

RECEIVED

DEC 23 2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 19 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 37-23226	Yes ☐	Yes ☒		Yes ☐	Yes ☐
Lease ends 12/31/24	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: DIAMOND SOLDIER PROPERTIES LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Johnny Mike Urrutia and Debra Necia Urrutia
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or
- 18 Northridge Way Jerome Idaho 83338
Mailing address City State Zip
208-280-2978 johnnyurru@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 8/25/2020
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Johnny Mike Urrutia 12-19-24
Signature of new owner/claimant Title, if applicable Date
Johnny Mike Urrutia
Print name

Signature: Debra Necia Urrutia 12-19-24
Signature of new owner/claimant Title, if applicable Date
Debra Necia Urrutia
Print name

Received by SG Date 12-19-2024 For IDWR Office Use Only: Receipt No. 5040454 Receipt Amt. \$25
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by DM Date 12-27-24

AFTER RECORDING MAIL TO:

Johnny Mike Urrutia and Debra Nelia Urrutia
18 North Ridge Way
Jerome, ID 83338

CAMAS COUNTY
RECORDED FOR:
Deputy Clerk
01:18:39 PM 09-08-2020
2020-089766
No. PAGES: 2 FEE: \$15.00
KORRI BLODGETT
COUNTY CLERK
DEPUTY: KR

WARRANTY DEED

File No.: 923278GO (lr)

Date: August 25, 2020

For Value Received, **Diamond/Soldier Properties LLC, a Washington limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Johnny Mike Urrutia and Debra Nelia Urrutia, husband and wife**, hereinafter referred to as Grantee, whose current address is **18 North Ridge Way, Jerome, ID 83338**, the following described premises, situated in **Camas County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Camas, State of Idaho, described as follows:

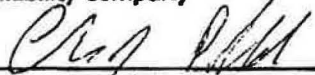
Lot 3 in M. A. DANIELSON SUBDIVISION, Camas County, Idaho filed in the office of the County Recorder in Book 1 of Plats as Instrument No. 75013.

APN: RP004500010030A

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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.

Diamond/Soldier Properties LLC, a Washington
limited liability company

By: Investments Manger LLC, a Washington
limited liability company

By: 

Name: Chris Pollak
Title: Vice President

STATE OF Washington)
COUNTY OF KING)
SS.

On this 4th day of ~~August~~ ^{SEPT.} 2020, before me, a Notary Public in and for said State, personally appeared **Chris Pollak**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Vice President of the **Investments Manager, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument as Manager of **Diamond/Soldier Properties, LLC**, and acknowledged to me that he executed the same in said Limited Liability Company's name.



Nancy Lukacs
Notary Public of Washington
Residing at: KIRKLAND, WA
Commission Expires: 4-29-24



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR
REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# 08162020SC01 DATE 08/16/2020

LISTING AGENCY Town & Country Realty Office Phone # 208-539-6071 Fax # _____
Listing Agent Ed Smith E-Mail tcrealty@northrim.net Phone # 208-539-6071
SELLING AGENCY Atova Office Phone # 208-939-5151 Fax # 208-939-5152
Selling Agent Steve Claridge E-Mail sclaridge@atova.com Phone # 208-539-2839

1. BUYER: Johnny Mike Urrutia Debra Nacia Urrutia
(Hereinafter called "BUYER") agrees to purchase and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to
as "PROPERTY" COMMONLY KNOWN AS Lot 3 M.A. Danielson Sub
Fairfield City Camas County ID Zip 83327 legally described as: Lot 3 M.A. Danielson
Subdivision. Located within SE1/4SW1/4 Section 29 (1N,14E,BM), Camas County, ID
OR Legal Description Attached as exhibit (Exhibit must accompany original offer and be signed or initialed by
BUYER and SELLER.)

2. \$ 75,000.00 PURCHASE PRICE: Seventy-Five Thousand DOLLARS
payable upon the following TERMS AND CONDITIONS (not including closing costs).

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No (N/A if left blank)

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.
(A) \$ _____ EARNEST MONEY: _____ DOLLARS
BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is will be

Evidenced by:	Held By:	Delivered:	Deposited:
☐ Cash	☐ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☒ Personal Check	☒ Closing Company	☒ Within <u>3</u> business days (three [3] if left blank) of acceptance	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 4	☐ See Section 4	☐ See Section 4
☐ Wire Transfer			
☐ Note			
☐ See Section 4			

THE RESPONSIBLE BROKER SHALL BE Stephen Barbey

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF
CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide
SELLER within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient
funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financing
statement.

(C) Cash proceeds from another sale: ☒ Yes ☐ No (N/A if left blank)

(D). \$ _____ NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank then this Agreement is
contingent upon BUYER obtaining the following financing.
FIRST LOAN of \$ 0.00 not including mortgage insurance through ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ OTHER
☐ OTHER with interest not to exceed _____ % for a period of _____ year(s) at _____
☐ Fixed Rate ☐ Other In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing

BUYER's Earnest Money shall be returned to BUYER.
SECOND LOAN of \$ 0.00 through ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ OTHER ☐ OTHER with interest not to exceed _____ % for a period of _____ year(s) at _____
LOAN APPLICATION. BUYER ☐ has applied OR ☐ shall apply for such loan(s) Within _____ business days (ten [10] if left blank) of final acceptance
of all parties. BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification,
debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and
subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at
not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion,
agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24
hours from receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close
transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the
SELLER. FHA/VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract BUYER shall not be obligated to
complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless
BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans
Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the
contract.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel
this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was

BUYER'S Initials: JMU DN Date 08/16/2020 SELLER'S Initials: OP Date 8/19/2020

PROPERTY ADDRESS: Lot 3 M.A. Danielson Sub Fairfield ID 83327 ID# 08162020SC01

required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(E) \$ ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(F) \$ APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies, which must be satisfied prior to closing.

- 1) Buyers are aware of shared road agreement and agree to terms set forth.
 - 2) Individual lot owners are responsible for snow removal.
 - 3) Buyers are aware that Lots 1-6 of the M.A. Danielson Subdivision equally share in the Water Right 37-570A. Buyer and Seller to cooperate in facilitating the transfer of Lot 3's portion of Water Right 37-570A.
- End-

5. 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 and in as-is condition. Unless specifically excluded below, the fixtures and fittings and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

None

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

None

6. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a." and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

7. INSPECTION:

(A) **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY and have not been and will not be verified and should not be relied upon by BUYER.)

- 1 **LINE AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 2 **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 3 **UTILITIES AND SERVICE:** Availability, costs and restrictions of utilities and services including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
- 4 **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability):

5 **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

6 **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B) **BUYER chooses** ☐ to conduct inspections; ☒ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 7. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as the "Primary Inspection." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the

BUYER'S Initials (JKH) (DAN) Date 08/16/2020

SELLER'S Initials (CP) () Date 8/19/2020

PROPERTY ADDRESS: Lot 3 M.A. Danielson Sub Fairfield ID 83327 ID#: 08162020SC01

PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 30 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. 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 any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, 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 all liability, responsibility and expense for repairs or corrections.
2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, it shall end BUYER's timeframe for inspections and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 7(C)(4) below.
4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

8. SELLER DISCLOSURES. Within _____ business days (two [2] if left blank) from acceptance SELLER shall disclose and provide copies if available to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation environmental reports, soil studies, seismic studies, site plans and surveys;
- (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
- (c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of the PROPERTY including statements for real estate tax assessments and utilities for the last year, property management agreements, leases or other occupancy agreements, maintenance records, accounting records and audit records for the past year, and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
- (d) all other documents described in any Addenda or Counteroffer to this Agreement.

9. 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.

10. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, ~~SELLER~~ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documents so provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that First American Title Company located at Gooding, Idaho shall provide the title policy and preliminary report of commitment.

BUYER'S Initials: JAW D.VU Date 08/16/2020

SELLER'S Initials: CP Date 8/19/2020

PROPERTY ADDRESS: Lot 3 M.A. Danielson Sub Fairfield ID 83327 ID#: 08162020SC01

(C). 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 PROPERTY 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 unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owners Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy) The lender may 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.

11. 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, Bylaws 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 _____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association SET UP FEE of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association PROPERTY TRANSFER FEES of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association STATEMENT OF ACCOUNT FEE of \$_____ at closing.
 Association Fees are governed by Idaho Code 55-116 and 55-1507.

12. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act") 15 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

13. FARM/CROPS/TIMBER RIGHTS: SELLER or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLER shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

14. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

16. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

17. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

18. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

19. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

20. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing company, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

BUYER'S Initials (JMU) (DMU) Date 08/18/2020

SELLER'S Initials (CP) (K) Date 8/19/2020

PROPERTY ADDRESS: Lot 3 M.A. Danielson Sub Fairfield ID 83327 ID#: 08162020SC01

22. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agrees that if BUYER use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

23. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

24. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

25. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

26. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

27. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date) unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within business days (ten (10) if left blank) prior to closing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Environmental Inspection (Phase 1)				X
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey Shall be ordered by: ☐ BUYER ☐ SELLER				X	PERC Test				X
Flood Certification/Tracking Fee				X	Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				X	Hazardous Waste Report(s)				X
Additional Title Coverage				X	Domestic Well Water Potability Test Shall be ordered by: ☐ BUYER ☐ SELLER				X
Water Rights Transfer Fee			X		Domestic Well Water Productivity Test Shall be ordered by: ☐ BUYER ☐ SELLER				X
Attorney Contract Preparation or Review Fee				X	Septic Inspections Shall be ordered by: ☐ BUYER ☐ SELLER				X
					Septic Pumping Shall be ordered by: ☐ BUYER ☐ SELLER				X

Upon closing SELLER agrees to pay ☐ 0 % of the purchase price OR ☐ \$ 0 (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

28. 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

BUYER'S Initials (JMU) Date 08/16/2020

SELLER'S Initials (CP) Date 8/19/2020

PROPERTY ADDRESS: Lot 3 M.A. Danielson Sub Fairfield ID 83327 ID#: 08162020SC01

such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER. It may however be used to offset SELLER'S damages. 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.

29. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding or at Broker's or closing company'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 all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

30. 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.

31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

32. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 09/04/2020. The parties agree that the CLOSING COMPANY for this transaction shall be Gooding, Idaho located at n/a. If a long-term escrow collection is involved, then the long-term escrow holder shall be n/a.

33. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date at ☐ am ☐ pm.

34. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date . BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

35. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031, provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party, (b) the exchange shall not delay Settlement or Closing, and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

36. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ D The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency notice policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

37. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned.

38. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 08/19/20 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

39. BUYER'S SIGNATURES:

BUYER'S Initials: [Signature] [Signature] Date 08/16/2020 SELLER'S Initials: [Signature] Date 8/19/2020

PROPERTY ADDRESS: Lot 3 M.A. Danielson Sub Fairfield ID 83327 ID#: 08162020SC01

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature Johnny Mike Urrutia BUYER (Print Name) Johnny Mike Urrutia
 Date 08/16/2020 Time 10:36 AM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail johnnymike@cableone.net
 City _____ State _____ Zip _____ Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature Debra Necia Urrutia BUYER (Print Name) Debra Necia Urrutia
 Date 08/16/2020 Time 10:48 AM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail debranecia@cableone.net
 City _____ State _____ Zip _____ Fax # _____

40. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.
☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____
☐ SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature Chris Pollak SELLER (Print Name) Chris Pollak
 Date 8/19/2020 Time 9:00 ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail chrisp@pistolcreek.com
 City _____ State _____ Zip _____ Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

M. A. DANIELSON SUBDIVISION

LOCATED WITHIN: SE¼ SW¼ SECTION 29, TOWNSHIP 2 NORTH, RANGE 14 EAST, BOISE MERIDIAN,
CAMAS COUNTY, IDAHO

JANUARY 2002

SHEET 1 OF 2

SCALE: 1" = 100'

CW 1/16
COR.

S89°56'32"E 1319.88

WELL EASEMENT
TO BENEFIT LOT 6
GRANTED HEREON

BC 1/16 JAP 1960 = NE COR

5677.84

509°36'33"E
58.81

DEPTIC SHARDFIELD
(EASEMENT TO BENEFIT
LOT 5 GRANTED HEREON)

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

511.00'

LEGEND

- Property Boundary
- Centerline Roadways
- Public Utility and Access Easement
- 10' Power Line Easement
- Setback from Mean High Water
- Edge of Water
- Record Data
- Set 1/2" Rebar w/ Cop LS907
- Found Brass Cap
- Building Envelope

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD	CHORD BEARING
C1	43°14'40"	150.00	112.86	58.46	110.32	N47°02'15"E

NOTES

- 1) All lots 1 through 6, will be served by individual Sewer and Water Systems and approved by the Health Department.
- 2) Lots 1, 3 and 4 will be served by individual Water Systems, approved by the Health Department. Lots 2, 5 and 6 will share the use and maintenance of the existing Water System on Lot 5. A Covenant for Shared Water System and Easement shall be recorded in the records of Camas County, Idaho.
- 3) Mutual access and maintenance easements shall be granted and recorded between Lots 5 and 6 to allow access to and maintenance of the portions of the septic systems which are located outside the boundaries of a lot and inside the boundaries of another.
- 4) Finished floor to be a minimum of 3 feet above ordinary high water.
- 5) A 60' foot drainage easement is granted hereon centered on Soldier Creek.
- 6) All natural drainage courses shall be retained & protected and shall have a perpetual easement along these drainage courses.
- 7) This property may contain wetlands. Any disturbance thereto may require permits from Army Corps of Engineers, the Idaho Department of Water Resources and/or Camas County.
- 8) Maintenance and weed control pursuant to State regulations for all lots are the responsibility of the subdivider until the lots are sold and, thereafter the responsibility of the owners of the individual lots.
- 9) Wildlife damage to ornamental trees and shrubs will occur. The cost of removing problems caused by wildlife damage to private property shall be the responsibility of the property owner(s). Actions taken to alleviate wildlife damage and depredations shall be those prescribed or approved by Idaho Fish and Game Department, which will provide consultation in a timely manner upon notification.
- 10) Hay or other livestock feed should be stored and fed so it is not available to big game to minimize the chances of attracting wildlife away from native winter range and to reduce depredation potential.
- 11) All new constructed fencing shall conform to the standards of the Idaho Fish and Game Department, including post and pole design with a maximum roll-top height of 42" and a minimum bottom-rail height of 16".
- 12) Domestic pets, including cats, should be kept indoors, in kennels or leashed at all times to minimize the negative effect of housing developments on wildlife.
- 13) A 60' wide public utility & access easement is granted within Lot Numbers 3, 4, 5 & 6 to benefit Lots 1-6 as well as a 30' wide utility and access easement within Lot #2 to benefit Lot #1.
- 14) No grazing or fencing within forested area along Soldier Creek.
- 15) No grazing on slopes 15% or steeper.
- 16) Existing trees & shrubs along Soldier Creek to be preserved.
- 17) The septic system for Lot 1 may require pumping to an appropriate drainfield location.
- 18) Fill slopes for construction of private driveway within Lot 1 & 2 shall not exceed 20 feet from edge of constructed driveway.
- 19) The avalanche zone designation on Lot 2 is per Steve Sabolka.
- 20) Lot owners with farm animals to apply principals of good husbandry and maintain a minimum stubble height of 4 inches.
- 21) A well easement on Lot 5 to benefit Lot 6 granted as shown hereon. A septic drainfield easement on Lot 6 to benefit Lot 5 granted as shown hereon.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of discontinuance.

Date: 1-9-2002

Robert L. Lippert
South Central District Health Dept., EMS



[GLO 1904]
BASIS OF BEARING
(N 89°54'00" W)

S89°54'46"W 1318.16

TRUE POINT
OF BEGINNING

1/4
COR.

2839.30'
(2641.98')

PREPARED BY: JENCHMARK ASSOCIATES, P.A.
P.O. BOX 733, KETCHUM, ID 83340
(208) 726-9512 : 726-9514 (FAX)
E-MAIL: mjb@jma5b.com

M.A. DANIELSON SUBDIVISION

LOCATED WITHIN
SE¼ SW¼ SECT. 29, T.2N., R.14E., BOISE MERIDIAN,
CAMAS COUNTY, IDAHO

PREPARED FOR: MIKE & AMY DANIELSON

DATE: 1/02/02

PROJECT NO. 00022
PLOT FILE 00022PG1.DWG SHEET 1 OF 2

M.A. DANIELSON SUBDIVISION

SHEET 2 OF 2

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that MIKE DANIELSON and AMY DANIELSON husband and wife, do hereby certify that they are the owners of a certain parcel of land described as follows:

A parcel of land located within the SE 1/4 SW 1/4 of Section 29, Township 2 North, Range 14 East, Boise Meridian, more particularly described as follows:

Commencing at a Brass Cap marking the Southeast corner of said Section 29; thence N89°54'00"W, 2639.30 feet to the S 1/4 corner of said Section 29 and the TRUE POINT OF BEGINNING; thence S89°54'46"W, 1318.16 feet to the Southwest corner of the SE 1/4 SW 1/4 of said Section 29; thence N 0°07'56"W, 1318.82 feet to the Northwest corner of the SE 1/4 SW 1/4 of said Section 29; thence S89°56'32"E, 1319.88 feet to the Northeast corner of the SE 1/4 SW 1/4 of said Section 29; thence S 0°03'27"E, 1315.48 feet to the TRUE POINT OF BEGINNING.

It is the intention of the undersigned to, and they do hereby include said land in this plat.

Pursuant to Idaho Code 50-1334, we the undersigned, as owners, do hereby state that the lots on this plat will not be served by any water system common to one (1) or more of the lots, but will be served by individual wells.

IN WITNESS WHEREOF, I have hereunto set my hand.

Signed this 29 day of January, 2002

Mike Danielson
MIKE DANIELSON

Amy Danielson
AMY DANIELSON

ACKNOWLEDGEMENT

COUNTY OF CAMAS
STATE OF IDAHO

On this 29 day of JANUARY, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared MIKE DANIELSON and AMY DANIELSON, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

My commission expires: COUNTY CLERK
Residing at: FAIRFIELD
R. Bennett
Notary Public

SURVEYOR'S CERTIFICATE

I, GORDON K. WILLIAMS, a duly registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land surveyed under my direct supervision, that the location of lots and blocks have definitely been established and perpetuated in slight ascertained with the State of Idaho Code relating to plats and surveys.

GORDON K. WILLIAMS, PLS. Gordon K. Williams DATE 12/22/2000

COUNTY SURVEYOR'S CERTIFICATE

This is to certify that I, JIM W. KOONCE, County Surveyor for Camas County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koonce DATE 12/22/01
JIM W. KOONCE
Acting

CAMAS COUNTY PLANNING & ZONING APPROVAL

The foregoing plat was approved and accepted this 13 day of October, 2001, by the Camas County Planning and Zoning Commission.

By: Michelle ADMINISTRATOR

CAMAS COUNTY COMMISSIONER'S APPROVAL

The foregoing plat was approved and accepted this 13 day of October, 2001, by the Camas County Commissioners.

By: Brian Davis Chairman

CAMAS COUNTY TREASURER'S CERTIFICATE

The foregoing plat was approved and accepted this 29 day of January, 2002, by the Camas County Treasurer.

By: Angie Bechtel

CAMAS COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed for the record at the request of Mike Danielson at 45 minutes past 9 o'clock A.M. on this 12 day of FEBRUARY, 2002 A.D., in my office and duly recorded in Book 1 of plats of page 1.

Instrument No. 75013 Fee: \$ 5.00

By: A. F. R. Bennett



		M.A. DANIELSON SUBDIVISION LOCATED WITHIN SE 1/4 SW 1/4 SECTION 29, T2N, R14E, BOISE MERIDIAN CAMAS COUNTY, IDAHO PREPARED FOR: MIKE & AMY DANIELSON	
FINAL PLAT PROJECT NO. 00092	PLOT BY: CPL DATE: 12/21/00	PLOT FILE 00092CMT.DWG CO-ORD FILE 00092.CRD	



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 27, 2024

JOHNNY MIKE URRUTIA
DEBRA NECIA URRUTIA
18 NORTHRIDGE WAY
JEROME ID 83338-6200

Re: Change in Ownership for Water Right No(s): **37-23226**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Please note, water right 37-23226 was leased to the Water Supply Bank (bank) in 2020. In accordance with the bank lease acceptance, the lessor/current right holder (right holder) may not use the right while it is in the bank, even if the right is not rented from the bank. The right will remain in the bank until December 31, 2024, unless released earlier by the Water Resource Board or upon request by the right holder. To reduce the term of the lease, the right holder must submit a written request to the department. The department will verify if the right is rented or available for release and notify the right holder of the release date.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

12/27/2024

Water Right 37-23226

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOHNNY MIKE URRUTIA 18 NORTHRIDGE WAY JEROME, ID 83338-6200 (208) 280-2978
Current Owner	DEBRA NECIA URRUTIA 18 NORTHRIDGE WAY JEROME, ID 83338-6200 (208) 280-2978
Attorney	JAMES P SPECK C/O SPECK & AANESTAD PO BOX 987 KETCHUM, ID 83340-0998 (208) 726-4421
Original Owner	HANNAH H REEDY , ID
Previous Owner	DIAMOND SOLDIER PROPERTIES LLC C/O GREGORY VIK PO BOX 1607 BELLEVUE, WA 98009-1607 (425) 460-2542

Priority Date: 6/1/1892

Basis: Decreed

Status: Active

Source
SOLDIER CREEK

Tributary
CAMAS CREEK

Beneficial Use
IRRIGATION

<u>From</u>	<u>To</u>
04/15	10/31
<u>Total Diversion</u>	

<u>Diversion Rate</u>
0.016 CFS
0.020 CFS

Volume

Source and Point(s) of Diversion:

SOLDIER CREEK NESESW

Sec. 29, Twp 02N, Rge 14E, CAMAS County

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

12/27/2024

Place Of Use:

IRRIGATION within CAMAS County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	14E	29												0.8					0.8

POU Total Acres: 0.8

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. The actual diversion rate for this right is 0.016 cfs.
3. X60 Place of use is located within Lot 3; M A Danielson Subdivision.

Dates and Other Information:

Decreed Date: 10/20/2009

Civil Case Number: 39576

Judicial District: FIFTH

State or Federal: S

Water District Number: 37B

Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

Lease ID: 1182

Lease Type: Contract

Lease Status: Active

Lease Start Date: 1/1/2020

Lease End Date: 12/31/2024

Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
Irrigation	0.02	0.00	0.80	0.80