

Spengler, Donald E

16
127

34-10208
Spengler

SW 1/4 NE 1/4

NE 1/4 SW 1/4

Spengler

34-10208

12.1

30.3

MICROFILMED
MAY 18 2000

127
1310

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

RECEIVED

OCT 04 1999

Department of Water Resources
Eastern Region

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

1. Water Right No(s): 34-10208 - pd RECEIVED
 Adjudication Claim No(s): _____ OCT 07 1999

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

Department of Water Resources

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** showing the location of the place of use of the water right(s) or claim(s).
 (These are usually attached to your deed or on file with the county.)

OR

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

3. Name and Address of Former
Owner/Claimant

DAN MCINTOSHPO Box 425, Mackay, ID 83251

4. New Owner/Claimant(s)

DONALD E. SPENGLER DWS MS Profit Sharing Trust

New Mailing Address

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or Donald E Spengler Trustee4412 Franklin Canyon Rd

City, State and ZIP Code

Mackay, ID 83251

New Telephone Number

(208) 588-2468

5. Date you acquired the property

3/19/99

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right _____ Number and type of stock _____

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

7. Signature of New Owner(s)
or Claimant(s)

Donald E Spengler

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.

MICROFILMED

MAY 18 2000

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your portion of the water right: include the number of homes you acquired, number of acres irrigated with your portion of the right, if it is more than 1/2 acre, type and number of stock if your portion of the right includes stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

Spangler, Donald E

16
12

Spangler

34570

MICROFILMED
MAY 18 2000

12

REAL ESTATE AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered into as of this 19th day of March, 1999, by and between **DAN McINTOSH**, a single man, of PO Box 425, Mackay, Idaho 83251 hereinafter referred to as Seller, and **DONALD E. SPENGLER, Trustee of the Donald E. Spengler, DDS, MS, PC., Profit Sharing Trust, Segregated**, of 4412 Franklin Canyon Road, Mackay, Idaho 83251, hereinafter referred to as Purchaser.

WITNESSETH:

That the Seller, in consideration of the covenants and agreements on the part of the Purchaser, does agree to sell and convey unto the said Purchaser, and the Purchaser agrees to buy, all of the following real estate property, to wit:

2. REAL PROPERTY DESCRIPTION:

ALL OF THE SW ¼ NE ¼ and the NE ¼ SW ¼ OF SECTION SEVEN (7) TOWNSHIP SIX (6) NORTH, RANGE 26 E. B. M., BUTTE COUNTY, IDAHO

Together with any and all water and water rights, ditch and dieth rights, well and well rights, and water storage rights, appurtenant thereto or used in connection therewith including all mineral rights if any; and any and all improvements (home and outbuildings) located on said property including all irrigation equipment, pump, mainline and wheel lines.

mcintosh to spengler trust sale - page one

MODIFIED

MAY 18 2000

3. PURCHASE PRICE:

Purchaser agrees to buy said property for the sum of **ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100th DOLLARS (\$165,000.00)** lawful money of the United States; and the Purchasers, in consideration of the premises, agree to pay to the Seller, said payment price as follows:

a. DOWN PAYMENT:

\$4,000.00 payable at the time of execution of this agreement. Said amount shall be paid to the closing agent, Custer County Title, Inc., Challis, Idaho.

b. DEFERRED PRICE - LEVEL PAYMENT:

\$161,000.00 The remainder of the purchase price shall be amortized over a thirty (30) year payoff period. Interest shall be at the rate of Eight and one half (8.5%) Percent per annum commencing April 1, 1999. Said payments shall be as follows.

\$1,238.98 on or before April 1, 1999 and,

\$1,238.98 on the first day of each and every month thereafter until March 1, 2029 at which time the entire remaining principal and interest shall be due and payable.

4. APPLICATION OF PAYMENTS:

mcintosh to spengler trust sale - page two

REC-20-01-111

MAY 18 2000

It is agreed that all payments shall first be applied to accrued interest and thereafter to reduction of the principal balance of the purchase price.

5. RIGHT OF PREPAYMENT:

The Purchasers may make prepayment of any amount without any prepayment penalty.

6. INSTRUCTIONS TO CLOSING AGENT FOR ALLOCATION OF DOWN PAYMENT:

The parties does hereby instruct and direct the closing agent, CUSTER COUNTY TITLE, INC. to disburse the DOWN PAYMENT as follows:

- a. Payment of one half of closing costs consisting of escrow fees, closing fees, attorney fees, Title Insurance policy and recording fees.
- b. Payment of prorated taxes for 1999 for said property.
- c. Balance to the Seller.

note: Purchasers shall be responsible for paying the other one half of closing costs set forth in item a..

7. PRORATION OF TAXES:

The Seller agrees to pay all taxes and assessments of whatever nature levied upon said premises up to and including taxes and assessments up to April 1, 1999,

mcintosh to spengler trust sale - page three

MICHEL

MAY 18 2000

and Purchaser agrees to pay all such taxes and assessments after April 1, 1999.

Tax year 1999 shall be prorated as of April 1, 1999.

8.. POSSESSION DATE:

The Seller agrees to transfer possession of said property on April 1, 1999. Purchaser agree to maintain and preserve the property in good order, repair and condition during the term of this agreement, and the Purchaser agrees to commit no waste upon said property or to otherwise allow any other third party to commit waste upon said property until the land is fully paid for.

9. TITLE INSURANCE, WARRANTY DEED IN ESCROW
CONVEYANCE,

A. It is agreed the seller shall purchase and deliver to purchaser a good and sufficient title insurance policy for said real estate. Said policy shall be purchased through Custer County Title, Inc. of Challis, Idaho.

B. The Seller agrees to execute a good and sufficient Warranty Deed conveying full title to said property, free from any all encumbrances.

1. The Seller is currently purchasing said property from Wanda Monson pursuant to a Contract of Sale dated March 31, 1998. Said Sale is Escrowed at Custer County Title, Inc. Seller shall continue to make all
mcintosh to spengler trust sale - page four

2000

MAY 18 2000

payments due to said Wanda Monson. There are no other encumbrances.

10. ESCROW:

It is agreed that the Original of this Sales Agreement, and said Warranty Deed shall be placed in escrow at Custer County Title, Inc., Challis, Idaho 83226, with instructions to hold said documents in escrow until the full purchase price together with interest has been paid in full. The parties shall equally divide all cost of said escrow.

It is understood that Custer County Title Inc. is the current escrow holder for the Monson to McIntosh Sale. Said sale involves the exact same real property being sold under the terms of this sales agreement.

10. A. SPECIAL ESCROW INSTRUCTIONS:

The Seller hereby warrants that he will make all payments when due on his purchase of this property from Monson; that in the event Seller does NOT make said payments when due and a Notice of Default is issued to him that Seller guarantees he will correct said delinquency set forth in the Notice of Default WITHIN TWENTY ONE DAYS from the date of mailing by the Escrow Holder. Seller hereby authorizes and directs the Escrow Holder to simultaneously mail to Purchaser a copy of any Notice of Default

mcintosh to spengler trust sale - page five

11111

MAY 18 2000

issued to Seller (McIntosh) in the Monson to McIntosh Escrow.

IF Seller has not corrected the delinquency set forth in the Notice of Default within said Twenty One Day Period, then the Purchaser shall have the right to come forward and pay said delinquency to prevent the property from going into default to Wanda Monson, or assigns. IF Purchaser does have to take such action to cure Seller's failure to pay, THEN, and Only Then, the Escrow Holder is directed to release to the Purchaser the McIntosh to Spengler Trust Warranty Deed being held in escrow **when the Spengler Trust has paid off Wanda Monson.** Meaning and Intending that the Seller (McIntosh) would forfeit the remaining portion of his equity in the property and the Purchaser (Spengler) would take over paying off Monson but the remaining payments called for by this Agreement would be canceled and considered paid in full.

Seller shall hold Custer County Title, Inc. harmless for any action said Escrow holder takes in complying with this paragraph.

11. FIRE INSURANCE ON HOME:

Purchaser shall keep the home located on the property in good condition and repair; shall not remove or demolish the home. Purchaser

mcintosh to spengler trust sale - page six

END **

MAY 18 2000

shall maintain fire insurance coverage for the home in a reasonable amount with loss payable to the parties as their interest may then appear. A copy of said insurance coverage shall be given to the Seller to provide proof of coverage.

12. ENCUMBRANCE or ASSIGNMENT OF AGREEMENT:

Purchaser agrees to not allow said property to become encumbered until all payments are made, without Sellers' prior written consent. The Purchasers shall have the right to reconvey or resell said property.

13. PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and accompanying documents were prepared by the attorney for the Purchaser. The Seller shall reimburse the Purchaser one half of the cost of the preparation of the closing legal documents at the time of the execution of this agreement. No tax advice was given to either party by said attorney.

14. DEFAULT:

Time is of the essence of this agreement and if Purchaser does not make said payments as required the Seller may proceed with legal recourse.. It is agreed

mcintosh to spengler trust sale - page seven

Page 7

MAY 18 2000

that foreclosure shall not be an exclusive remedy and that the Seller shall be entitled to pursue any other remedies available as Seller under the laws of the State of Idaho in the event of default by the Purchaser. However, before any legal action may be taken to enforce this Agreement because of default the Seller shall first give the Purchaser a written notice specifying the default and providing that unless said default is remedied within THIRTY days from the date of the mailing of such notice of default, the Seller may elect to proceed with legal action. All such notices shall be sent by certified mail, addressed to the Purchaser at 4412 Franklin Canyon Road, Mackay, Idaho 83251, or at such other address as the Purchaser shall furnish said escrow holder, and the date of the mailing of said certified notice shall be the first day of said THIRTY day period. The Purchaser shall pay the cost of said Notice of Default. Nothing herein shall be construed to permit acceleration of the full contract balance prior to expiration of the said THIRTY day period and if Purchaser corrects any default or disproved the same within said THIRTY day grace period after service of Notice of Default, then Purchaser shall have the right to continue the regular payment as set forth in this agreement. Any Notice of Default shall be mailed by the Escrow Holder.

In the event the Purchaser does not correct said Default within said

mcintosh to spengler trust sale - page eight

Thirty Day grace period, then said sale should be considered cancelled and the Escrow Holder shall return the Warranty Deed to the Seller and terminate this Escrow. Seller shall be entitled to retain all payments made as liquiuidated damages.

15. ATTORNEY FEES IN EVENT OF BREACH OR DEFAULT:

It is agreed that in the event of suit between the parties for breach or enforcement of this agreement, the successful party shall be entitled to recover reasonable attorney fees together with allowable court costs from the other party.

16. BINDING EFFECT:

It is agreed that the provisions of this agreement shall apply to and bind the heirs, personal representatives, executors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto signed said Agreement as of this 19th day of March, 1999.

SELLER


DAN MCINTOSH

mcintosh to spengler trust sale - page nine

MAR 19 1999

PURCHASER

**DONALD E. SPENGLER, DDS, MS, PC.,
Profit Sharing Trust, Segregated**

Executed by:

Donald E. Spengler
DONALD E. SPENGLER, Trustee

STATE OF IDAHO)

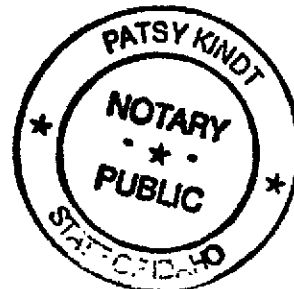
County of Custer) ss.

On this 19th day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **DAN McINTOSH**, known to me to be the person whose name is subscribed to this document, and acknowledged to me that he executed the same.

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

Patsy Kindt
Notary Public for Idaho, Residing at Challis, Idaho.
My Commission Expires: 3/12/2004

mcintosh to spengler trust sale - page ten



MAR 19 1999

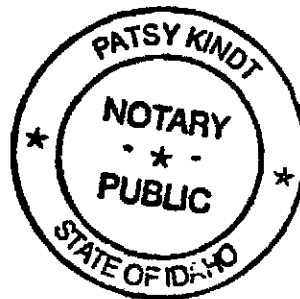
STATE OF IDAHO)

COUNTY OF Custer) ss.

On this 19th day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **DONALD E. SPENGLER**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as **Trustee for the Donald E. Spengler, DDS, MS, PC, Profit Sharing Trust, Segregated..**

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

Patsy Kindt
Notary Public for Idaho, Residing at Challis, Idaho
My Commission Expires: 3/12/2004



mc intosh to spengler agreement - page eleven

MAY 13 1999

AFFIDAVIT OF INCUMBENCY

STATE OF MICHIGAN,)
) ss.
COUNTY OF SAGINAW,)

PHILLIP J. STAHLE, being first duly sworn, deposes and certifies as follows:

1. That he is an attorney at law, duly licensed to practice before the Supreme Court of the State of Michigan.

2. That the law firm of Joseph, Wolf, Endean & Stahle, P.C. is the principal draftsman of the Spengler & Hennig, P.C. Employees Profit-sharing Plan and Trust, formerly known as the Donald E. Spengler, D.D.S., M.S.-P.C. Employees Profit-sharing Plan and Trust, and he is intimately familiar with the terms of these documents.

3. That on this date the Spengler & Hennig, P.C. Profit-sharing Plan and the corresponding Profit-sharing Trust Agreement originally effective February 1, 1972 and most recently restated on April 14, 1995 retroactively effective as of the first day of the 1989 Plan Year which began June 1, 1989, are in full force and effect.

4. That the investment powers of the Trustees as well as their ability to make, execute, acknowledge and deliver documents of transfer and conveyance and other instruments are described in Section 6.1 of the Trust Agreement and a copy of Section 6.1 is attached hereto as Exhibit 1.

5. That on this date Donald E. Spengler, D.D.S., M.S., Theodore B. Hennig, D.D.S., M.S. and Barbara J. Spengler are the duly authorized Trustees and in accordance with the terms of the Trust, as elected in the Adoption Agreement, any one of the Trustees acting alone may execute any document of conveyance for purchase, sale, transfer or mortgage of any asset.

Further, your affiant says not.

Phillip J. Stahle
PHILLIP J. STAHLE

Signed in the presence of:

Spring M. Hozeska
SPRING M. HOZESKA

Kristina M. San Miguel
KRISTINA M. SAN MIGUEL

On this 22 day of August, 1996, before me a Notary Public in and for said County and State, personally appeared the above-named PHILLIP J. STAHLE, to me known to be the same person who executed the foregoing Certification and who has acknowledged the same to be his own free act and deed.

Prepared by:
JOSEPH, WOLF, ENDEAN & STAHLE, P.C.
PHILLIP J. STAHLE, ESQ.
3875 Fortune Boulevard
P.O. Box 5169
Saginaw, MI 48603

Kristina M. San Miguel
KRISTINA M. SAN MIGUEL
Notary Public, Saginaw Co., MI
My Commission Expires: 9/11/96

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP JUL 06 1998

Department of Water Resources
Eastern Region

Please print or type Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) 34-10208 34-00889 34-00486A 34-02377
Adjudication Claim Number(s) _____

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 on file with the county.)

OR

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

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

114 E 9050 #1 MALAD IDAHO 83252

4. New Owner/Claimant(s) DAN McINTOSH

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address P.O. Box 605

City, State and ZIP Code MACKAY IDAHO 83251

New Telephone Number (208) 588-2647

5. Date you acquired the property 4-1-98

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) D. McIntosh Date 6-24-98

Date _____

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

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

01 A/C(Rs) Changes 6/17/99

MAY 18 2000



First American Title

THE BINGHAM TITLE & TRUST CO.

PO Box 580 • 156 W Judicial St • Blackfoot, Idaho 83221

Phone (208) 785-0320 • Fax (208) 785-6276

COMMITMENT FOR TITLE INSURANCE

PREPARED FOR

**DON W. CAIN SR.
PIONEER REALTY**

ORDER # 38037-B	ESCROW # 8558
BUYER/BORROWER:	DAN MCINTOSH
SELLER:	WANDA L. MONSON
TITLE OFFICER:	ARLENE MECHAN
ESCROW OFFICER:	NICHELLE PETERSON

COPIES OF COMMITMENT SENT TO:
FIRST AMERICAN TITLE COMPANY-ESCROW DEPARTMENT
PIONEER REALTY-CAROLYN R. CAIN

*We know you have a choice.
Thank you for choosing First American Title Company!*

MICROFILMED

MAY 18 2000



The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

TABLE OF CONTENTS

	Page
AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
2. Policies to be Issued, Amounts and Proposed Insureds	2
3. Interest in the Land and Owner	2
4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company



FIRST AMERICAN TITLE COMPANY
P.O. Box 5803
156 West Judicial Street
Blackfoot, ID 83221
(208) 785-0320
Fax: (208) 785-6276
Agent for:

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mari R. Anderson* SECRETARY

BY *Carie Hemmet* COUNTERSIGNED

ORDER NO: 38037-B

MICROFILMED

MAY 18 2000

CONDITIONS

1. **DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in
Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

MICROFILMED

MAY 18 2003

SCHEDULE A

1. Commitment Date: December 1, 1997, at 4:15 p.m.

2.	Policy or Policies to be issued:	Policy Amount	Premium
[X]	(a) Owner's Standard Policy Form 1402-92 (10/17/92) Proposed Insured: DAN McINTOSH	\$110,000.00	\$620.00

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by THE HEIRS AND DEVISEES OF VERN I. NELSON, deceased, as to an undivided $\frac{1}{2}$ interest; and WANDA L. MONSON, an unmarried person; TERRY V. MONSON and TAMARA WANDA TOOMER, both married persons, as their sole and separate property; as joint tenants with rights to survivorship, and not as tenants in common, as to an undivided $\frac{1}{2}$ interest.

4. The Land referred to in this Commitment is described as follows:

Township 6 North, Range 26 E.B.M., Butte County, Idaho
Section 7: SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

W. R. M.
Dm

MICROFILMED

MAY 18 2000

SCHEDULE B - SECTION 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) as per buyers and/or lenders instructions.

W.L. M
Due

38037-B-1000

MAY 18 2000

SCHEDULE B - SECTION 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for 1997, in the original amount of \$370.42, Parcel No. 06N26E071200A and \$307.68, Parcel No. 06N26E074955, of which the first half is paid, the balance is due and payable.
8. Right-of-way easement recorded in Book 4 of Miscellaneous, Page 316.

(Continued)

W. L. M.
Dnc

1000-111

MAY 18 2000

SCHEDULE B - SECTION 2

Exceptions
(Continued)

9. Well Users Agreement upon the terms, conditions and provisions contained therein:
Dated: January 1, 1972
Parties: Cleon J. Manson and Christie Manson, husband and wife and Mrs. Al Kaasen, a widow
Recorded: February 11, 1972 as Instrument No. 1707
(a copy of which is attached)
10. Oil and Gas Lease upon the terms, conditions and covenants contained therein:
Recorded: June 30, 1981, Instrument No. 10588
Lessor: Vern I. Monson and Wanda L. Monson
Lessee: Ronan Inc.
11. Agreement upon the terms, conditions and provisions contained therein:
Dated: June 22, 1989
Parties: Lost River Electric Cooperative, Inc., an Idaho rural electric cooperative of Custer County, and Wanda L. Monson
Recorded: August 25, 1989 as Instrument No. 22520
(a copy of which is attached)
12. Agreement upon the terms, conditions and provisions contained therein:
Dated: July 7, 1989
Parties: Lost River Electric Cooperative, Inc., an Idaho rural electric cooperative of Custer County, and Wanda L. Monson
Recorded: August 25, 1989 as Instrument No. 22521
(a copy of which is attached)
13. Vern I. Monson died owner of an interest in the within described land. No probate or administration of the decedent's estate is of record. The title and the validity of the insured deed is subject to proper proceedings.
14. In the Conveyance to the above-named parties the following language was used: "joint tenants with rights to survivorship, and not as tenants in common". This Commitment and forthcoming Policy will not be considered as insuring the vesting in the above-named persons of the type of an estate to be conveyed.

(Continued)

W. L. M.
Dmc

RECORDED
JAN 18 2000

SCHEDULE B - SECTION 2

Exceptions
(Continued)

NOTE: If you have any questions regarding this report, please feel free to contact your Title Examiner, Arlene Mecham.

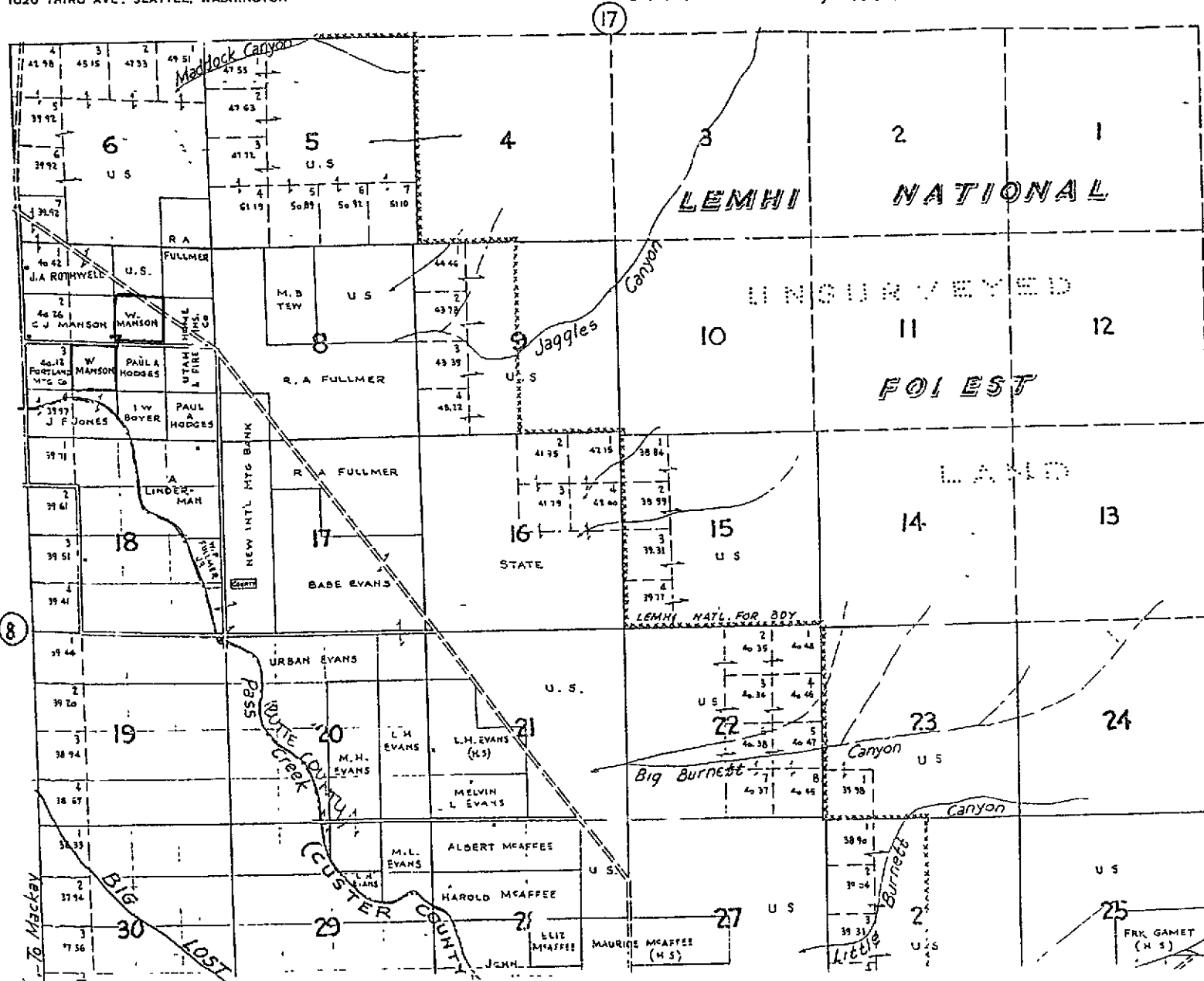
NOTE: If you have any questions regarding your closing, please feel free to contact your Escrow Officer, Michelle Peterson.

END SCHEDULE B

NOTED
JAN 18 1993

FOR SALE BY
CHAS F METSKER
514 S. W OAK STREET PORTLAND, OREGON
111 SOUTH 10TH ST. TACOMA, WASHINGTON
1020 THIRD AVE. SEATTLE, WASHINGTON

TOWNSHIP 6 N., RANGE 26 E. B. M. BUTTE COUNTY, IDAHO

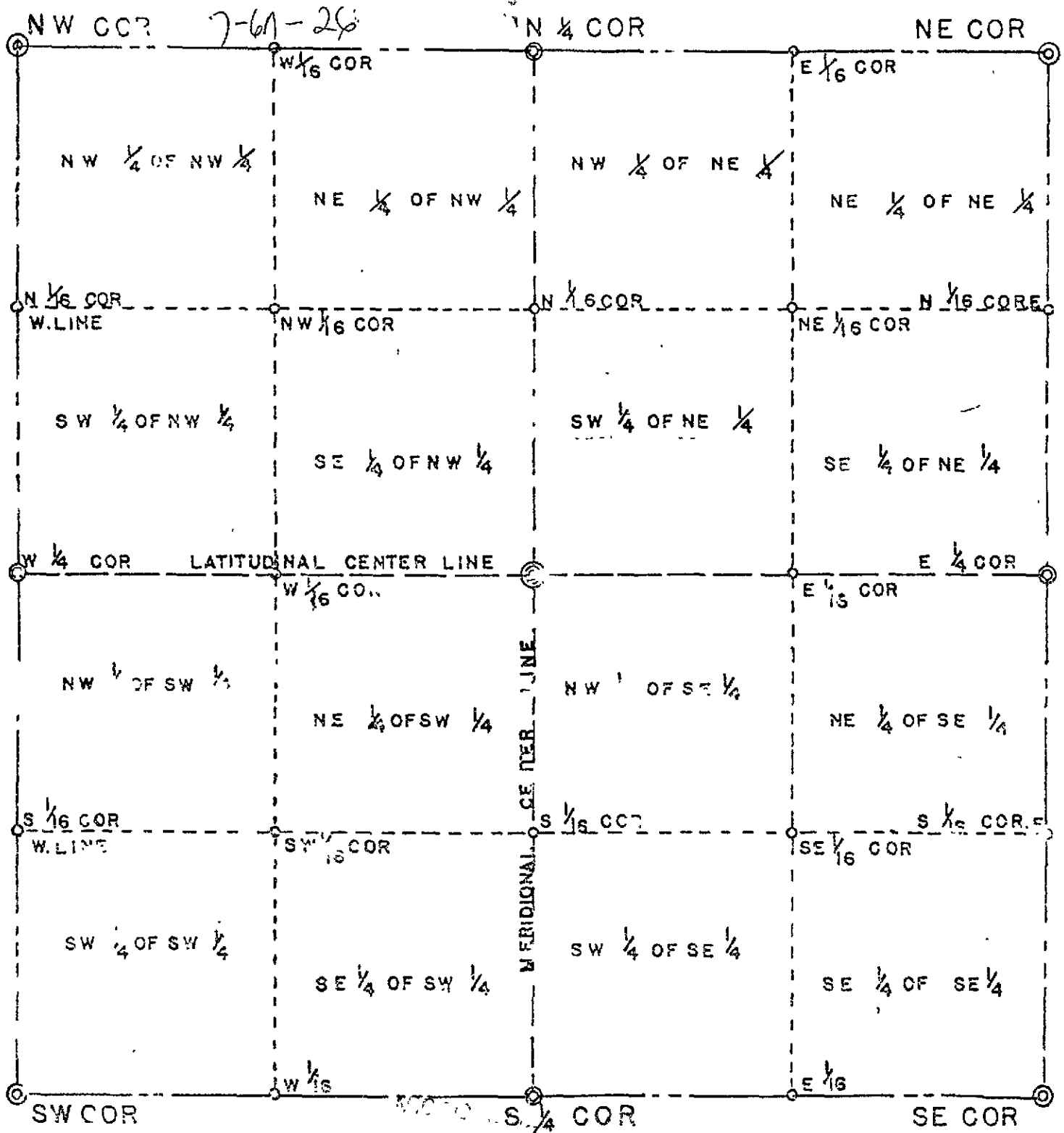


1- ELLI
2- LAMP

Butte County
Idaho



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



CUSTER COUNTY TITLE, INC., an Idaho Corporation
P. O. Box 370
Challis, Idaho 83226
(208) 879-4424

ESCROW INSTRUCTIONS

1 The undersigned in consideration of the premises and the consent of CUSTER COUNTY TITLE, INC. (hereafter "Company" or "Escrowholder") to act as Escrowholder of the escrow deposited herewith, have agreed and hereby agree that the Escrowholder shall receive compensation for acting as Escrowholder in accordance with the schedule of fee and charges of the Escrowholder in effect on the date of acceptance of this escrow.

The Escrowholder reserves the right to increase the collection charges and the charge for the division of payments on this escrow at any time by giving written notice to the parties of this escrow by regular mail at the last address left with the Escrowholder.

The Escrowholder reserves the right at any time to resign in which case the undersigned parties or their successors in interest at their expense shall promptly select a new or substitute Escrowholder to whom the escrowed documents may be delivered. In the event the undersigned parties have not selected a new or substitute Escrowholder within 30 days after resignation, the new or substitute Escrowholder may be selected by the Escrowholder and any cost associated therewith may be deducted from the next payment made on this escrow.

2. It is expressly understood between the parties hereto that the Escrowholder is to be considered as a depository only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same, also that the Company assumes no responsibility as to the condition of the title to any of the property involved herein, nor as to any assessments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as Escrowholder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that the Company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of the Company's discretion in any particular misconduct with reference to the said escrow.

3. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them, in connection herewith upon the Escrowholder, the Escrowholder shall be entitled at its option to refuse to comply with such demands so long as a disagreement continues, and in so refusing the Escrowholder may refuse to deliver any monies, papers or property involved in or affected by this escrow, and in so refusing, the Escrowholder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, that the Escrowholder 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 Escrowholder in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. This clause shall take precedence over any agreement to the contrary to which the Company is not a party.

4. In the event of any disagreement between the parties hereto or demands or claims being made upon the Escrowholder by the parties hereto or interested herein or by any other party, said Escrowholder shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith, and the parties hereto shall be jointly and severally liable to the Escrowholder for any and all attorneys' fees, costs, and disbursements incurred by said Escrowholder in connection herewith and upon demand shall forthwith pay the same to the Escrowholder.

5. The Escrowholder reserves the right to refuse to release information regarding the escrow file to any person not a party hereto unless it is satisfied that such person is authorized to receive such information on behalf of a party.

6. Any payment made hereon other than in cash shall be credited on the escrow conditionally pending the consent of sellers or their acceptance. Should the Escrowholder disburse the Buyer's payment to Seller and the Buyer's payment, in whatever form it is made, is dishonored for any reason the Seller agrees to return the amount of the payment to the Escrowholder who shall cancel the payment from the records. In the event the Seller does not return the payment, the Escrowholder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the Buyer or Seller the amount dispersed together with all costs and attorney fees incurred with collection.

7. In the event that the Sellers shall declare a Default, they may cause to be delivered to the Escrowholder, a completed Notification of Default, in duplicate, and as many additional copies as the Escrowholder may deem necessary, with instructions to the Escrowholder to mail the original of the Notice to Buyers by registered or certified mail. The duplicate Notice shall be retained with the escrow file. Nothing herein, however, shall prohibit either party from proceeding upon a Default as otherwise provided by law.

8. Notices or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned or any of them, at their or his post office address as left with the Escrowholder, shall be deemed to have been given to them or him on the date of mailing.

9. It shall be the duty of the parties hereto to keep the escrow department of the Escrowholder advised of the change of address. Such notice shall sufficiently identify the escrow concerned and the parties involved and shall be mailed by certified or registered mail with return receipt requested to the escrow department of the Escrowholder and to all parties concerned. All notices given pursuant to the terms of any document placed in this escrow must be given through the Escrowholder as hereinabove provided; at the expense of the party giving notice and the Escrowholder shall not be required to recognize service of notice given in any other manner. The Escrowholder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

10. The Buyers agree that should a Notification of Default be forwarded to them as set forth above, that unless they advise the Escrowholder in writing, within 10 days after receipt of such notice, that the terms of the contract are not in default or that the default has been satisfied, the Escrowholder shall not be or become liable to the Buyers for the delivery of the escrowed papers to the Sellers. However, the Company reserves the right in any event to demand additional notice or time should Buyers not specifically agree to terminate the escrow.

11. Sellers agree that should a default be declared and Buyers subsequently deposit any monies or papers with the Escrowholder to cure said default, the Escrowholder may, at its option, refuse to release said monies or papers to the Sellers until the Sellers acknowledge to the Escrowholder that the default is satisfied or cancelled.

12. In the event that this escrow is cancelled or forfeited, it is agreed that the Escrowholder may return the documents to any of the Sellers, his heirs, executors, administrators or assigns on demand. The Escrowholder may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with said escrow.

13. The Escrowholder assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending Consumer Credit Protection Act, (Public Law 90-521) or similar laws.

14. Any instrument or document placed in escrow is accepted upon the condition that the Escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same, in which event the Escrowholder shall notify all parties hereto in writing of such refusal and shall return such instrument together with the fee paid in connection therewith to the party or parties depositing the same.

15. It shall be the sole responsibility of the Buyer and Seller to see that insurance is kept in force on the property and that Real Property Taxes are paid in the proper manner and the Escrowholder shall have no responsibility or liability for lack or insufficiency of insurance or lack of payment of taxes. Further, the Escrowholder shall not be responsible to notify any party in regard to failure to maintain insurance, pay taxes or otherwise perform.

16. The Escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, cost or expenses due it hereunder.

17 The Escrowholder's fees and collection charges shall be paid by the Sellers unless otherwise indicated herein by checking one of the following

☐ BUYERS ☐ DIVIDED EQUALLY

Collection fee Monthly _____ (one disbursement) Annual _____ (one disbursement)

Filing Fee _____ Reconveyance Fee _____ Other _____

18 Enclosed are the following Documents to be placed in escrow

19 Regarding payment we acknowledge the following

(a) Interest Rate of _____ % Commences as of _____ computed upon the unpaid balance only and up to the date each payment is made. All payments shall be credited first to the interest then due, and the balance to principal, unless otherwise stated (check one) ☐ Interest shall be paid in addition to principal payments stated ☐ Interest is included in the stated payments

(b) Monthly payment of \$ _____ Commencing on _____
Annual payment of \$ _____ Commencing on _____
Other _____

(c) Upon receipt of \$ _____ principal, plus interest, the Escrowholder may deliver all of the above documents, except the contract subsequent assignments, supplemental agreements and escrow instructions, to any of the Buyers, on his order and thereby close your escrow

(d) CHECK ONE

☐ Buyers are given the privilege of prepaying any payment due under said contract at any time
☐ Buyers are not given the privilege of prepaying any payment due under said contract at any time
☐ Buyers are given the privilege of prepayment of up to \$ _____ principal in any calendar year.
☐ Other _____

20 Until further written notice to you, signed by each of the Sellers, payments as received on this escrow shall be disposed of as follows

☐ Send to Seller's Address

Other instructions _____

21. Special instructions are as follows

22 In case any party shall assign his rights under any documents deposited hereunder or should any party create in a third party any right, interest lien or encumbrance under any document deposited hereunder or in the property covered by these escrow instructions, if such assignment or creation of rights in a third party is made without payment of the Escrowholder's filing fee, the Escrowholder, as a matter of accommodation to the parties will make a reasonable effort to comply with such assignment or creation of rights upon satisfactory notification given to it. The Escrowholder shall not, however, be bound by any such notification given it by a party hereto or a third party and shall under no circumstances and in no manner be liable to the parties hereto or any third party for any damages arising out of or related to its acts connected with such assignment or creation of rights. The Escrowholder shall not be held to notice of any restrictions upon or prohibition against any such assignment or creation of rights contained in any document deposited hereunder. The Escrowholder reserves the right to charge a reasonable fee in the event of assignment.

23 Whether these instructions are used with a Trust Deed agreement or a Sale Agreement or other documents, this Agreement shall be interpreted in so far as possible so as to be compatible with the laws in effect governing those particular documents at the time of question.

24 We have read the foregoing instructions, understand the contents thereof, and agree that the Escrowholder in the administration of this escrow is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may hereafter deliver to said company and the same be accepted by it in writing.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals this _____ day of _____, 19____

25.

GRANTEES

Name D. Smith

Address 402 Elm Av

SS No 519-72-8072

Signature _____

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

GRANTORS

Name Wanda L. Monson

Address 1148 90th St. Malad Idaho 83251

SS No 528-07-4097 #1

Signature Wanda L. Monson

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

26 The undersigned Escrowholder hereby acknowledges receipt of the documents described on the foregoing agreement and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Date Received 18 Jan

CUSTER COUNTY TITLE INC an Idaho Corporation

By _____

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 34-10208

RECEIVED

MAR 04 1997

NAME & ADDRESS: WANDA MONSON
114 E 90 S APT 1
MALAD ID 83252

Department of Water Resources

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 01/01/1930

POINT OF DIVERSION: T06N R26E S07 NWNESE Within BUTTE County

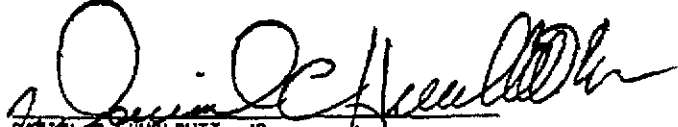
PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within BUTTE County
T06N R26E S07 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.

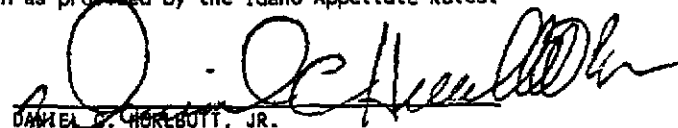
DATED: MAR 3 1997


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

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.

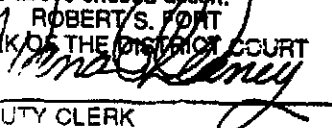
DATED: MAR 3 1997

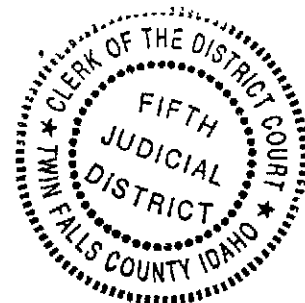

DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 34-10208

State of Idaho
County of Twin Falls ss.
I hereby certify the foregoing to be a full,
true and correct copy of the original on
file in the above entitled action.

ROBERT S. FORT
CLERK OF THE DISTRICT COURT

By 
DEPUTY CLERK



PAGE 1
FEB-14-1997



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 8, 1999

DIRK KEMPTHORNE
GOVERNOR

DONALD E SPENGLER PROFIT SHARING TRUST
4412 FRANKLIN CANYON RD
MACKAY ID 83251

KARL J. DREHER
DIRECTOR

RE: Water Right 34-10208

Dear Mr. Spengler:

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report 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 the department if you have questions.

Sincerely,

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED

MAY 18 2000



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

July 2, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

DAN MC INTOSH
PO BOX 605
MACKAY ID 83251-0605

RE: Decreed Water Right 34-10208

Dear Mr. McIntosh:

The department acknowledges receipt of correspondence changing ownership of the above referenced decreed water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report 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 the department if you have questions.

Sincerely,

for L. GLEN SAXTON, Chief
Water Allocations Bureau

LGS:klt

Enclosure

cc: IDWR-Southern Region

RECEIVED
MAY 18 2000