Form 42-248/42-1409(6) Rev. 7/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 05 2023
DEPARTMENT OF WATER RESOURCES

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.

DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-22326	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Edward Coberg & Mark Bisles
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ferrell S Ryan III & Molly Magee Ryan
   New owner(s) as listed on the conveyance document Name connector ☑ and ☐ or

   21013 N. Harrison Blvd Boise ID 83702
   Mailing address City State Zip

   (864) 630-6991 buckyryan@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: 5/5/2023.

6. Do you own the land identified as the water right place of use? Yes ☑ No ☐
   - 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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - 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: _____ _____ 5/5/2023
   Signature of new owner/claimant Title, if applicable Date
   Ferrell Spencer Ryan III
   Print name

   Signature: _____ _____ 5/5/23
   Signature of new owner/claimant Title, if applicable Date
   Molly Magee Ryan
   Print name

SCANNED

For IDWR Office Use Only:

Receipted by KM Date 5.5.23 Receipt No. C116196 Receipt Amt. AUG 25 2023

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W9	Approved by	Processed by	Date
Ferrell Spencer Ryan, III			8-3-23

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=3 ANGIE STEELE
TITLEONE BOISE

2023-026127
05/05/2023 02:01 PM
$15.00

TitleOne
a title & escrow co.

Order Number: 23475422

Warranty Deed

For value received,

Edward Cobern, an unmarried man, and Mark Biales, an unmarried man

the grantor, does hereby grant, bargain, sell, and convey unto

Molly Magee Ryan and Ferrell Spencer Ryan III, a married couple

whose current address is 2101 N Harrison Blvd Boise, ID 83702

the grantee, the following described premises, in Ada County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

SCANNED
AUG 04 2023

Dated: 05/04/23

Edward Cobern

Dated: 5/4/23

Mark Biales

State of Idaho, County of Ada, ss.

On this 4th day of May in the year of 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward Cobern, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Boise ID
My Commission Expires:
(seal)

MARK A. GIVENS
COMMISSION #49128
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/19/2027

State of Idaho, County of Ada, ss.

On this 4th day of May in the year of 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Biales, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Boise ID
My Commission Expires:
(seal)

MARK A. GIVENS
COMMISSION #49128
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/19/2027

SCANNED
AUG 04 2023

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

The South 10 feet of Lot 10 and Lots 11 and 12 in Block 4 of Ireland Addition, according to the official plat thereof, filed in Book 2 of Plats at Page(s) 83, records of Ada County, Idaho.

SCANNED

AUG 0 4 2023

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 63-22326

Current Owner: TRENT HOWIE
ANNE HOWIE

Priority Date: 1/1/1920

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
DOMESTIC	1/01 to 12/31	0.04 CFS	
	Total Diversion	0.04 CFS	

Location of Point(s) of Diversion

GROUND WATER — NE1/4NW1/4SW1/4 Sec. 34, Twp 04N, Rge 02E B.M.
ADA County

Place of Use

DOMESTIC Within ADA County

T04N R02E S34 NWSW

Conditions of Approval:

1. PARCEL NO. R 4303000460 PROPERTY ALSO KNOWN AS S 10' OF LOT 10, LOT 11 & 12, BLK 4, IRELAND ADDITION.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Decreed Date: 3/31/2000

SCANNED
AUG 0 4 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 02, 2022

EDWARD COBERN & MARK BIALES
2101 N HARRISON BLVD
BOISE ID 83702-1238

Re: Change in Ownership for Water Right No(s): 63-22326

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.

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) 605-4620 .

Sincerely,

Clint Lindow
Water Resource Agent

Enclosure(s)

SCANNED
AUG 0 4 2023

IDAHO DEPARTMENT OF WATER RESOURCES 11/2/2022

Proof Report

Water Right 63-22326

Owner Type	Name and Address
Current Owner	EDWARD COBERN 2101 N HARRISON BLVD BOISE, ID 83702-1238 (440) 655-6421
Current Owner	MARK BIALES 2101 N HARRISON BLVD BOISE, ID 83702-1238 (440) 655-6421
Original Owner	BILL A COLLINS 2101 HARRISON BOISE, ID 83702 (208) 344-0796
Previous Owner	ANNE HOWIE 2101 HARRISON BLVD BOISE, ID 83702 (208) 388-0810
Previous Owner	TRENT HOWIE 2101 HARRISON BLVD BOISE, ID 83702 (208) 388-0810

Priority Date: 1/1/1920
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.040 CFS	
		Total Diversion	0.040 CFS	

Source and Point(s) of Diversion:

GROUND WATER	NENWSW	Sec. 34, Twp 04N, Rge 02E, ADA County

Place Of Use:
DOMESTIC within ADA County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals

SCANNED
AUG 0 4 2023

04N	02E	34									X							

Conditions of Approval:

1.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3.		PARCEL NO. R 4303000460 PROPERTY ALSO KNOWN AS S 10' OF LOT 10, LOT 11 & 12, BLK 4, IRELAND ADDITION.

Comments:

Dates and Other Information:
Decreed Date: 3/31/2000
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND/OR
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:
N/A

Verification Log

SubCase:
N/A

Water Supply Bank:

N/A

63-22326

SCANNED
AUG 0 4 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

63-22326

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.035 0.07 0.14 Miles

N

SCANNED
AUG 0 4 2023

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is executed effective as of **April 14, 2023** (the "Effective Date"), by and between EDWARD COBERN and MARK BIALES (collectively referred to hereafter as "Seller"), and MOLLY MAGEE RYAN and FERRELL SPENCER RYAN, III (collectively referred to hereafter as "Buyer").

RECITALS:

A. Seller is the owner of the property located at 2101 N Harrison Blvd, Boise, 83702, Idaho, as more fully defined below ("Property").

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property, upon the terms, conditions and provisions set forth in this Agreement.

AGREEMENTS:

For value received, Seller and Buyer agree as set forth below.

1. Definitions. The following terms have the following meanings when used in this Agreement:

"Business Day". A day other than a Saturday, Sunday, or day on which banking institutions in Idaho are authorized or required by law or executive order to be closed.

"Cash". United States currency represented by cash in hand, certified or cashier's check, wire transfer or other readily available funds.

"Closing". The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

"Closing Date". The date upon which Closing occurs, to be on or before **MAY 5, 2023** or a later date as the parties may agree to in writing.

"Earnest Money Deposit". The funds to be deposited by Buyer with Escrow Agent (and all accrued interest thereon) in accordance with Section 3.1 of this Agreement.

"Escrow". The escrow to be created in accordance with this Agreement.

"Escrow Agent". TITLE ONE, 1101 W RIVER ST, STE #201, BOISE, ID 83702. MARK GIVENS or his assign shall be the Escrow Officer.

"Permitted Exceptions". All real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property, and all other matters affecting title to the Property approved or waived by Buyer in accordance with this Agreement.

SCANNED
AUG 0 4 2023

"Property". The land described in EXHIBIT A attached to this Agreement, the improvements located on the land including all fixtures, and any easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining to the land. The Property also includes the personal property described on the Bill of Sale attached as EXHIBIT C.

"Purchase Price". The total purchase price to be paid by Buyer for the Property, as set forth in Section 3 of this Agreement.

"Transaction". The purchase and sale of the Property contemplated by this Agreement.

2. Definitive Agreement for Purchase and Sale of Property. Upon full execution, this Agreement will be a binding agreement between Buyer and Seller for the purchase and sale of the Property on the terms set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Buyer and Seller concerning the Transaction. If Buyer and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent's form, as may be modified by Buyer and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control.

3. Purchase Price and Method of Payment. The Purchase Price is **$1,746,000**, payable as follows:

3.1 $17,460 in Cash, as the Earnest Money Deposit, to be deposited by Buyer with Escrow Agent within **three (3) Business Days** of delivery to Escrow Agent of a fully-executed original of this Agreement; and

3.2 The balance of the Purchase Price, in Cash, as additional funds to be deposited by Buyer with Escrow Agent at or before Closing and paid to Seller at Closing.

4. Disposition of Earnest Money Deposit. If the Transaction is consummated, the Earnest Money Deposit must be paid to Seller and applied against the Purchase Price. If the Transaction is not consummated, Seller and Buyer instruct Escrow Agent to apply the Earnest Money Deposit as follows:

4.1 If this Agreement is terminated as provided in this Agreement for any reason other than Buyer's failure to perform Buyer's obligations under this Agreement, the Earnest Money Deposit must be paid immediately to Buyer.

4.2 If Buyer fails to perform any of Buyer's obligations under this Agreement, the Earnest Money Deposit must be paid to Seller as provided in Section 11.

5. Buyer's Conditions Precedent. Buyer's obligations to purchase the Property and otherwise perform under this Agreement are contingent upon satisfaction of the conditions precedent set forth below, which are conditions precedent only and not covenants of Seller.

5.1 Title Commitment.

5.1.1 Within **ten (10) Business Days** of the Effective Date, Seller shall provide for Buyer a commitment for title insurance with respect to the Property (i) disclosing all matters of record and other matters of which Escrow Agent has knowledge that relate to the title to the Property, (ii) detailing Escrow Agent's requirements for closing the Escrow, (iii) committing to issue to Buyer an ALTA Standard Owner's Policy of Title Insurance with respect to the Property, and (iv) providing legible copies of all instruments

SCANNED
AUG 04 2023

referred to in the report (collectively, the "Commitment"). Buyer may obtain an ALTA Extended Owner's Title Insurance policy, additional endorsements, or an ALTA Lender's Extended Title Insurance policy at Buyer's sole expense.

5.1.2 Buyer has **two (2) Business Days** after the Effective Date or after receipt of the Commitment, whichever occurs later, to review and object in writing to any easements, liens, encumbrances or other exceptions or requirements in the Commitment (the "Title Objections"). If Buyer does not approve the Commitment or object within the time specified, then the condition of title to the Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Title Objections **by or before the Closing Date**. If Seller is unable or unwilling to eliminate the matters covered by the Title Objections by or before the Closing Date upon terms acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive the Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement and Buyer's Earnest Money shall be returned to Buyer.

5.1.3 Amendments to Title Commitment. If the Commitment is amended by Escrow Agent, Escrow Agent shall immediately deliver to Buyer and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the "Amendment"). Buyer has **five (5) Business Days** from the date of Buyer's receipt of the Amendment or through the Closing Date, whichever occurs earlier (but in no event earlier than expiration of the **two (2) Business Day** period provided for in Section 5.1.2), to review and to object in writing to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment that were not disclosed by the Commitment or a previous Amendment ("Additional Title Objections"). If Buyer does not approve the Amendment or object within the time specified, then the condition of title to the Property reflected on the Amendment will be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Additional Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Additional Title Objections **by or before the Closing Date** upon terms acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive the Additional Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement and Buyer's Earnest Money shall be returned to Buyer.

5.2 Title Insurance Policy. At Closing, Seller shall purchase and deliver to Buyer an ALTA **Standard Residential Owner's Policy of Title Insurance** with respect to the Property in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and subject to the Permitted Exceptions (the "Title Policy").

5.3 Seller's Property Disclosures.

5.3.1 Disclosure Statement. Seller shall, within **five (5) Business Days** from the Effective Date, complete, execute and deliver to Buyer a Seller's Property Disclosure Statement in the form of EXHIBIT D. Buyer upon receipt of such Seller's Property Disclosure Statement shall, within **3 Business Days** after receipt, execute and return to Seller a copy of such Seller's Property Disclosure Statement acknowledging Buyer's receipt of such Seller's Property Disclosure Statement.

5.3.2 New Construction or Recent Improvements. If the Property is newly constructed or has had a recent improvement of over $2,000, then Seller shall, simultaneous with the execution of this Agreement obtain from its General Contractor and deliver to Buyer, the disclosures required by Title

SCANNED
AUG 04 2023

45, Chapter 5 Idaho Code, or its equivalent. Buyer upon receipt of any disclosures shall, within 3 Business Days after receipt, execute and return to Seller a copy of such disclosures, acknowledging Buyer's receipt of such disclosures.

5.4 Buyer's Inspection.

5.4.1 Buyer agrees to waive its right to terminate this Agreement for any issue with the Property that waswas identified and disclosed by Seller in the pre-inspection of the Property shared with Buyer..

5.4.2 Notwithstanding any of the foregoing, Buyer shall have **ten (10) Business Days** after the Effective Date (the "Inspection Review Period") to conduct a full inspection of the Property and to review and approve any investigations, tests, analyses or studies deemed necessary by Buyer to determine the condition and feasibility of the Property for Buyer's purpose (the "Inspection Review").

5.4.3 Seller hereby grants to Buyer and Buyer's agents, employees and contractors a nonexclusive right and license to enter upon the Property after giving reasonable advance notice to Seller to conduct the Inspection. Upon completion of the Inspection Review, Buyer shall restore the Property to its condition existing immediately prior to the Inspection Review. Buyer shall indemnify and hold Seller harmless from any loss incurred by Seller resulting from damage to the Property caused by the Inspection Review.

5.4.4 If for any reason Buyer determines that the Property is not in a suitable condition or not feasible for Buyer's purpose, Buyer may terminate this Agreement within the Inspection Review Period and will receive their Earnest Money back. In addition, Buyer may proceed under paragraph 5.5.4 below.

5.4.5 Satisfaction/Removal of objections During Buyer's Inspection Review Period:

(a) If Buyer within its Inspection Review Period provides Seller written notice of disapproved items, together with a copy of the pertinent section of any written inspection report, if applicable, Seller, at Seller's option shall have **three (3) Business Days** in which to respond in writing. Seller, at Seller's option, may determine to correct the items as specified by Buyer in their disapproval notice or may elect not to do so. If Seller agrees in writing to correct items disapproved by Buyer to Buyer's satisfaction, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from Seller that rejects Buyer's request, in whole or in part, or if Seller does not respond within the time provided herein, then Buyer has the option of either continuing the transaction without Seller being responsible for correcting the disapproved items or giving Seller written notice that Buyer is proceeding under paragraph 5.5.3 above terminating this Agreement and Buyer will receive their Earnest Money back.

5.4.6 If Buyer does not either approve or disapprove the Inspection Review within the time specified, then the Inspection Review will be deemed approved.

SCANNED
AUG 0 4 2023

5.5 Lead Paint Disclosure. If the Property is defined as "Target Housing" regarding lead-based paint or lead-based paint hazards, Buyer must acknowledge 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) Buyer has received the Seller's Disclosure of Information and Acknowledgment Form and has been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on the Property;

(c) That this Agreement is contingent upon Buyer's right to have the Property tested for lead-based paint hazards to be completed no later than **MAY 5, 2023** or the contingency will terminate;

(d) That if test results show unacceptable amounts of lead-based paint on the Property, Buyer has the right to cancel this Agreement subject to the Seller's option (to be given in writing) to elect to remove the lead-based paint and correct the problem, which must be accomplished before closing; and

(e) That if this Agreement is canceled under this clause, Buyer's Earnest Money Deposit will be returned to Buyer.

5.6 Financing Contingency. The Purchase Price of the Property is to be financed through a traditional mortgage home loan to be secured for the Property (the "Financing").

5.6.1 Closing is contingent upon Buyer obtaining the Financing at an interest rate of **SIX PERCENT (6%) or less** and otherwise on terms and conditions reasonably acceptable to Buyer. If an appraisal is required by Lender, the Property must appraise **within $50,000** of the 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. If Seller declines to reduce the Purchase Price to the appraised value, then Buyer may terminate this Agreement and Buyer's Earnest Money shall be returned to Buyer. Notwithstanding any of the foregoing, Buyer agrees to pay to Seller any difference, up to $50,000, between the appraised value and the Purchase Price for the Property.

5.6.2 If, notwithstanding Buyer's good faith efforts to obtain the Financing, Buyer has been unable to obtain the Financing **by the Closing Date**, Buyer may elect to terminate this Agreement and Buyer's Earnest Money shall be returned to Buyer. Seller agrees to cooperate with Buyer and to disclose all information relating to the Property as may be necessary or helpful to assist Buyer in obtaining the Financing.

6. Closing.

6.1 Time and Place. Closing will take place in the offices of Escrow Agent on the Closing Date. Closing Date means the date on which all documents are either recorded and accepted by an escrow agent and the sale proceeds are available to Seller. The Closing Date shall be no later than **MAY 5, 2023**.

6.2 Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

SCANNED
AUG 04 2023

6.2.1 A GENERAL WARRANTY DEED in the form of EXHIBIT B attached to this Agreement, fully executed and properly acknowledged by Seller, conveying the real property portion of the Property to Buyer subject to the Permitted Exceptions;

6.2.2 A BILL OF SALE in the form of EXHIBIT C attached hereto conveying the personal property portion of the Property; and

6.2.3 Any other funds, instruments or documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.3 Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:

6.3.1 The funds required by Section 3 of this Agreement; and

6.3.2 Any other funds, instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary, to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.4 Closing Costs.

6.4.1 Seller shall pay the premium for Buyer's Owner Standard Title Insurance Policy.

6.4.2 Buyer will pay the additional premiums required for any extended coverage or endorsements requested by Buyer or Buyer's lender.

6.4.3 Buyer will pay any sales tax, if any, associated with its purchase of the personal property described on EXHIBIT C.

6.4.4 Escrow fees will be split equally between Buyer and Seller.

6.4.5 Real property taxes and assessments and other items customarily prorated in Ada County, Idaho will be prorated as of the Closing Date based on the latest available figures. Any items that have been prorated based on the latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Seller and Buyer.

6.4.6 Each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction.

6.4.7 All other costs associated with the Transaction must be borne by the parties in accordance with custom in Ada County, Idaho, as determined by Escrow Agent, unless otherwise specified in this Agreement.

6.5 Possession. Buyer will be entitled to possession of the Property on or before **JUNE 12, 2023**. If Seller wishes to occupy the Property beyond the closing date (but in no case to extend beyond **JUNE 12, 2023** without Buyer's written consent), the parties shall execute a Post-Closing Occupancy

SCANNED
AUG 0 4 2023

Agreement, which amongst other items, will determine a duration for Seller's occupancy of the Property and a reasonable rental rate that Seller shall pay Buyer.

7. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

7.1 Authority. Seller has full power and authority to enter into this Agreement and complete the Transaction.

7.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

7.3 Title. Seller has fee title to the Property, subject to the Permitted Exceptions.

7.4 No Violations. Seller has not received notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.2.1 for a period of **ONE (1) YEAR**.

8. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

8.1 Authority. Buyer has full power and authority to enter into this Agreement and complete the Transaction.

8.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer according to its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer according to their terms.

8.3 Investigation of Property. Buyer has been or will be permitted access to the Property and will have actually inspected the Property prior to Closing. Buyer's consummation of the Transaction is based upon such inspection and not on any representations or warranties of Seller, except those expressly set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form referred to in Section 5.4. Buyer agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Seller set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form.

8.4 No Other Representations. Buyer hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written, except as set forth in this Agreement and as set forth in the Seller's Property Disclosure Statement form referred to in Section 5.4.

SCANNED
AUG 04 2023

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Buyer set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.2.1 for a period of ONE (1) YEAR.

9. Broker's Commission.

9.1 Seller and Buyer warrant, each to the other, that they have not dealt with any broker, agent, or finder in connection with the Transaction.

9.2 Seller shall indemnify and hold Buyer harmless against any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the Transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of any such claim, demand or suit.

9.3 Buyer shall indemnify and hold Seller harmless against any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the Transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of any such claim, demand or suit.

10. FIRPTA -- Tax Withholding at Closing. The parties will fully comply with the federal Foreign Investment in Real Property Tax Act ("FIRPTA").

10.1 Seller's Affidavit. If Seller is not a "foreign person" under FIRPTA, at Closing Seller will sign an affidavit so stating.

10.2 Withholding. If Seller is a "foreign person" under FIRPTA, at Closing the Escrow Agent will withhold from the sale proceeds the appropriate tax amount and submit that amount and any required forms to the Internal Revenue Service.

10.3 Indemnity. Seller indemnifies and holds Buyer and Escrow Agent harmless from any liability, including attorneys' fees, related to Seller's taxes under FIRPTA or otherwise. This indemnity provision shall survive the closing of this Transaction.

10.3.1 **Risk of Loss**. The risk of loss will be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Property before Closing, Buyer may terminate this Agreement and Buyer's Earnest Money shall be returned to Buyer. If Buyer waives any material loss or damage to or condemnation of the Property and proceeds to consummate the Transaction, or in the event of an immaterial loss, damage or condemnation, Seller shall, at Closing and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property that have been received by Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

11. Remedies.

11.1 Buyer's Remedies. If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for **five (5) Business Days** after Seller's receipt of written notice

SCANNED
AUG 04 2023

from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 13; or (ii) bring an appropriate action for specific performance of this Agreement.

11.2 Seller's Remedies. If Buyer fails to perform any of Buyer's obligations under this Agreement and that failure continues for **five (5) Business Days** after Buyer's receipt of written notice from Seller, the Earnest Money Deposit must be paid immediately to Seller, and Seller may, as Seller's remedies for Buyer's failure, either: (i) terminate this Agreement in accordance with Section 13, in which case the Earnest Money Deposit will constitute Seller's liquidated damages, Seller and Buyer agreeing that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agreeing that the Earnest Money Deposit is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform under this Agreement. 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; or (ii) Seller may pursue any other remedies available to Seller under this Agreement, at law or in equity.

11.3 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 Escrow Agent, Escrow Agent may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed Earnest Money. Escrow Agent, however, shall not be required to take any action, but may await any proceeding, or at Escrow Agent'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.

12. Termination. If Buyer or Seller elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon proper termination by a party, Escrow Agent shall disburse the Earnest Money Deposit in accordance with Section 4 and return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of such money and documents, this Agreement and the Escrow will be terminated, and except as provided in this Agreement neither party will have any further liability or obligation under this Agreement.

13. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights or remedies under this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover its reasonable attorneys' fees and court costs incurred therewith at the expense of the non-prevailing party.

14. Notices. Any notice given in connection with the Transaction must be in writing and must be given by personal delivery, established national overnight delivery service, confirmed facsimile or United States certified or registered mail with postage prepaid and return receipt requested, addressed to Seller or Buyer at the following addresses (or at another address as Seller or Buyer or the person receiving copies may designate in writing):

Seller: Edward Cobern and Mark Biales
2101 N. Harrison Blvd.
Boise, ID 83702

Buyer: Ferrell Spencer Ryan, III; and Molly Magee Ryan
2123 N. 16th St.

SCANNED
AUG 04 2023

Boise, ID 83702

Escrow Agent: Mark Givens, Title One Boise
1101 W River St #201
Boise, ID 83702

Notice will be deemed given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice will be deemed received on the date the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer must be given to Escrow Agent.

15. Escrow Cancellation Charges. If the Escrow fails to close because of Buyer's default, Buyer will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, Seller will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close through no fault of either Seller or Buyer, any such cancellation charges by Escrow Agent shall be divided equally between Seller and Buyer.

16. Additional Acts. The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

17. Business Days. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

18. Waiver. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

19. Survival. All of the covenants, agreements, representations and warranties set forth in this Agreement survive Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

20. Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile or pdf, either of which will be effective as an original. At either party's request, or at the Escrow Agent's request, the parties will confirm facsimile- or pdf-transmitted signatures by signing an original document.

21. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns. The foregoing notwithstanding, if Buyer assigns its rights under this Agreement, Buyer shall remain primarily liable for the performance of all Buyer's obligations under this Agreement.

22. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.

SCANNED
AUG 04 2023

23. Construction. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and Buyer waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

24. Headings. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.

25. No Third Party Beneficiary. No term or provision of this Agreement or exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

26. Severability. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is severable from all other provisions of this Agreement.

27. Time of Essence. Time is of the essence in the performance of this Agreement.

28. Incorporation by Reference. All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

29. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

[*Signature page follows*]

SCANNED
AUG 0 4 2023

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

SELLER:

_____

SELLER:

_____

BUYER:

/s/ Ferrell S. Ryan, III

BUYER:

/s/ Molly Magee Ryan

This Purchase and Sale Agreement is acknowledged and accepted by Escrow Agent. Escrow Agent agrees to act as the "real estate reporting person" for the Transaction within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all required forms and returns.

ESCROW AGENT:

By_____

Name _____

Its _____

SCANNED
AUG 0 4 2023

EXHIBIT A

[insert Legal Description]

SCANNED
AUG 0 4 2023

EXHIBIT B

[insert Warranty Deed]

SCANNED
AUG 0 4 2023

EXHIBIT C

[insert Bill of Sale]

SCANNED
AUG 0 4 2023

EXHIBIT D

Seller's Property Disclosure Statement

SELLER'S NAME AND ADDRESS:

_____

_____

_____

_____

Section 55-2501, *et seq.*, Idaho Code, requires Sellers of residential real property to complete a property condition disclosure form.

PURPOSE OF STATEMENT: This is a statement of the conditions and information concerning the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the Seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential Buyer. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the Seller or by any agent representing any Seller in this transaction. It is not a substitute for any inspections. Buyer is encouraged to obtain his/her own professional inspections.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure under Idaho Code section 55-2505, Sellers of such newly constructed residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

1. Is the property located in an area of city impact, adjacent or contiguous to a city limits, and thus legally subject to annexation by the city? ☐ Yes ☐ No

2. Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city? ☐ Yes ☐ No

3. Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city? ☐ Yes ☐ No

4. All appliances and service systems included in the sale (such as refrigerator/freezer, range/oven, dishwasher, disposal, hood/fan, central vacuum, microwave oven, trash compactor, smoke detectors, tv antenna/dish, fireplace/wood stove, water heater, garage door opener, pool/hot tub, etc.) are functioning properly except: (please list and explain):

_____

_____

5. Specify problems with the following:

Basement water _____

SCANNED
AUG 0 4 2023

Foundation _____

Roof condition and age _____

Well (type) _____ problem _____

Septic System (type)_____ problem _____

Plumbing _____

Drainage _____

Electrical _____

Heating _____

6. Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, lot line disputes, etc.).

_____

_____

7. Are you aware of any hazardous materials or pest infestations on the property? If yes, please describe.

_____

_____

8. Have any substantial additions or alterations been made without a building permit? If yes, please describe.

_____

_____

9. Any other problems, including legal, physical or other not listed above that you know concerning the property?

_____

_____

The Seller certifies that the information in this Disclosure Schedule is true and correct to the best of Seller's knowledge as of the date signed by the Seller. The Seller is familiar with the residential real property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SCANNED
AUG 0 4 2023

Buyer acknowledges receipt of a copy of this statement.

SELLER:

_____

Date:_____

BUYER:

_____

Date:_____

SCANNED
AUG 0 4 2023

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

SELLER:

Edward A. Cobern

SELLER:

Mark Biales

BUYER:

/s/ Ferrell S. Ryan, III

BUYER:

/s/ Molly Magee Ryan

This Purchase and Sale Agreement is acknowledged and accepted by Escrow Agent. Escrow Agent agrees to act as the "real estate reporting person" for the Transaction within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all required forms and returns.

ESCROW AGENT:

By_____

Name _____

Its _____

SCANNED
AUG 0 4 2023

Form 42-248/42-1409(6) Rev. 7/21

RECEIVED
AUG 12 2022
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
63-22326	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Howie, Anne; Howie, Trent
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Cobern, Edward; Biales, Mark
   New owner(s) as listed on the conveyance document Name connector ■ and ☐ or

   2101 N Harrison Blvd | Boise | ID | 83702
   Mailing address | City | State | Zip

   (440) 655-6421 | markbiales@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: Sept 18, 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: _____ | _____ | 8/10/22
   Signature of new owner/claimant | Title, if applicable | Date
   Mark Biales
   Print name

   Signature: _____ | _____ | 8/10/22
   Signature of new owner/claimant | Title, if applicable | Date
   Edward Cobern
   Print name

SCANNED
MAY 24 2023

For IDWR Office Use Only:

Receipted by LE Date 08/12/2022 Receipt No. W050679 Receipt Amt. $25.00

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 CL Processed by CL Date 11-2-2022

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 BONNIE OBERBILLIG
FIRST AMERICAN TITLE INSURANCE COMPANY

2020-122820
09/18/2020 01:30 PM
$15.00

AFTER RECORDING MAIL TO:

Edward Cobern
760 Bair Island Rd, Apt 202
Redwood City, CA 94063

WARRANTY DEED

File No.: 4106-3539285 **(WS)**

Date: **August 21, 2020**

For Value Received, **Christopher Lamb Braley and Lauren Denise Bales, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Edward Cobern, an unmarried man and Mark Biales, an unmarried man**, hereinafter referred to as Grantee, whose current address is **760 Bair Island Rd, Apt 202, Redwood City, CA 94063**, the following described premises, situated in **Ada** County, **Idaho**, to wit:

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

The South 10 feet of Lot 10 and Lots 11 and 12 in Block 4 of IRELAND ADDITION, according to the plat thereof, filed in Book 2 of Plats at Page 83, Records of Ada County, Idaho.

APN: **R4303000460**

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.

SCANNED
MAY 24 2023

Christopher Lamb Braley

Lauren Denise Bales

STATE OF Idaho)
ss.
COUNTY OF Ada)

This record was acknowledged before me on 9/16/2020 by Christopher Lamb Braley and Lauren Denise Bales.

GWEN R MAIN
COMMISSION #20192097
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 10/07/2025

Signature of Notary Public
My Commission Expires: 10/07/2025

SCANNED
MAY 24 2023

2

AFTER RECORDING MAIL TO:

Christopher Lamb Braley and Lauren Denise Bales
2101 North Harrison Boulevard
Boise, ID 83702

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 CHE FOWLER
FIRST AMERICAN TITLE INSURANCE COMPANY

2017-106624
11/07/2017 01:49 PM
$15.00

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

WARRANTY DEED

File No.: **4120-2961383 (sm)**

Date: **October 31, 2017**

For Value Received, **Trent Howie, an unmarried man and Anne Howie, an unmarried woman (who acquired title as Trent Howie and Anne Howie, husband and wife)**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Christopher Lamb Braley and Lauren Denise Bales, husband and wife**, hereinafter referred to as Grantee, whose current address is **2101 North Harrison Boulevard, Boise, ID 83702**, the following described premises, situated in **Ada** County, **Idaho**, to wit:

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

The South 10 feet of Lot 10 and Lots 11 and 12 in Block 4 of IRELAND ADDITION, according to the plat thereof, filed in Book 2 of Plats at Page 83, Records of Ada County, Idaho.

APN: **R4303000460**

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.

SCANNED

MAY 24 2023

Trent Howie

Anne Howie

STATE OF Idaho)
SS.
COUNTY OF ~~Canyon~~ Ada)

On this 6 day of **November, 2017** , before me, a Notary Public in and for said State, personally appeared **Trent Howie and Anne Howie,** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

STEPHANIE M MALSON
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Nampa, ID
My Commission Expires: 10/26/2022

SCANNED
MAY 24 2022

IDAHO DEPARTMENT OF WATER RESOURCES **11/2/2022**
Proof Report

Water Right 63-22326

Owner Type	**Name and Address**
Current Owner	EDWARD COBERN 2101 N HARRISON BLVD BOISE, ID 83702-1238 (440) 655-6421
Current Owner	MARK BIALES 2101 N HARRISON BLVD BOISE, ID 83702-1238 (440) 655-6421
Original Owner	BILL A COLLINS 2101 HARRISON BOISE, ID 83702 (208) 344-0796
Previous Owner	ANNE HOWIE 2101 HARRISON BLVD BOISE, ID 83702 (208) 388-0810
Previous Owner	TRENT HOWIE 2101 HARRISON BLVD BOISE, ID 83702 (208) 388-0810

Priority Date: 1/1/1920
Basis: Decreed
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
DOMESTIC	1/01	12/31	0.040 CFS	
	Total Diversion		0.040 CFS	

Source and Point(s) of Diversion:

GROUND WATER	NENWSW	Sec. 34, Twp 04N, Rge 02E, ADA County

Place Of Use:
DOMESTIC within ADA County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals

SCANNED
MAY 24 2023

04N	02E	34									X							

Conditions of Approval:

1.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3.		PARCEL NO. R 4303000460 PROPERTY ALSO KNOWN AS S 10' OF LOT 10, LOT 11 & 12, BLK 4, IRELAND ADDITION.

Comments:

Dates and Other Information:
Decreed Date: 3/31/2000
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND/OR
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:
N/A

Verification Log

SubCase:
N/A

Water Supply Bank:

N/A

SCANNED
MAY 2 4 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

63-22326

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.035 0.07 0.14 Miles

N

SCANNED
MAY 24 2023

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 Gary Spackman**

August 03, 2023

FERRELL S RYAN III
MOLLY MAGEE RYAN
2101 N HARRISON BLVD
BOISE ID 83702-1238

Re: Change in Ownership for Water Right No(s): 63-22326

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.

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) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

SCANNED
AUG 04 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

November 02, 2022

EDWARD COBERN & MARK BIALES
2101 N HARRISON BLVD
BOISE ID 83702-1238

Re: Change in Ownership for Water Right No(s): 63-22326

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.

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) 605-4620 .

Sincerely,

Clint Lindow
Water Resource Agent

Enclosure(s)

SCANNED
MAY 24 2023

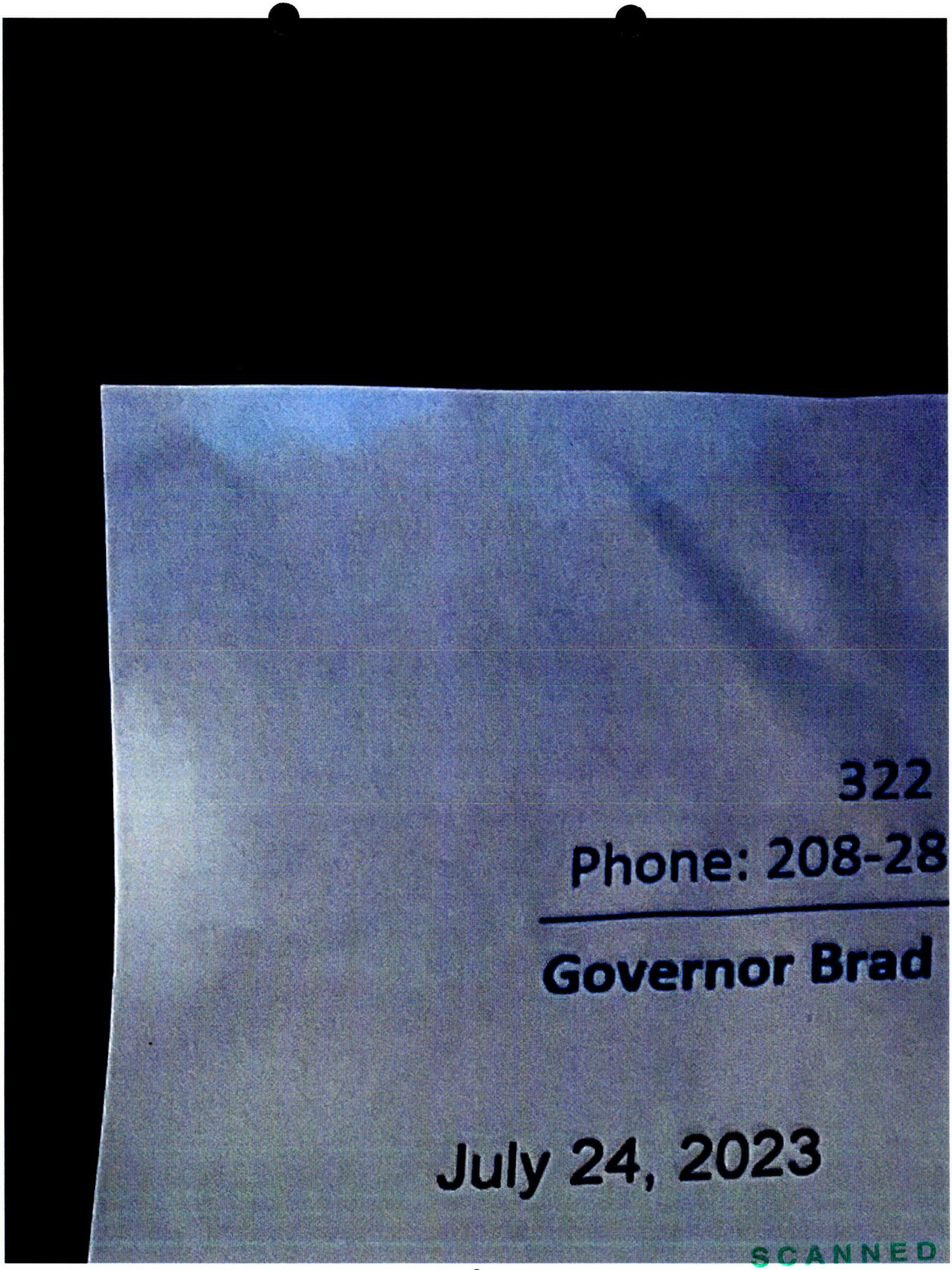
Hersley, Jean

From: Buck Ryan <buck@snakeriverwaterkeeper.org>
Sent: Wednesday, August 2, 2023 6:36 PM
To: IDWR File; IDWRInfo
Subject: Re: Change in ownership water right no 63–22326

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

The letter my attachment in in response to his attached below for your reference.

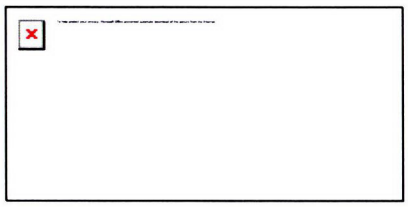
SCANNED
AUG 0 4 2023


322
Phone: 208-28
Governor Brad
July 24, 2023
SCANNED
AUG 0 4 2023

On Wed, Aug 2, 2023 at 6:34 PM Buck Ryan <buck@snakeriverwaterkeeper.org> wrote:
Please see attached in response to your letter of July 24, 2023. Please let us know if anything additional is required.

https://1drv.ms/b/s!Aqhk6nDsDC8hjO5i8oRR-lJFmDozEQ

--



Buck Ryan
Snake River Waterkeeper
2123 N. 16th St.
Boise, ID 83702

(208) 806-1303

www.snakeriverwaterkeeper.org

"*Applying science and law to protect, restore, and sustain waters of the Snake River Basin*"

*NOTE: This email message is for the sole and exclusive use of the intended recipient(s) stated above. The message may contain confidential and/or privileged information. Any unauthorized review, use, disclosure, forwarding, or other distribution of any kind and in any format is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Thank you for your cooperation and assistance.

SCANNED
AUG 0 4 2023

Hersley, Jean

From: Buck Ryan <buck@snakeriverwaterkeeper.org>
Sent: Wednesday, August 2, 2023 6:35 PM
To: IDWR File; IDWRInfo
Subject: Change in ownership water right no 63–22326

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Please see attached in response to your letter of July 24, 2023. Please let us know if anything additional is required.

https://1drv.ms/b/s!Aqhk6nDsDC8hjO5i8oRR-lJFmDozEQ

SCANNED
AUG 0 4 2023

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 Gary Spackman

July 24, 2023

FERRELL S RYAN III
MOLLY MAGEE RYAN
2101 N HARRISON BLVD
BOISE ID 83702-1238

RE: Change in Ownership Water Right No(s): 63-22326

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy conveyance document- warranty deed, quitclaim deed, etc. The conveyance document must include a legal description of the property or description of the water right if no land was conveyed. The purchase and sales agreement you provided is not a conveyance document. It is a preliminary document stating terms and conditions for the purchase of property.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed. You can mail the documents to the address above or email them to: file@idwr.idaho.gov.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

SCANNED
AUG 0 4 2023