast Quarter Northwest Quarter Section 5;
Southeast Quarter Northeast Quarter Section 6; all in
Township 7 North, Range 2 East, Boise Meridian, Boise
County, Idaho.

PARCEL III

Southwest Quarter Southwest Quarter and the West Half
Northwest Quarter Southwest Quarter in Section 5; Southeast
Quarter, Section 6, Township 7 North, Range 2 East, Boise
Meridian, Boise County, Idaho.

EXHIBIT B

An easement for ingress, egress and utilities described as follows:

A 20-Foot Wide ingress and egress and Power Line Easement being 10.00 feet
left of and 10.00 feet right of the following described centerline lying
in the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 32, T. 8 N., R. 2 E.,
B.M., Boise County, Idaho and more particularly described as follows:

Beginning at an aluminum cap marking the Southeast corner of said E $\frac{1}{2}$ of
the SW $\frac{1}{4}$ of Section 32, thence along the Southerly boundary of said E $\frac{1}{2}$ of
the SW $\frac{1}{4}$, South 89°35'22" East 339.98 feet to a point; thence leaving said
Southerly boundary of said E $\frac{1}{2}$ of the SW $\frac{1}{4}$, North 33°12'53" East
540.03 feet to a point of intersection of said center line of the
power line easement and the approximate centerline of the Brownlee Loop
Road, said point being the REAL POINT OF BEGINNING; thence continuing,
North 33°12'53" East 421.78 feet to the point of terminus of the above
described 20-Foot wide ingress, egress and Power Line Easement.

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