

#25 Fee - sent to
Bour officer

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

RECEIVED**JAN 03 2001**

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

Department of Water Resources
 Eastern Region

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.

RECEIVED**JAN 08 2001**

Department of Water Resources

Water Adjudication
 Right No(s) Claim No(s) Split

Water Adjudication
 Right No(s) Claim No(s) Split

29-10773

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)

Howard / Floyd Crump
10298 Robin Rd, McCammon, Id

4. New Owner/Claimant(s)

Jeffrey F Anderson, D.V.M
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

13821 DeKey Rd

City, State and ZIP Code

Parabola, ID 83202

New Telephone Number

(208) 237-5934

5. Date you acquired the property

August 23, 2000

MICROFILMED**JAN 29 2001**

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) *J. J. Anderson, DVM*
(include title if applicable)

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

MICROFILMED
JUL 29 2001

For Office Use Only			
Received by <u>HWS</u>	Date <u>1-05-2001</u>	Fee <u>\$25.00</u>	
Received by <u>HWS</u>	Date <u>" "</u>	Receipt No. <u>E026409</u>	
Processed by _____ AJ	Date _____	WR <u>29-10773</u>	Date <u>1-5-2001</u>



First American Title Company

P.O. BOX 9 • 420 SOUTH 4TH AVENUE • POCA TELLO, ID 83201
TELEPHONE: (208) 232-6224 • FAX: (208) 232-6257

September 19, 2000

Mr. Anderson:

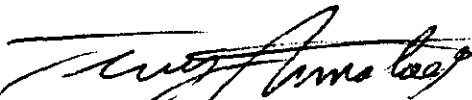
Enclosed is your Policy of Title Insurance. This Policy contains important information about the Real Estate Transaction you have just completed. It is your guarantee of ownership. Please read it and retain it with your other valuable papers.

A copy or image of certain records concerning your transaction will be maintained in our office under the assigned order number. These records will assure prompt processing of future title orders and save valuable time should you wish to sell or obtain a loan on your property. Visit or call any one of our many offices and simply give them your personal file order number.

We appreciate the opportunity of serving you and will be glad to assist you in any way in regard to your future escrow or title service needs.

Sincerely,

FIRST AMERICAN TITLE COMPANY


For: CHRIS BRAMWELL
Manager

PLEASE NOTE: Your original Warranty Deed is attached to the back of this policy.

MICROFILMED

JAN 29 2001

OWNER'S POLICY

SCHEDULE A

Order No.: P31980

Policy No.: J 1326059

Amount of Insurance: \$ 290,000.00

Premium: \$ 1,175.00

Endorsements:

\$

Date of Policy: September 11, 2000 at 04:03 PM

1. Name of Insured:

JEFFREY F. ANDERSON

2. The estate or interest in the land which is covered by this policy is:

A fee simple interest

3. Title to the estate or interest in the land is vested in:

JEFFREY F. ANDERSON, an unmarried person

4. The land referred to in this policy is described as follows:

PARCEL 1:

TOWNSHIP 9 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK
COUNTY, IDAHO.

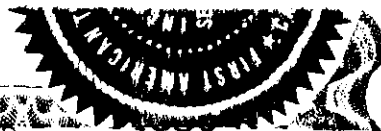
SECTION 26:

NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND ALL THAT PART OF LOT 1 LYING EAST OF MARSH
CREEK.

PARCEL 2:

A TRACT OF LAND IN THE NORTHEAST $\frac{1}{4}$ SOUTHEAST $\frac{1}{4}$, SECTION 27,
T. 9 S., R. 36 E., B.M., BANNOCK COUNTY, IDAHO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT THAT IS S 6°45'10" W, 983.64 FEET FROM THE E
 $\frac{1}{4}$ CORNER OF SECTION 27, T. 9 S., R. 36 E., B.M., SAID E $\frac{1}{4}$ CORNER IS
S 0°17'25" E, 2646.30 FEET FROM THE NORTHEAST CORNER OF SAID
SECTION 27, T. 9 S., R. 36 E., B.M.; THENCE S 85°20'25" W ALONG A
FENCE 404.43 FEET, MORE OR LESS, TO THE EASTERLY BANK OF
MARSH CREEK; THENCE N 48°00'45" E, 354.87 FEET; THENCE S
39°15'35" E, 247.48 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.



WARRANTY DEED

NO
RECORDED AT REQUEST OF
2000 SEP 11 PM 4 03

For Value Received FLOYD CRUMP, AN UNMARRIED PERSON

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

JEFFREY F. ANDERSON, AN UNMARRIED PERSON

whose address is: 13821 DeKay Rd, Pocatello, Id 83202

Hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to-wit:

PARCEL 1:

TOWNSHIP 9 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 26:

NW $\frac{1}{4}$ /SW $\frac{1}{4}$ AND ALL THAT PART OF LOT 1 LYING EAST OF MARSH CREEK.

PARCEL 2:

A TRACT OF LAND IN THE NORTHEAST $\frac{1}{4}$ SOUTHEAST $\frac{1}{4}$, SECTION 27, T. 9 S., R. 36 E., B.M., BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S 6°45'10" W, 983.64 FEET FROM THE E $\frac{1}{4}$ CORNER OF SECTION 27, T. 9 S., R. 36 E., B.M., SAID E $\frac{1}{4}$ CORNER IS S 0°17'25" E, 2646.30 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 27, T. 9 S., R. 36 E., B.M.; THENCE S 85°20'25" W ALONG A FENCE 404.43 FEET, MORE OR LESS, TO THE EASTERLY BANK OF MARSH CREEK; THENCE N 48°00'45" E, 354.87 FEET; THENCE S 39°15'35" E, 247.48 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: September 11, 2000

Floyd C. Crump
FLOYD CRUMP

MICROFILMED

JAN 29 2001

STATE OF Idaho

), ss.

COUNTY OF BANNOCK

On this 11th day of September, 2000, before me TERRI J. SMALL, personally appeared FLOYD CRUMP, an unmarried person, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

Terri J. Small
Notary Public of Idaho
Residing at: Pocatello, Idaho
Commission Expires: 04/28/05

TERRI J. SMALL
NOTARY PUBLIC
STATE OF IDAHO

REAL ESTATE PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEYTHIS 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# 163633

DATE Sep 8, 2000

1. REAL ESTATE OFFICES:

Listing Agency: Long & BrothersListing Agent Name: Long & Brothers

Phone # (office): _____

(home): _____

Selling Agency: Long & BrothersSelling Agent Name: Long & Brothers

Phone # (office): _____

(home): _____

2. BUYER:

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY
KNOWN AS 11500 E. 1st St. City Idaho Falls County Teton State ID Zip 83403
legally described as: _____3. TOTAL PURCHASE PRICE: Two Hundred Seventy Five Thousand DOLLARS,
\$ 275,000 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)

\$ 1000A. EARNEST MONEY: BUYER hereby deposits One Thousand DOLLARS as EarnestMoney evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note due ☐ other _____

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 _____ for the benefit of the partiesherein, and Long & Brothers (Broker) shall hold the completely executed Broker's copy
of this Agreement. The responsible Broker shall be _____B. ALL CASH OFFER: ☐ YES ☒ NO If this is an all cash offer do not complete lines B1 through B5, fill blanks with N/A.

\$ _____

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA☐ RO ☐ OTHER _____ FIRST LOAN of \$ 80,000 not including mortgageinsurance, with interest not to exceed 9 % for a period of 30 year(s) at _____ fixed rate ☐ otherBUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay nomore than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☒ Divided EquallyBUYER shall apply for such loan within 10 business day(s) of SELLER's acceptance. Within 15 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 SELLERS within the stated time allotted, SELLERS may at their option cancel this agreement or

notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less the

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 deposit

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 if

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 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 close

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 balance

of said loan(s) at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (Signature) Date 9/8/00 SELLER's Initials (Signature) Date 9/8/00This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed and
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R.E.21 EFFECTIVE DATE AUGUST 1, 1998

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JAN 29 2001

PURCHASE & SALES AGREEMENT RE21 PAGE 2

PROPERTY ADDRESS:

10298 Robert Road

ID#:

16833

5. ADDITIONAL TERMS AND/OR CONDITIONS:

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

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

The following additional items are specifically:

A. INCLUDED IN THIS SALE:

Kitchen Appliances Currently on Premises
Any irrigation equipment if any
The place Assets

B. EXCLUDED IN THIS SALE:

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental 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 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 otherwise specified in this Agreement.

9. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment or not 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 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 marketable, or cannot be made so within 2 business day(s) after notice containing a written statement of defect is delivered to SELLER, 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 fees, if any.

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

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against 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 the lender.

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (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 they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal 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 a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage (like provided by the extended coverage lender's policy).

Extended Coverage Owner's Policy requested ☒ Yes ☐ No. Additional premium paid by: ☐ BUYER ☒ SELLER.

(E) The parties agree that Jack Anderson Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.
BUYER'S INITIALS DA Date Aug 7, 2000 SELLER'S INITIALS P. J. C. Date 8/11/00

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R.E.21 EFFECTIVE DATE AUGUST 1, 1998

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JAN 29 2001

PURCHASE & SALES AGREEMENT: 21 PAGE

PROPERTY ADDRESS:

10408 Robert Road

ID#: 116833

10. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 15 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strong advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

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

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

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

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 (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER partner section(s) of written inspection reports. SELLER shall have business day(s) in which to respond in writing. The SELLER, at their option, may 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 then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

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 responsible for correcting these deficiencies or giving the SELLER written notice within business days that they will not continue with the transaction and will receive their Earnest Money back.

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

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 proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

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

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

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

12. LEAD PAINT DISCLOSURE: The subject property ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based pair hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet "Protect Your Family From Lead in Your Home". (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, 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 upon BUYER'S right to have the property tested for lead-based paint hazards to be completed no later than or the contingency will 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 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 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 be returned to BUYER.

13. FINAL WALK THRU: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk thru inspection of the Premises approximately day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repair 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. 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 on. If BUYER does not conduct a final walk thru, BUYER specifically releases the Broker(s) of any liability.

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 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

15. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

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 applicable). BUYER has reviewed C.C.& R.'s. ☐ Yes ☐ No ☐ N/A

17. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER 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 to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☐ N/A Association fees/dues are \$ per

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 or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

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

BUYER's Initials Date Aug 7-2000 SELLER's Initials Date 8/11/00

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R.E.21 EFFECTIVE DATE AUGUST 1, 1998

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JAN 29 2001

PURCHASE & SALES AGREEMENT RE21 PAGE 4

PROPERTY ADDRESS:

ID#:

19. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 87-5302.

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 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 agrees to pay up to \$ _____ lender repair costs only.

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

	BUYER	SELLER	Shared Equity	Net Appraisal		BUYER	SELLER	Shared Equity	Net Appraisal
Appraisal Fee	X				Title Ins. Standard Coverage Owner's Policy		X		
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy - Mortgage Policy	X			
Lender Document Preparation Fee		X			Title Ins. Extended Coverage Owner's Policy (see page 2, SOI)		X		
Flood Certification Fee		X			Appraisal Re-inspection Fee				
Flood Tracking Fee		X			Septic Inspection		X		
Tax Service Fee		X			Septic Pumping		X		
Attorney Contract Preparation Fee					Well Inspection		X		
Loan Assumption Fee					Survey				
					Full In Fuel Tank - Amount is on Description or Supplier				

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 shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall 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 an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deliver to the closing agency all funds and instruments necessary to complete this transaction. The closing shall be no later than (Date) September 1, 2000.

The parties agree that the CLOSING AGENCY for this transaction shall be First American.

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

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. Closing means the day 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 assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 3 Pages.

BUYER's Initials JA

() Date 8/9/00

SELLER's Initials EC

Date 8/11/00

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R.E.21 EFFECTIVE DATE AUGUST 1, 1998

Broker's Copy
MICROFILMED

JAN 29 2001

PURCHASE & SALES AGREEMENT R. PAGE 5

PROPERTY ADDRESS:

10298 Robin Rd

IDr: 11833

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

30. REPRESENTATION CONFIRMATION:

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

Listing broker acted as a(n) Non-Agent for the BUYER.

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

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

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

Selling broker acted as a(n) Non-Agent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand 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.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) August 10 2000 and (Time) 6:00 p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: We further acknowledge receipt of a true copy of this Agreement.

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

BUYER Signature [Signature]

BUYER Signature

BUYER (Print Name) Wayne E. Anderson DVM

BUYER (Print Name)

Date Aug 9 2000 Time 2:00pm Phone # 5934

Date Time Phone #

Address 13821 DeKay Rd

Address

City Peaslee State Id Zip 83202

City State Zip

33. SELLER'S SIGNATURES:

On this date, 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. We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☒ SEE ATTACHED COUNTEROFFER

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT

☒ SEE ATTACHED ADDENDUM/AMENDMENT

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED "SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM

SELLER Signature [Signature]

SELLER Signature

SELLER (Print Name) Floyd C. Crump

SELLER (Print Name)

Date 8/11/00 Time 6pm Phone # 254-3639

Date Time Phone #

Address 10298 Robin Rd

Address

City McCall State Id Zip 83250

City State Zip

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

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

Date 8/11/00 Time 4:00 p.m.

BUYER: [Signature]

BUYER:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages
BUYER's initials [Signature] Date Aug 9 2000 SELLER's initials [Signature] Date 8/11/00

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R.E.21 EFFECTIVE DATE AUGUST 1, 1999

Broker's Copy
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JAN 29 2001



ADDENDUM/AMENDMENT # ① (1,2,3, etc.)



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

This is an ADDENDUM ☒ or an AMENDMENT ☐ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: August 9, 2000 ID # 16833

ADDRESS: 1039 E. 1st St. & Hwy 100

BUYER(S): Jeff Anderson, DVM

SELLER(S): _____

The undersigned Parties hereby agree as follows:

1031 Exchange
Seller hereby acknowledges that it is the intention of the buyer to complete an IRS Code Section 1031 tax - deferred exchange and that the buyer's rights and obligations under this agreement may be assigned to First American 1031 Company in the purpose of completing such exchange. Seller agrees to cooperate with buyer and First American 1031 Company in a manner necessary to complete said exchange at no additional cost or liability to the seller.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Jeff Anderson, DVM BUYER

Hoyd L. Brining SELLER ☒

BUYER

SELLER

DATED: August 9, 2000

DATED: 8/11/00 ☒

TIME: 2:00 ☐ A.M. ☒ P.M.

TIME: 6 pm ☐ A.M. ☒ P.M. ☒

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JAN 29 2001

COUNTER OFFER # 7

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: Aug. 8 2000 ID# 168333

ADDRESS: 10298 Robin Rd. McCammon ID

Buyer(s): Jeff Anderson D.V.M.

Seller(s): Floyd Crump

☐ BUYER ☒ SELLER accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

Sales price \$300,000
as per phone conversation
Aug. 10, 2000

This agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement. All other terms and conditions to remain the same. The undersigned Buyer(s) reserves the right to withdraw this offer and/or the undersigned Seller(s) reserve the right to withdraw this offer or accept any other offers at any time prior to them or their agent being in receipt of a true copy of signed acceptance of this counter offer. If a signed acceptance is not received on or before 6 a.m./p.m. August 13 2000 this counter offer shall be deemed to have expired.

Dated 19

BUYER

Time a.m./p.m.

BUYER

X Dated 8/11/00 2000

X SELLER Floyd Crump

X Time 6 pm a.m./p.m.

SELLER

I/We acknowledge receipt of a true signed copy of acceptance.

Dated 19 a.m./p.m. BUYER

X Dated Aug. 11 2000 6 a.m./p.m. SELLER

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COUNTER OFFER EFFECTIVE DATE: MARCH 1999 MICROFILMED

JAN 29 2001
 BROCKET'S COPY

COUNTER OFFER # 3

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: Aug. 8 2000 ID# 168333

ADDRESS: 10295 Robin Rd. McCammon ID

Buyer(s): Jeff Anderson DVM

Seller(s): Hoyd Crump

☐ BUYER ☒ SELLER accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

Buyer to pay:

1. Lender Doc. Fee
2. Flood cert. & tracking Fees
3. Tax Service Fee
4. Extended title ins. Fee

Sales price to be: \$290,000

as per phone conversation
8-11-00 12:30 PM.

This agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement. All other terms and conditions to remain the same. The undersigned Buyer(s) reserves the right to withdraw this offer and/or the undersigned Seller(s) reserve the right to withdraw this offer or accept any other offers at any time prior to them or their agent being in receipt of a true copy of signed acceptance of this counter offer. If a signed acceptance is not received on or before 6 a.m./p.m.

August 13, 2000 this counter offer shall be deemed to have expired.

Dated 19

Time a.m./p.m.

BUYER Jeff Anderson DVM

BUYER

X Dated August 11 2000

X SELLER Hoyd B. Crump

X Time 6 a.m./p.m.

SELLER

I/We acknowledge receipt of a true signed copy of acceptance.

Dated 19 a.m./p.m.

BUYER Jeff Anderson DVM

X Dated August 11 2000 6 a.m./p.m.

SELLER

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COUNTER OFFER EFFECTIVE DATE: MARCH 1, 1999

MICROFILMED

JAN 29 2001

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)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
_____) Water Right 29-10773

NAME AND ADDRESS: FLOYD C CRUMP
PO BOX 96
MC CAMMON, ID 83250

SOURCE: GROUNDWATER

QUANTITY: 0.03 CFS

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

PRIORITY DATE: 05/10/1976

POINT OF DIVERSION: T09S R36E S26 SWNWSW Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.03 CFS

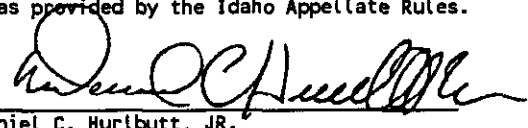
PLACE OF USE: Domestic Within Bannock County
T09S R36E S26 NWSW

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. Huributt, JR.
Presiding Judge
Snake River Basin Adjudication



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

January 16, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JEFFREY F ANDERSON
13821 DEKAY RD
POCATELLO ID 83202

RE: Change of Ownership for Water Right 29-10773

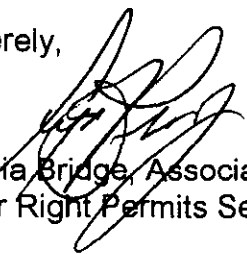
Dear Water Right Holder(s):

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 this office if you have any questions regarding this matter.

Sincerely,


Cynthia Bridge, Associate Engineer
Water Right Permits Section

Enclosure

MICROFILMED

JAN 29 2001