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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 14 2022
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? |
|---|---|---|---|---|---|
| 7914083 ✓ | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| 7914220 ✓ | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

2. Previous Owner's Name: Alscott Real Estate L.L.C.
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Rogers Property Management LLC
   New owner(s) as listed on the conveyance document  Name connector ☐ and ☐ or

   2203 16th Ave — Mailing address
   Lewiston — City
   Id — State
   83501 — Zip

   208-305-1228 – 208-3059530 — Telephone
   rrogers@rogersmotors.com — 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: _____.

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.

   SUPPORT DATA IN FILE # 79-14083
   ☐ 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: _____ Rogers Property Management LLC Member 6-12-22
   Signature of new owner/claimant  Title, if applicable  Date
   Richard C Rogers Rogers Property Management LLC
   Print name

   Signature: _____
   Signature of new owner/claimant  Title, if applicable  Date
   _____
   Print name

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***For IDWR Office Use Only:***

Receipted by ICM Date 6.14.22 Receipt No. C113069 Receipt Amt. $50-

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 _____ Date 9/26/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

# INSTRUCTIONS FOR FILING A NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the Water Right and Adjudication Search.

**Please note:**

- Unlike licensed or decreed water rights, which are real property, water right permits, applications for new water rights, and applications to transfer existing water rights are considered the personal property of the permit holders/applicants. Permit holders and applicants must assign their interest in a permit and/or application to the new owner. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. The fee for an Assignment of Permit is $25. There is no charge for an Assignment of Application for Permit or Application for Transfer.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

**LINE INSTRUCTIONS:**

**1.** If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

**2.** Fill in the name of the current water right holder/claimant.

**3.** Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.

**4.** You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

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DEPARTMENT OF
WATER RESOURCES

6/13/22

Sidney Palmer

State of Idaho Dept of Water Right Ownership

Enclosed is application for ownership change for Deer Creek LLC. I appreciate all you help & please call or email me with any mistakes or items not completed correctly.

Thanks much,

Rich Rogers

208-305-1228 [cell]

rrogers@rogersmotors.com

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140421

Instrument # 140421
NEZPERCE, LEWIS, IDAHO
5-17-2012 03:16:10 No. of Pages: 2
Recorded for : VERL LONG
CATHY LARSON Fee: 13.00
Ex-Officio Recorder Deputy Anne U. Crea
EDT

# QUIT CLAIM DEED

## Boundary Line Adjustment

DEER CREEK, LLC, an Idaho limited liability company, (hereinafter referred to as "Grantor") for the purpose of boundary line adjustment grants and conveys to DEER CREEK, LLC, an Idaho limited liability company (hereinafter referred to as "Grantee") whose address is 501 Baybrook Court, Boise, Idaho, 83706, the property described below, all of which is located in Lewis County, State of Idaho:

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

TOGETHER WITH such easements as Grantor may now have or may hereafter acquire providing ingress and egress between the above-described property and the public road known as the "Eagle Creek Road."

SUBJECT TO, easements of record or use, covenants and conditions.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the Grantor either in law or equity of, in and to the above described and bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its assigns, forever.



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AND the Grantor shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantee, its assigns, against all and every person or persons lawfully claiming title, or to claim the whole or any part thereof.

DATED this 11th day of May, 2012.

DEER CREEK, LLC

By: Alscott, Inc., its Manager

By: _____
Dennis Moyer, Vice-President

STATE OF IDAHO )
) ss
County of Ada )

On this 11th day of May, in the year 2012, before me, Kathleen M Malloy, a Notary Public in and for said State, personally appeared DENNIS MOYER, known or identified to me to be the Vice-President of Alscott, Inc., an Idaho corporation, the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

KATHLEEN M. MALLOY NOTARY PUBLIC STATE OF IDAHO

Kathleen M Malloy
Notary Public for Idaho
Residing at: Ada County, Boise ID
Commission Expires: 8/24/2017

133096

# WARRANTY DEED

**David A Spencer**, a single man, as GRANTOR herein, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Deer Creek LLC**, of PO BOX 70001, Boise, ID 83707-0101, GRANTEE, and to grantee's successors and assigns forever, all of the following described real estate located in the County of LEWIS, State of Idaho, TO WIT:

**Township 31 North, Range 3, West B.M.**

**Section 27: W½E½W½ of Lot 3, Except the East 50 feet thereof;**
**W½W½ of Lot 3;**

**Section 27: That part of Lot 1, described as follows:**

**Beginning at the Northwest Corner of Lot 3, which is the Northeast Corner of the parcel being described;**
**Thence 100 feet westerly parallel to the North boundary of said Lot 1, thence southerly parallel to the East boundary of Lot 1 to an intersection with the South boundary of said Lot 1;**
**thence easterly along the South boundary of Lot 1 to the Southeast Corner of said Lot 1;**
**thence northerly on the East boundary of Lot 1 to the Point of Beginning.**

TOGETHER with all improvements, water rights, ditches, easements, hereditaments and appurtenances thereto.

SUBJECT TO: The lien for current taxes.

GRANTOR, does hereby covenant, warrant, and shall defend the quiet and peaceable possession of said premises by the GRANTEE and grantee's successors and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has executed this instrument January 17, 2006.

David A. Spencer

David A Spencer, a single man



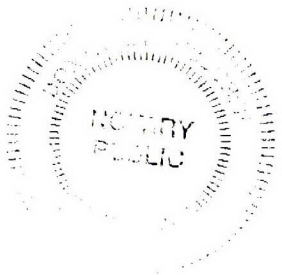
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STATE OF IDAHO )
) s.s.
COUNTY OF ~~LEWIS,~~ )
Nez Perce

On this January 19, 2006, before me, a Notary Public in and for the State of Idaho, personally appeared David A Spencer, a single man, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Donna M. Ennsdorff
Notary Public for the State of Idaho
Residing at Lewiston
My commission expires: 1/18/2006

NOTARY SEAL



**Instrument # 133096**
NEZPERCE, LEWIS, IDAHO
2006-01-23 02:12:32 No. of Pages: 2
Recorded for : LEWIS COUNTY ABSTRACT CO.
CATHY LARSON Fee: 6.00
Ex-Officio Recorder Deputy
D/SAME

138869

**Lewis County Title**
**Order #11350**

# WARRANTY DEED

**N. Robert Howard, a/k/a Nelson Howard, a married man dealing with his sole and separate property**, as GRANTOR herein, for ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **DEER CREEK, LLC,** of 501 Baybrook Court, Boise, ID 83706, GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of **LEWIS**, State of Idaho, TO WIT:

**Township 31 North, Range 3 West, B.M.**

**Section 27: Lot 1, EXCEPT beginning at the center North 1/16 corner of section 27 (also shown as the NW corner of Lot 3), thence N. 89°48'17" W., 535.60 feet; thence S. 0°06'24" W. 500 feet more or less to the mean high water line of the Salmon River; thence Easterly along said high water line 535.60 feet more or less to a point 500.00 feet S. 0°06'24" W. of the Point of Beginning; thence N. 0°06'24"E., 500 feet to the Point of Beginning.**

TOGETHER with all improvements, water rights, ditches, easements, hereditaments and appurtenances thereto.

SUBJECT TO: Easements of record or use, the lien for current taxes and

GRANTOR, FOR HIMSELF AND FOR his heirs does hereby covenant, warrant, and shall defend the quiet and peaceable possession of said premises by the GRANTEE and grantee's heirs and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has signed his name October ___, 2010

X _____

**N. Robert Howard**

STATE OF IDAHO )
) s.s.
COUNTY OF NEZ PERCE )

On this October 8, 2010, before me, N. Robert Howard a Notary Public in and for the State of Idaho, personally appeared **N. Robert Howard, a/k/a Nelson Howard,** known or identified to me, to be the persons/person whose name(s) are/is subscribed to the within instrument, and acknowledged to me that they/he/she executed the same.

_____ NOTARY SIGN
Notary Public for the State of Idaho
Residing at Lewiston
My commission expires: 12/4/2012

NOTARY SEAL

CARLENE C. SOLOM
NOTARY PUBLIC
STATE OF IDAHO

*Grantee(s) Read & Approved* *Initial → Here* *Initial → Here*

**Instrument # 138869**
**NEZPERCE, LEWIS, IDAHO**
**10-14-2010 02:01:40 No. of Pages: 1**
**Recorded for : LEWIS COUNTY ABSTRACT CO., LTD.**
**CATHY LARSON Fee: 10.00**
**Ex-Officio Recorder Deputy** _____
ST LCAC

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# MEMBERSHIP INTEREST PURCHASE AGREEMENT

By and Between

Alscott Real Estate, LLC, as "Seller"

AND

Rogers Property Management, LLC, as "Buyer"

As of February__,2019

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NOV 14 2022

## EXHIBIT LIST

Exhibits A – Promissory Note
Exhibit B -- Form of Personal Guarantee(s)
Exhibit C – Form of Assignment
Exhibit D – Form of Resignation Letter
Exhibit E – Real Property Legal Description
Exhibit F -- Asset List

# MEMBERSHIP INTEREST PURCHASE AGREEMENT

Membership Interest Purchase Agreement entered into effective as of February 8, 2019 by and between Rogers Property Management, LLC, an Idaho Limited Liability Company ("Buyer") and Alscott Real Estate, LLC, Inc., an Idaho Limited Liability Company ("Seller"). The Buyer and the Seller are each a "Party" and collectively the "Parties."

## Recitals

A. Seller is the sole member of Deer Creek, LLC, an Idaho limited liability company (the "Company"). Alscott, Inc. is the Manager of the Company pursuant to the terms of that certain Limited Liability Company Agreement dated as of May 13, 2005.

B. The Parties have agreed that Seller's entire Membership Interest (defined below) in the Company shall be purchased by the Buyer.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions

"Business Day" means any day other than Saturday, Sunday or any legal holiday observed in the State of Idaho.

"Buyer" has the meaning set forth in the preface above.

"Closing" has the meaning set forth in §2(c) below.

"Closing Date" has the meaning set forth in §2(c) below.

"Company" has the meaning set forth in the preface above.

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NOV 14 2022

"Membership Interest" means Seller's entire limited liability company membership interest in the Company.

"Party" has the meaning set forth in the preface above.

"Purchase Price" has the meaning set forth in §2(b) below.

"Seller" has the meaning set forth in the preface above.

2. Purchase of Membership Interest.

   (a) Basic Transaction. On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller, and the Seller agrees to sell to the Buyer the Membership Interest. All property, both real and personal, included in the transaction will be accepted AS IS, WHERE IS.

   (b) Purchase Price. For purposes of this Agreement the "Purchase Price" shall mean the amount of Two Million Five Hundred Thousand and 00/100th Dollars ($2,500,000.00). Buyer shall deliver Five hundred thousand ($500,000.00) of the Purchase Price to Seller by check or wire transfer at the Closing on the Closing Date. The balance of Two Million Dollars ($2,000,000.00) will be financed by the Seller in the form of a promissory note to Buyer in the form of Exhibit A. The note will be secured by a mortgage security interest in favor of the Seller at the time of closing and will remain in effect until the note is paid in full.

   (c) Deliveries at the Closing. At the Closing on February __, 2019 or such other date as the Parties may agree upon ("Closing Date") (i) the Seller will deliver to the Buyer an Assignment in the form of Exhibit B and an executed letter of resignation by Alscott, Inc. as Manager of the Company in the form of Exhibit C; and (ii) the Buyer will deliver to the Seller the Purchase Price and a fully executed promissory note with personal guarantees and mortgage security interest.

3. Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller that the statements contained in this §3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §3).

   (a) Authorization of Transaction. The Buyer and the Buyer representative signing this Agreement has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions.

4. Representations and Warranties of Seller. The Seller represents and warrants to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions.

   (a) Authorization of Transaction. The Seller and the Seller representative signing this Agreement has full power and authority to execute and deliver this Agreement and to perform

its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions.

(b) Membership Interest. The Membership Interest: (i) is the sole outstanding limited liability company membership interest on the Company; (ii) represents Seller's entire ownership interest in the Company, and upon Closing, Seller will transfer said Membership Interest to Buyer free and clear of all liens and encumbrances.

(c) Assets of the Company. The Company owns real property described by legal description in Exhibit D as well as certain personal and real property described in the Asset List included as Exhibit F. All property is free and clear of any liens or encumbrances.

(d) Liabilities of the Company. None

(e) Litigation against Company. There is no legal action, suit, arbitration, or other legal or administrative proceeding, nor any order, decree or judgment in process, pending, or in effect, or threatened against or relating to the Company.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO ITSELF, OR THE MEMBERSHIP INTEREST OR THE COMPANY OR ITS ASSETS.

AS-IS. Seller is selling and Buyer is acquiring the property "AS-IS, WHERE IS" with all faults and defects. Seller makes no representations or warranties with respect to any personal property, equipment, inventory, or fixtures located on the Property, all such property being sold AS-IS, WHERE-IS, with all faults.

5. Pre-Closing Covenants. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

(a) General. Each of the Parties will use its reasonable best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in §7 below);

6. Post-Closing Covenants. The Parties agree in case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under §8 below).

7. Conditions to Obligation to Close.

(a) Conditions to Obligation of the Buyer. The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

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NOV 14 2022

(i) the representations and warranties set forth in §4 above shall be true and correct in all material respects at and as of the Closing Date;

(ii) the Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing; and

(iii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement.

The Buyer may waive any condition specified in this §7(a) if it executes a writing so stating at or prior to the Closing.

(b) Conditions to Obligation of the Seller. The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in §3 above shall be true and correct in all material respects at and as of the Closing Date;

(ii) the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing; and

(iii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement.

The Seller may waive any condition specified in this §7(b) if it executes a writing so stating at or prior to the Closing.

8. Survival of Representations and Warranties. The representations and warranties of the Parties contained in Sections 3 and 4 above shall survive the Closing for a period of one (1) year. Each Party hereby agrees indemnify and hold the other party, its successors and assigns harmless from and against: any and all damages or deficiencies resulting from any misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement on the part of the other party under this Agreement, and any and all actions, suits, claims, proceedings, investigation, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and attorneys' fees) incident to any of the foregoing.

9. Miscellaneous.

(a) Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing provided, however, that any Party may make any public disclosure it believes

in good faith is required by applicable law (in which case the disclosing Party will use its reasonable best efforts to advise the other Parties prior to making the disclosure).

(b) Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

(c) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the Buyer and the Seller.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(e) Headings. The section headings contained in this Agreement are interested in convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two Business Days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Seller: Alscott Real Estate, LLC

501 E Baybrook Court

Boise ID 83706

If to the Buyer: Rogers Property Management, LLC

2203 16th Avenue
Lewiston, ID 83501

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NOV 14 2022

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho.

(h) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer and the Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(i) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(j) Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

(k) Incorporation of Exhibits, Annexes, and Schedules. Any Exhibits, Annexes, and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLER:

Alscott Real Estate, LLC

BY: ALSCOTT, INC., ITS Manager

BY: Brian Naeve ITS President

BUYER:

ROGERS PROPERTY MANAGEMENT, LLC

BY: _____

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NOV 14 2022

BY: Brian Naeve ITS President

BUYER:

ROGERS PROPERTY MANAGEMENT, LLC

BY: _____

EXHIBIT "A"

Form of Assignment

**ASSIGNMENT**

ASSIGNMENT (the "Assignment") is made as of the __TH day of February 2019, by Alscott Real Estate, LLC ("Assignor") in favor of Rogers Property Management, LLC, ("Assignee").

**BACKGROUND**

A. Assignor and Assignee entered into a Membership Interest Purchase Agreement dated as of the __TH day of February 2019 (the "Agreement"), pursuant to which Assignee agreed to purchase and Assignor has agreed to sell its entire membership interest in Deer Creek, LLC

B. This Assignment is entered into pursuant to the terms of the Agreement.

C. Terms defined in the Agreement shall have the same meaning in this Assignment unless otherwise defined herein.

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NOV 14 2022

ASSIGNMENT

Upon the terms and subject to the conditions, representations and warranties contained in the Agreement, Assignor hereby assigns, conveys, sells, transfers and delivers to Assignee, all the right, interest and title in and to the Membership Interest. This transfer and conveyance are made pursuant to the Agreement. Nothing herein shall be construed to modify, limit or otherwise detract from or add to the covenants, warranties and agreements made by Assignor in the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first written.

ASSIGNOR:_____

ALSCOTT REAL ESTATE, LLC.

BY: ALSCOTT, INC., its Manager

By: Brian Naeve
Its President

EXHIBIT "B"

Form of Personal Guarantee

# LOAN PERSONAL GUARANTEE

THIS GUARANTEE dated this ___ day of _____, 20___ is between Richard Rogers of_____, City of Lewiston, State of Idaho hereinafter known as the "Guarantor" and Alscott Real Estate, LLC of 501 Baybrook Ct, City of Boise, State of Idaho hereinafter known as the "Lender".

IN CONSIDERATION OF the Lender extending a loan of TWO MILLION dollars ($2,000,000.00) to Rogers Property Management, LLC of _____, City of Lewiston, State of Idaho hereinafter known as the "Debtor" plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the "Debt") due to the Lender by the Debtor, up to a limit of TWO MILLION dollars ($2,000,000.00), under the terms of a Promissory Note signed the ___ day of _____, 20___ between the Debtor and Lender (the "Agreement") and in addition to the following terms and conditions:

The Guarantor guarantees that Debtor will promptly pay the full amount of principal and interest of the Debt as and when the same will, in any manner, be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default up to the aforesaid limit;

The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer substantially all of Guarantor's assets without the prior written consent of the Lender;

To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of Debtor; and

This Personal Guarantee shall be construed exclusively in accordance with, and governed by, the laws of the State of Idaho. Any dispute arising hereunder may only be brought within the

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NOV 14 2022

Courts of the Lender's preference. This Personal Guarantee embodies the entire promise of Guarantor to personally guarantee Debtor's Debt and supersedes all prior agreements and understandings relating to the subject matter here, whether oral or in writing. This Personal Guarantee may not be assigned or transferred without a written document, signed by the Guarantor, Debtor, and Lender, permitting such assignment or transfer.

**Guarantor's Signature** _____ Date _____

# NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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NOV 14 2022

EXHIBIT "C"

Form of Resignation Letter

February __, 2019

Rogers Property Management, LLC

Effective as of Alscott, Inc., hereby resigns as Manager of Deer Creek, LLC.

BY: ALSCOTT, INC., its Manager

BY: Brian Naeve

Its President

EXHIBIT "E"

# Real Property Legal Description

RP31N03W272401: WD Inst. #138869

RP31N03W272855: QCD Inst. #140421

RP31N03W271250: WD Inst. #133096

RP31N03W272401: (WD Inst. #138869)

**Township 31 North, Range 3 West, B.M.**
**Section 27: Lot 1, EXCEPT beginning at the center North 1/16 corner of section 27 (also shown as the NW corner of Lot 3), thence N. 89°48'17" W., 535.60 feet; thence S. 0°06'24" W. 500 feet more or less to the mean high water line of the Salmon River; thence Easterly along said high water line 535.60 feet more or less to a point 500.00 feet S. 0°06'24" W. of the Point of Beginning; thence N. 0°06'24"E., 500 feet to the Point of Beginning.**

RP31N03W272855: (QCD Inst. #140421)

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

RP31N03W271250: (WD Inst. #133096)

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NOV 14 2022

Township 31 North, Range 3, West B.M.

Section 27: W½E½W½ of Lot 3, Except the East 50 feet thereof;
W½W½ of Lot 3;

Section 27: That part of Lot 1, described as follows:

Beginning at the Northwest Corner of Lot 3, which is the Northeast Corner of the parcel being described;
Thence 100 feet westerly parallel to the North boundary of said Lot 1,
thence southerly parallel to the East boundary of Lot 1 to an intersection with the South boundary of said Lot 1;
thence easterly along the South boundary of Lot 1 to the Southeast Corner of said Lot 1;
thence northerly on the East boundary of Lot 1 to the Point of Beginning.

EXHIBIT "F"

Asset List

As of December 31, 2018

FURNITURE & EQUIPMENT - DEER CREEK
- EZ DOCK DOCKING SYSTEM
- KUBOTA GENERATOR
- CRYSTAL COLD REFRIGERATOR
- CRYSTAL COLD 22 CU FT FREEZER
- SOLAR BATTERY
- 4 QUEEN TEMPUR-PEDIC MATTRESSES
- "RAINWISE" WEATHER STATION SOFTWARE
- 3.5 A/C UNIT WITH 2 WIFI THERMOSTATS
- 2016 POLARIS RANGER XP 900 - SN 4XARTE874GB330825
- KUBOTA MX5200HST 4WD ROPS TRACTOR, FRONT LOADER, BUCKET, GRILLE GUARD, BACKHOE
- LANDPRIDE RTA1574-32-82 ROTARY TILLER/74" WIDE
- LANDPRIDE RCF2084-02-17-41-82 ROTARY CUTTER/84"/CHAIN GUARDS
- LANDPRIDE PFL3048 PALLET FORKS/3000LB/48"
- JOHN DEERE Z960M COMMERCIAL Z TRAK WITH HITCH & MULCHING KIT - SN 1TC960MDHJT060387
- PUMP & VALVES

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NOV 14 2022

Land Title
Of Nez Perce County

Land Title of Nez Perce County, Inc.
P.O. Box 1536
1230 Idaho Street
ID, 83501
1-208-746-3513

**File Number:**
29769

## TAX INFORMATION DISCLOSURE

## DEER CREEK, LLC TRANSACTION

**Date:** **April 17, 2019**

**GF #:** **29769**

**Seller:** **Alscott Real Estate, LLC, an Idaho Limited Liability Company**

**Purchaser/Borrower:** **Rogers Property Management, LLC, an Idaho Limited Liability Company**

**Property:**

**SEE EXHIBIT "A" HERETO ATTACHED**

Based upon information furnished by local taxing authorities, the taxes on the above described property have been paid through the year 2018 and

_____ A special exemption for agricultural and/or timber has been filed against this property, thereby reducing said property tax and **IS SUBJECT TO ROLLBACK.**

_____ There is a shortage in the acreage or square footage in the rolls as compared with the legal description herein conveyed, and could be **SUPPLEMENTED** for previous years.

_____ The tract(s) of land hereby conveyed is/are out of a larger tract of land which has not been split out for the present year, and correct and accurate figures cannot be obtained for tax prorations. Purchaser and Seller agree to prorate based on **ESTIMATES ONLY.**

_____ Purchaser and Seller agree **NOT TO PRORATE TAXES FOR THE CURRENT YEAR,** thereby, purchaser/seller **BEING RESPONSIBLE FOR THE FULL YEAR.**

_____ An exemption exists on this property, and will be adjusted in the following tax year, thereby increasing said base tax.

_____ No tax figures were acquired as to any inventory, personal property or mobile home situated on said property. **Land Title of Nez Perce County, Inc.** is not guaranteeing any payment of any such tax.

__XX_ Any proration of taxes made in connection with this transaction is based on tax information from the prior year and does not reflect the tax status of the property for the current year.

SCANNED
NOV 14 2022

_____ We are closing this file based on verbal tax information provided by the appropriate taxing authorities. The taxing authority is not bound by verbal information and, accordingly, **Land Title of Nez Perce County, Inc.** cannot guarantee the amounts reported as accurate. **Land Title of Nez Perce County, Inc.** can guarantee the tax amounts reported by the taxing authorities only when **Land Title of Nez Perce County, Inc.** has in its possession a written tax certificate issued by appropriate taxing authority. The amount of taxes due may increase or decrease when we receive written tax certificates.

It is understood and agreed that **Land Title of Nez Perce County, Inc.** as closing agent, has informed both the Purchaser and Seller of the above facts, and Purchaser and Seller agree to hold **Land Title of Nez Perce County, Inc.** harmless from any taxes due because of tax supplement; agriculture/timber rollbacks due to change in land usage; tax exemptions; differences due to split-out for the current year or subsequent years; any taxes due on personal property, inventory or mobile homes situated on said property; and mistakes made to closing based on verbal tax information. It is expressly agreed and understood that if, for any of the above checked reasons, the proper amount of taxes are not collected at closing or the proper amount of taxes are not prorated, **Land Title of Nez Perce County, Inc.** retains the right to issue its policy of title insurance subject to any taxes due.

**THE UNDERSIGNED HAVE BEEN INFORMED BY LAND TITLE OF NEZ PERCE COUNTY, INC. THAT IT IS THE UNDERSIGNED'S SOLE RESPONSIBILITY TO NOTIFY THE APPROPRIATE TAXING JURISDICTIONS THAT THE ABOVE PROPERTY HAS BEEN TRANSFERRED AND THAT IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO PAY ALL TAXES FOR THE YEAR 2019 AND FILE ALL NECESSARY TAX EXEMPTIONS.**

By signature herein, the undersigned state that they understand this Disclosure and have received a copy of the same at closing.

We hereby acknowledge and accept the above agreement.

**PURCHASER**

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

**By:** _____
**Richard C. Rogers, Managing Member**

**By:** _____
**Ryan R. Rogers, Managing Member**

**SELLER**

**Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

**By:** _____

**Its:** _____

SCANNED
NOV 14 2022

_____ We are closing this file based on verbal tax information provided by the appropriate taxing authorities. The taxing authority is not bound by verbal information and, accordingly, **Land Title of Nez Perce County, Inc.** cannot guarantee the amounts reported as accurate. **Land Title of Nez Perce County, Inc.** can guarantee the tax amounts reported by the taxing authorities only when **Land Title of Nez Perce County, Inc.** has in its possession a written tax certificate issued by appropriate taxing authority. The amount of taxes due may increase or decrease when we receive written tax certificates.

It is understood and agreed that **Land Title of Nez Perce County, Inc.** as closing agent, has informed both the Purchaser and Seller of the above facts, and Purchaser and Seller agree to hold **Land Title of Nez Perce County, Inc.** harmless from any taxes due because of tax supplement; agriculture/timber rollbacks due to change in land usage; tax exemptions; differences due to split-out for the current year or subsequent years; any taxes due on personal property, inventory or mobile homes situated on said property; and mistakes made to closing based on verbal tax information. It is expressly agreed and understood that if, for any of the above checked reasons, the proper amount of taxes are not collected at closing or the proper amount of taxes are not prorated, **Land Title of Nez Perce County, Inc.** retains the right to issue its policy of title insurance subject to any taxes due.

**THE UNDERSIGNED HAVE BEEN INFORMED BY LAND TITLE OF NEZ PERCE COUNTY, INC. THAT IT IS THE UNDERSIGNED'S SOLE RESPONSIBILITY TO NOTIFY THE APPROPRIATE TAXING JURISDICTIONS THAT THE ABOVE PROPERTY HAS BEEN TRANSFERRED AND THAT IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO PAY ALL TAXES FOR THE YEAR 2019 AND FILE ALL NECESSARY TAX EXEMPTIONS.**

By signature herein, the undersigned state that they understand this Disclosure and have received a copy of the same at closing.

We hereby acknowledge and accept the above agreement.

**PURCHASER**

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

**By:**_____
**Richard C. Rogers, Managing Member**

**By:**_____
**Ryan R. Rogers, Managing Member**

**SELLER**

**Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

**By:** _____

**Its:** Vice President

SCANNED
NOV 14 2022

0003830340

**STATE OF IDAHO**
*Office of the secretary of state, Lawerence Denney*
**ANNUAL REPORT**
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

*For Office Use Only*

**-FILED-**

File #: 0003830340

Date Filed: 4/3/2020 8:56:31 AM

Entity Name and Mailing Address:

DEER CREEK, LLC

| | |
|---|---|
| The file number of this entity on the records of the Idaho Secretary of State is: | 0000130770 |
| Address | RICHARD ROGERS<br>2203 16TH AVE<br>LEWISTON, ID 83501-3519 |

Entity Details:

| | |
|---|---|
| Entity Status | Active-Existing |
| This entity is organized under the laws of: | IDAHO |
| If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: | W39467 |

The registered agent on record is:

| | |
|---|---|
| Registered Agent | Richard c Rogers<br>Registered Agent<br>Physical Address<br>2203 16TH AVE<br>LEWISTON, ID 83501<br>Mailing Address<br>2203 16TH AVE<br>LEWISTON, ID 83501-3519 |

Limited Liability Company Managers and Members

| Name | TItle | Business Address |
|---|---|---|
| ROGERS PROPERTY MANAGEMENT LLC | Member | RICHARD ROGERS<br>2203 16TH AVENUE<br>LEWISTON, ID 83501 |

The annual report must be signed by an authorized signer of the entity.

*Richard Rogers*
Sign Here

*04/03/2020*
Date

Job Title: Registered Agent

SCANNED
NOV 14 2022



4990-9/CT 04/03/2020 8:56 AM Received by ID Secretary of State Lawerence Denney

2291704.83
1697696.2

EXHIBIT "A"

SITUATE IN LEWIS COUNTY STATE OF IDAHO, TC

Twp 31 North Range 3 West, BM:
Section 27: Lot 1 and the West 445 feet of Lot 3, described ...ing 3 parcels:

Parcel 1 (per Inst. No. 138869 of Lewis County Records):

Township 31 North, Range 3 West, B.M.

Section 27: Lot 1, EXCEPT beginning at the center North 1/16 corner of section 27 (also shown as the NW corner of Lot 3), thence N. 89°48'17" W., 535.60 feet; thence S. 0°06'24" W. 500 feet more or less to the mean high water line of the Salmon River; thence Easterly along said high water line 535.60 feet more or less to a point 500.00 feet S. 0°06'24" W. of the Point of Beginning; thence N. 0°06'24"E., 500 feet to the Point of Beginning;

Except per Inst. No. 140421:

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot l; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. ( 14.8 acres more or less) Subject to and together with the right. of use of the existing access road.

Parcel 2: (per Inst. No. 140421 of Lewis County Records):

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise Meridian, described as follows:

That part of Lot l, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot l; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly



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NOV 14 2022

along said centerline 2185 feet more or less to the North line of said Lot l; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. ( 14.8 acres more or less) Subject to and together with the right of use of the existing access road.

Parcel 3: (per Inst. No. 133096 of Lewis County Records):

Township 31 North, Range 3, West B.M.

Section 27: W½E½W1/2 of Lot 3, Except the East 50 feet thereof;
W½W½ of Lot 3;

Section 27: That part of Lot l, described as follows:

Beginning at the Northwest Corner of Lot 3, which is the Northeast Corner of the parcel being described;
Thence 100 feet westerly parallel to the North boundary of said Lot l,
thence southerly parallel to the East boundary of Lot 1 to an
intersection with the South boundary said Lot l;
thence easterly along the South boundary of Lot 1 to the Southeast
Corner of said Lot 1;
thence northerly on the East boundary of Lot 1 to the Point of
Beginning.



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NOV 1 4 2022

After Recording Mail to:
Alscott Real Estate, LLC
501 E. Baybrook Court
Boise Idaho 83501

Attn: Dennis Moyer

**THIS DEED OF TRUST**, Made this 12 day of April, 2019, BETWEEN,

**ROGERS PROPERTY MANAGEMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY**

herein called GRANTOR,

whose address is: **2203 16th Avenue, Lewiston, ID 83501**

**LAND TITLE OF NEZ PERCE COUNTY, INC.,**

**ALSCOTT REAL ESTATE, LLC, AN IDAHO LIMITED LIABILITY COMPANY**

herein called TRUSTEE, and

herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the County of **Lewis**, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than forty acres:

**See Exhibit "A" attached hereto and made a part hereof.**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **TWO MILLION AND NO AND 00/100 DOLLARS, ($2,000,000.00)** final payment due **April 1st, 2024** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligations to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

**B. It is mutually agreed that:**

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

SCANNED
NOV 14 2022

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'.

5. As addition security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law, all other sums then secured hereby; and the remainder, if any, to the per- son or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledged thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

**Rogers Property Management, LLC, an Idaho Limited Liability Company, Member**

**By:** _____
**Richard C. Rogers, Managing Member**

**By:** _____
**Ryan R. Rogers, Managing Member**

SCANNED
NOV 14 2022

STATE OF IDAHO

COUNTY NEZ PERCE

On this 12 day of April, 2019, before me Lori E. Stone, a Notary Public personally appeared Richard C. Rogers and Ryan R. Roger, Managing Members known or identified to me to be the manager(s) or a member(s) of **ROGERS PROPERTY MANAGEMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY**, that executed the instrument or the person(s) who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

LORI E. STONE
Commission #47044
Notary Public
State of Idaho
My Commission Expires: 04/28/24

Lori E Stone
Notary Public, -State of Idaho
Residing in Clarkston WA
Commission Expires: 04/28/2024

REQUEST FOR RECONVEYANCE
(THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST)

, Idaho, _____ **day of** _____, **20**_____

To: **LAND TITLE OF NEZ PERCE COUNTY, INC.**
You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to:_____

The undersigned hereby certifies that the owner **ROGERS PROPERTY MANAGEMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY**

SCANNED
NOV 14 2022

Exhibit "A"

SITUATE IN LEWIS COUNTY STATE OF IDAHO, TO WIT:
Twp 31 North Range 3 West, BM:
Section 27: Lot 1 and the West 445 feet of Lot 3, described in following 3 parcels:

Parcel 1 (per Inst. No. 138869 of Lewis County Records:
Township 31 North, Range 3 West, B.M.
Section 27: Lot 1, EXCEPT beginning at the center North 1/16 corner of section 27(also shown as the NW corner of Lot 3), thence N. 89°48'17" W., 535.60 feet; thence S. 0°06'24" W. 500 feet more or less to the mean high water line of the Salmon River; thence Easterly along said high water line 535.60 feet more or less to a point 500.00 feet S. 0°06'24" W. of the Point of Beginning; thence N. 0°06'24"E., 500 feet to the Point of Beginning;

Except per Inst. No. 140421:

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

Parcel 2: (per Inst. No. 140421 of Lewis County Records:

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

Parcel 3: (per Inst. No. 133096 of Lewis County Records):

Township 31 North, Range 3, West B.M.

Section 27: W½E½W½ of Lot 3, Except the East 50 feet thereof;
W½W½ of Lot 3;

Section 27: That part of Lot 1, described as follows:

Beginning at the Northwest Corner of Lot 3, which is the Northeast Corner of the parcel being described;
Thence 100 feet westerly parallel to the North boundary of said Lot 1,
thence southerly parallel to the East boundary of Lot 1 to an intersection with the South boundary of said Lot 1;
thence easterly along the South boundary of Lot 1 to the Southeast Corner of said Lot 1;
thence northerly on the East boundary of Lot 1 to the Point of Beginning.

SCANNED
NOV 14 2022

| Property Address:<br>Real Property located in Lewis County<br>, ID | | File number:<br>29769 |
|---|---|---|

# Affidavit of Title and Indemnity
## State Of Idaho
## County of Nez Perce

**DEER CREEK, LLC PROPERTY**

**The undersigned does (do) hereby declare under penalty of perjury that with respect to the title to the property described in Lewis County Title commitment for the title insurance order number 15058 that;**

(1) There are NO unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed except:

TRUE ✓ FALSE _____, please explain.

(2) Subsequent to the effective date of the above referenced commitment for insurance there have been NO judgements or State or Federal tax liens recorded in Lewis County, or filed with the Secretary of Bankruptcy have been filed except:

TRUE ✓ FALSE _____, please explain.

(3) There are NO leases, agreements of sale or rights of first refusal binding the property except:

TRUE ✓ FALSE _____, please explain.

(4) The undersigned has (have) NO knowledge of any lien, defect, encumbrance, encroachments, boundary dispute or adverse claim to title other than as set forth in the above referenced commitment for title insurance except:

TRUE ✓ FALSE _____, please explain.

**The undersigned does (do) hereby agree to indemnify and save harmless Land Title of Nez Perce County AND Lewis County Title from any loss or damage under a Policy of Title Insurance which loss or damage has occurred from the issuance of title insurance in reliance upon the accuracy of the foregoing statement.**

Dated this 15th day of April, 2019

Alscott Real Estate, LLC, an Idaho Limited Liability Company
By: Alscott, Inc.

By: _____

Its: Vice President

Subscribed and sworn to before me this 15th day of April, 2019

Kathleen M Malloy

Commission Expires: 8/24/2023

NOTARIZE

KATHLEEN M MALLOY
COMMISSION #45185
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
NOV 14 2022

ASSIGNMENT

Upon the terms and subject to the conditions, representations and warranties contained in the Agreement, Assignor hereby assigns, conveys, sells, transfers and delivers to Assignee, all the right, interest and title in and to the Membership Interest. This transfer and conveyance are made pursuant to the Agreement. Nothing herein shall be construed to modify, limit or otherwise detract from or add to the covenants, warranties and agreements made by Assignor in the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first written.

ASSIGNOR: _____

ALSCOTT REAL ESTATE, LLC.

BY: ALSCOTT, INC., its Manager

By: _____

It: Vice President

SCANNED
NOV 14 2022

Resignation Letter

April 15, 2019

To: Rogers Property management, LLC, an Idaho Limited Liability Company

Effective as of April 17th, 2019, Alscott Real Estate, LLC, and Idaho Limited Liability Company, Member of Deer Creek, LLC, an Idaho Limited Liability Company, hereby resigns as Manager of Deer Creek, LLC, an Idaho Limited Liability Company.

Alscott Real Estate, LLC
By: Alscott, Inc., Its Manager

By: _____

Its: Vice President

SCANNED
NOV 14 2022

## REQUEST FOR FULL RECONVEYANCE

TO: Land Title of Nez Perce County

The undersigned are the legal owners and holders of the note and all other indebtedness secured by a Deed of Trust recorded April 17th 2019 as Instrument No._____, records of Lewis County, Idaho, wherein Rogers Property Management, LLC, an Idaho Limited Liability Company, party of the first part, herein called the Grantor, and LAND TITLE OF NEZ PERCE COUNTY, INC., herein called the Trustee, Alscott Real Estate, LLC, an Idaho Limited Liability Company, herein called the Beneficiary, which said real property is situate in the County of Nez Perce, State of Idaho.

Said note, together with all other evidences of indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust, and to reconvey, without warranty, to the party designated by the terms of said Deed of Trust, all the estate now held by the thereunder.

Dated: April 15, 2019

BENEFICIARY:
Alscott Real Estate, LLC, an Idaho Limited Liability Company
By: Alscott, Inc.

By: _____

Its: Vice President

SCANNED
NOV 14 2022

Addendum to Membership Interest Purchase Agreement

Both parties agree to close this transaction on or before April 17, 2019

**PURCHASER**

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

**By:** _____
**Richard C. Rogers, Managing Member**

**By:** _____
**Ryan R. Rogers, Managing Member**

**SELLER**

**Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

**By:** _____

**Its:** Vice President

SCANNED
NOV 14 2022

Addendum to Membership Interest Purchase Agreement

Both parties agree to close this transaction on or before April 17, 2019

**PURCHASER**

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

**By:** _____
**Richard C. Rogers, Managing Member**

**By:** _____
**Ryan R. Rogers, Managing Member**

**SELLER**

**Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

**By:** _____

**Its:** _____

SCANNED
NOV 14 2022

**29769-Deer Creek, LLC Transaction**

**DISCLOSURE TO THE PARTIES UNDER APR12**

IN ACCORDANCE WITH THE REQUIREMENTS OF APR12 OF THE SUPREME COURT OF THE STATE OF WASHINGTON, LAND TITLE OF NEZ PERCE COUNTY COMPANY AND THE CLOSING OFFICER SPECIFIED BELOW HAVE THE DUTY TO INFORM YOU OF THE FOLLOWING:

1. The Closing Officer is not acting as the advocate or representative of either party;
2. The Closing Officer will prepare documents which affect the legal rights of both parties;
3. The parties may have a differing interests in the documents;
4. The parties may have the right to be represented by lawyers of their own selection and each party may have a separate lawyer.
5. The Closing Officer cannot give legal advice to the parties concerning the manner in which the documents affect those parties.

The Closing Officer is only permitted to select and complete documents which have been approved by the Limited Practice Board in accordance with a written Agreement and or Lender Instructions which contains all of the basic terms of the transaction. The Closing Officer is not permitted to negotiate terms which are not included in the written Agreement and/or Lender Instructions. The Closing Officer is not permitted to practice law.

In this transaction your Closing Officer is: LORI E. STONE,
Limited Practice License No. 9381

By: _____
LORI E. STONE, LPO

**PURCHASER**

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

By: _____
**Richard C. Rogers, Managing Member**

By: _____
**Ryan R. Rogers, Managing Member**

**SELLER**

**Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

By: _____

Its: _____

List of documents prepared:

1.) Deed of Trust

2.) Request for Full Reconveyance

3.) Assistance with Promissory Note

4.) Assistance with Personal Gaurantees (2)

5.) Assistance with Resignation Letter

SCANNED
NOV 14 2022

29769-Deer Creek, LLC Transaction

DISCLOSURE TO THE PARTIES UNDER APR12

IN ACCORDANCE WITH THE REQUIREMENTS OF APR12 OF THE SUPREME COURT OF THE STATE OF WASHINGTON, LAND TITLE OF NEZ PERCE COUNTY COMPANY AND THE CLOSING OFFICER SPECIFIED BELOW HAVE THE DUTY TO INFORM YOU OF THE FOLLOWING:

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4. The parties may have the right to be represented by lawyers of their own selection and each party may have a separate lawyer.
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In this transaction your Closing Officer is: LORI E. STONE,
Limited Practice License No. 9381

By: Lori E Stone
LORI E. STONE, LPO

PURCHASER

Rogers Property Management, LLC, an Idaho Limited Liability Company

By: _____
Richard C. Rogers, Managing Member

By: _____
Ryan R. Rogers, Managing Member

SELLER

Alscott Real Estate, LLC, an Idaho Limited Liability Company
By: Alscott, Inc.

By: _____
Its: Vice President

List of documents prepared:

1.) Deed of Trust

2.) Request for Full Reconveyance

3.) Assistance with Promissory Note

4.) Assistance with Personal Gaurantees (2)

5.) Assistance with Resignation Letter

SCANNED
NOV 14 2022

Land Title
Of Nez Perce County

1230 IDAHO STREET
LEWISTON, ID 83501
(208) 746-3513 / (866) 746-3513 (208) 746-5812 FAX

# CLOSING ESCROW INSTRUCTIONS

**DEER CREEK LLC TRANSACTION**

ESCROW NO.: 29769

DATE: April 10, 2019

BUYER: Rogers Property Management, LLC, an Idaho Limited Liability Company
SELLER: Alscott Real Estate, LLC, an Idaho Limited Liability Company

TO: LAND TITLE OF NEZ PERCE COUNTY

I have agreed to purchase the hereinafter described property located at: Real Property located in Lewis County, , ID for a total consideration of $2,500,000.00. And will on or before **CLOSING OF ESCROW** hand you said consideration, which is payable as follows:

Seller Financing

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you can issue your standard coverage form policy of title insurance with liability of $2,500,000.00 ***(PARAGRAPH #1 OF COMMITMENT WILL REMAIN ON STANDARD OWNER'S POLICY)** on the property described on attached **Order No. 15058 PROVIDED BY LEWIS COUNTY TITLE**

SHOWING TITLE VESTED IN
**Deer Creek, LLC, an Idaho Limited Liability Company**

FREE OF ENCUMBRANCES EXCEPT

1. **Paragraphs 1 through 10 and 12 through 29 of Exceptions to Schedule B Part IIof Commitment for Title Insurance, Order No. 15058 PROVIDED BY LEWIS COUNTY TITLE. A copy of which has** been reviewed and approved, including plat maps and covenants, conditions, and restrictions.
2. **Deed of Trust to be recorded securing a note with an unpaid balance of $2,000,000.00 in favor of Alscott Real Estate, LLC, an Idaho Limited Liability Company**
3. Other:

OTHER INSTRUCTIONS:
PRORATE AND/OR ADJUST THE FOLLOWING AS OF

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow). Sellers are to forward to buyers any present or future tax bills on property herein.
2. Any principal or interest on new and/or existing trust deeds, improvements, assessments and/or bonds taken over by buyers.
3. Rental or Lease, per rent or lease statement handed you.

I hereby agree to pay any charges and any advance and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents etc., to the persons entitled thereof. I also acknowledge that it is my responsibility to file for a homeowner's exemption, to notify utility companies and associations of changed ownership and to contact the assessor's/treasurer's office(s) in the event I do not receive tax notices.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statement examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check made payable to the respective parties, and your checks and documents may be mailed to the addresses set forth in these instructions.



SCANNED
NOV 14 2022

When all documents have been signed and you have received all necessary funds, you are authorized to record the necessary documents, disburse funds collected in accordance with these instructions and have title insurance policy issued. Adjustments may be made on interest, unusual recording fees, and approved payments of bills and rents received after the signing of these instructions. You are authorized to pay any additional due on loan payoffs to lender after closing.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited into one or more non interest bearing escrow accounts at a financial institution selected by Escrow Agent. Funds deposited in the financial institution are insured only to the limit provided by the Federal Deposit Insurance Corporation (FDIC). Escrow Holder shall not be held responsible for loss of any amount over the FDIC insured limit due to bank failure or for lost interest due to wire delays caused by any bank or the Federal Reserve System and recommends that all parties make themselves aware of banking regulations with regards to placement of wires. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means that date on which instruments referred to herein are signed and notarized unless otherwise indicated herein.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

No notice, demand or change of instructions shall be of any effect in this escrow unless given in writing by all parties affected thereby. If conflicting demands are made in connection with this escrow, Escrow Holder shall have the absolute right to either withhold and stop all proceedings, or file suit in the interpleader and obtain an order from the court requiring the parties to interplead their several claims and rights amongst themselves.

The principals hereto expressly agree that Escrow Holder has the absolute right, at it's election, to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and Escrow Holder is authorized to deposit with the clerk of the court, all documents, instruments and funds held in escrow. In the event such action is filed, the principals jointly and severally agree to pay Escrow Holder's cancellation charges and costs, expenses and reasonable attorney's fees it is required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon filing of such action, Escrow Holder is thereupon fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent shall hereupon become cancelled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party by mail to the address shown below.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become cancelled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any money deposited hereunder by said other party, after deducting any charges: (b) second, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (c) third, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "cancelled" and retained in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: We have been specifically informed that Land Title (hereinafter designated as "Land Title") is not licensed to practice law and no legal advice has been offered by Land Title or any of its employees. We have been further informed that Land Title is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized and that it has not done so. We have not been referred by Land Title to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our/my own choosing at my own expense, if we have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a part, if prepared by Land Title, have been prepared under the direction of my attorney or myself and particularly declare that copying legal description from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to herein.



SCANNED
NOV 14 2022

DISCLOSURE OF TAXPAYER IDENTIFICATION NUMBERS

Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification numbers in tax returns to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and that Land Title is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. Land Title is not rendering an opinion concerning the effect of this law on this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize Land Title, to release any party's taxpayer identification number to any requesting party to this transaction. The requesting party shall deliver a written request to escrow. The parties hereto waive all rights of confidentiality regarding their respective taxpayer identification numbers and agree to hold Land Title harmless against any fees, costs, or judgments incurred and/or awarded in connection with the release of tax payer identification numbers.

*Penalties* for failure to comply will most likely be assessed against the individual taxpayers for failure to provide the information.

Any amendments of and/or supplement to any instructions must be in writing. These instructions are the only instructions to the Escrow Agent and supersede any other instructions however they may be denominated. The Seller and the Buyer agrees to buy the property herein described upon the terms hereof.

**THIS TRANSACTION IS A MEMBERSHIP INTEREST PURCHASE AGREEMENT WHICH INCLUDES ALLTHE REAL PROPERTY WITHIN LEWIS COUNTY THAT DEER CREEK, LLC NOW OWNS.**

**SELLERS INTIALS** **BUYERS INITIALS** **BUYERS INITIALS**

BUYER: **Rogers Property Management, LLC, an Idaho Limited Liability Company**

By:_____
Richard C. Rogers, Managing Member

By:_____
Ryan R. Rogers, Managing Member

MAILING ADDRESS: 2203 16th Avenue, Lewiston Idaho 83501

SELLER(S):

I/We by our signature(s) below, approve of the foregoing instructions, agree to be bound thereof, and have agreed to sell and will deliver to you papers, instructions and/or funds required from me/us within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay an encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I/We agree to pay your usual sellers escrow fees, drawing of documents and such other charges which are advanced for my/our account regardless of the consummation of escrow. I/We also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me. At the close of this transaction, you are authorized to pay all fees and/or charges per sellers) closing statement which has been examined and approved by the undersigned seller(s).

At the close of this escrow, seller's proceeds are to be delivered as follows:

See Proceeds letter attached

SELLER(S): **Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

By:_____

Its:_____

MAILING ADDRESS: 501 E. Baybrook Court, Boise Idaho 83706



SCANNED
NOV 14 2022

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Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification numbers in tax returns to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and that Land Title is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. Land Title is not rendering an opinion concerning the effect of this law on this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

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✓ _____
**SELLERS INTIALS**

_____
**BUYERS INITIALS**

_____
**BUYERS INITIALS**

BUYER: **Rogers Property Management, LLC, an Idaho Limited Liability Company**

By:_____
Richard C. Rogers, Managing Member

By:_____
Ryan R. Rogers, Managing Member

MAILING ADDRESS: 2203 16th Avenue, Lewiston Idaho 83501

SELLER(S):

I/We by our signature(s) below, approve of the foregoing instructions, agree to be bound thereof, and have agreed to sell and will deliver to you papers, instructions and/or funds required from me/us within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay an encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I/We agree to pay your usual sellers escrow fees, drawing of documents and such other charges which are advanced for my/our account regardless of the consummation of escrow. I/We also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me. At the close of this transaction, you are authorized to pay all fees and/or charges per sellers) closing statement which has been examined and approved by the undersigned seller(s).

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See Proceeds letter attached

SELLER(S): **Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

✓ By:_____
Its: Vice President

MAILING ADDRESS: 501 E. Baybrook Court, Boise Idaho 83706



SCANNED
NOV 14 2022

The foregoing instructions are hereby acknowledged and received by Land Title of Nez Perce County.

By: _____
Escrow Officer



SCANNED
NOV 14 2022

Land Title
Of Nez Perce County

Land Title of Nez Perce County, Inc.
P.O. Box 1536
1230 Idaho Street
ID, 83501
1-208-746-3513

**File Number:**
29769

## TAX INFORMATION DISCLOSURE

## DEER CREEK, LLC TRANSACTION

**Date:** **April 17, 2019**

**GF #:** **29769**

**Seller:** **Alscott Real Estate, LLC, an Idaho Limited Liability Company**

**Purchaser/Borrower:** **Rogers Property Management, LLC, an Idaho Limited Liability Company**

**Property:**

**SEE EXHIBIT "A" HERETO ATTACHED**

Based upon information furnished by local taxing authorities, the taxes on the above described property have been paid through the year 2018 and

_____ A special exemption for agricultural and/or timber has been filed against this property, thereby reducing said property tax and **IS SUBJECT TO ROLLBACK.**

_____ There is a shortage in the acreage or square footage in the rolls as compared with the legal description herein conveyed, and could be **SUPPLEMENTED** for previous years.

_____ The tract(s) of land hereby conveyed is/are out of a larger tract of land which has not been split out for the present year, and correct and accurate figures cannot be obtained for tax prorations. Purchaser and Seller agree to prorate based on **ESTIMATES ONLY**.

_____ Purchaser and Seller agree **NOT TO PRORATE TAXES FOR THE CURRENT YEAR,** thereby, purchaser/seller **BEING RESPONSIBLE FOR THE FULL YEAR.**

_____ An exemption exists on this property, and will be adjusted in the following tax year, thereby increasing said base tax.

_____ No tax figures were acquired as to any inventory, personal property or mobile home situated on said property. **Land Title of Nez Perce County, Inc.** is not guaranteeing any payment of any such tax.

__XX__ Any proration of taxes made in connection with this transaction is based on tax information from the prior year and does not reflect the tax status of the property for the current year.

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NOV 14 2022

_____ We are closing this file based on verbal tax information provided by the appropriate taxing authorities. The taxing authority is not bound by verbal information and, accordingly, **Land Title of Nez Perce County, Inc.** cannot guarantee the amounts reported as accurate. **Land Title of Nez Perce County, Inc.** can guarantee the tax amounts reported by the taxing authorities only when **Land Title of Nez Perce County, Inc.** has in its possession a written tax certificate issued by appropriate taxing authority. The amount of taxes due may increase or decrease when we receive written tax certificates.

It is understood and agreed that **Land Title of Nez Perce County, Inc.** as closing agent, has informed both the Purchaser and Seller of the above facts, and Purchaser and Seller agree to hold **Land Title of Nez Perce County, Inc.** harmless from any taxes due because of tax supplement; agriculture/timber rollbacks due to change in land usage; tax exemptions; differences due to split-out for the current year or subsequent years; any taxes due on personal property, inventory or mobile homes situated on said property; and mistakes made to closing based on verbal tax information. It is expressly agreed and understood that if, for any of the above checked reasons, the proper amount of taxes are not collected at closing or the proper amount of taxes are not prorated, **Land Title of Nez Perce County, Inc.** retains the right to issue its policy of title insurance subject to any taxes due.

**THE UNDERSIGNED HAVE BEEN INFORMED BY LAND TITLE OF NEZ PERCE COUNTY, INC. THAT IT IS THE UNDERSIGNED'S SOLE RESPONSIBILITY TO NOTIFY THE APPROPRIATE TAXING JURISDICTIONS THAT THE ABOVE PROPERTY HAS BEEN TRANSFERRED AND THAT IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO PAY ALL TAXES FOR THE YEAR 2019 AND FILE ALL NECESSARY TAX EXEMPTIONS.**

By signature herein, the undersigned state that they understand this Disclosure and have received a copy of the same at closing.

We hereby acknowledge and accept the above agreement.

**PURCHASER**

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

**By:** _____
**Richard C. Rogers, Managing Member**

**By:** _____
**Ryan R. Rogers, Managing Member**

**SELLER**

**Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

**By:** _____

**Its:** _____

SCANNED
NOV 14 2022

_____ We are closing this file based on verbal tax information provided by the appropriate taxing authorities. The taxing authority is not bound by verbal information and, accordingly, **Land Title of Nez Perce County, Inc.** cannot guarantee the amounts reported as accurate. **Land Title of Nez Perce County, Inc.** can guarantee the tax amounts reported by the taxing authorities only when **Land Title of Nez Perce County, Inc.** has in its possession a written tax certificate issued by appropriate taxing authority. The amount of taxes due may increase or decrease when we receive written tax certificates.

It is understood and agreed that **Land Title of Nez Perce County, Inc.** as closing agent, has informed both the Purchaser and Seller of the above facts, and Purchaser and Seller agree to hold **Land Title of Nez Perce County, Inc.** harmless from any taxes due because of tax supplement; agriculture/timber rollbacks due to change in land usage; tax exemptions; differences due to split-out for the current year or subsequent years; any taxes due on personal property, inventory or mobile homes situated on said property; and mistakes made to closing based on verbal tax information. It is expressly agreed and understood that if, for any of the above checked reasons, the proper amount of taxes are not collected at closing or the proper amount of taxes are not prorated, **Land Title of Nez Perce County, Inc.** retains the right to issue its policy of title insurance subject to any taxes due.

**THE UNDERSIGNED HAVE BEEN INFORMED BY LAND TITLE OF NEZ PERCE COUNTY, INC. THAT IT IS THE UNDERSIGNED'S SOLE RESPONSIBILITY TO NOTIFY THE APPROPRIATE TAXING JURISDICTIONS THAT THE ABOVE PROPERTY HAS BEEN TRANSFERRED AND THAT IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO PAY ALL TAXES FOR THE YEAR 2019 AND FILE ALL NECESSARY TAX EXEMPTIONS.**

By signature herein, the undersigned state that they understand this Disclosure and have received a copy of the same at closing.

We hereby acknowledge and accept the above agreement.

**PURCHASER**

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

**By:**_____
**Richard C. Rogers, Managing Member**

**By:**_____
**Ryan R. Rogers, Managing Member**

**SELLER**

**Alscott Real Estate, LLC, an Idaho Limited Liability Company**
**By: Alscott, Inc.**

**By:** _____

**Its:** Vice President

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NOV 14 2022

Exhibit "A"

SITUATE IN LEWIS COUNTY STATE OF IDAHO, TO WIT:
Twp 31 North Range 3 West, BM:
Section 27: Lot 1 and the West 445 feet of Lot 3, described in following 3 parcels:

Parcel 1 (per Inst. No. 138869 of Lewis County Records:
Township 31 North, Range 3 West, B.M.
Section 27: Lot 1, EXCEPT beginning at the center North 1/16 corner of section 27(also shown as the NW corner of Lot 3), thence N. 89°48'17" W., 535.60 feet; thence S. 0°06'24" W. 500 feet more or less to the mean high water line of the Salmon River; thence Easterly along said high water line 535.60 feet more or less to a point 500.00 feet S. 0°06'24" W. of the Point of Beginning; thence N. 0°06'24"E., 500 feet to the Point of Beginning;

Except per Inst. No. 140421:

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

Parcel 2: (per Inst. No. 140421 of Lewis County Records:

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

Parcel 3: (per Inst. No. 133096 of Lewis County Records):

Township 31 North, Range 3, West B.M.

Section 27: W½E½W½ of Lot 3, Except the East 50 feet thereof;
W½W½ of Lot 3;

Section 27: That part of Lot 1, described as follows:

Beginning at the Northwest Corner of Lot 3, which is the Northeast Corner of the parcel being described;
Thence 100 feet westerly parallel to the North boundary of said Lot 1,
thence southerly parallel to the East boundary of Lot 1 to an intersection with the South boundary of said Lot 1;
thence easterly along the South boundary of Lot 1 to the Southeast Corner of said Lot 1;
thence northerly on the East boundary of Lot 1 to the Point of Beginning.

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NOV 14 2022

**Property Address:**
Real Property located in Lewis County
, ID

Land Title
Of Nez Perce County
P.O. Box 1536
1230 Idaho Street
Lewiston, ID 83501
1-208-746-3513

**File Number:**
29769

**ALTA SAMPLE PRIVACY FORM**
**Revised August 28, 2001**
**and/or Land Title of Nez Perce County, Inc.**
**Privacy Policy Notice**

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of and **Land Title of Nez Perce County, Inc.**.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.
Information about your transactions we secure from our files, or from (our affiliates or) others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Rogers Property Management, LLC, an Idaho Limited Liability Company**

By:_____
Richard C. Rogers, Managing Member

By:_____
Ryan R. Rogers, Managing Member

SCANNED
NOV 14 2022

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The ALTA sample privacy form includes a full list of the requisite disclosures. The sample form does not envision sharing of information outside the corporate title insurance underwriter and affiliate or agent structure. If you are considering sharing nonpublic customer information and do not qualify for an exception within the Federal Trade Commission and/or state rules, please obtain legal advice on what should be included in your form.

| First American Title™ | ALTA Commitment for Title Insurance |
|---|---|
| | ISSUED BY<br>**First American Title Insurance Company** |
| **Schedule A** | |

*Transaction Identification Data for reference only:*
**Issuing Agent: Lewis County Title, Nezperce, ID.**
**Order No.: 15058**
**ALTA ® Universal ID: 1041894**
**Property Address: 251 MI N 16 Salmon River**
**Loan Number: N/A**

**SCHEDULE A**

1. Commitment Date: **March 27, 2019 9:00 A.M.**

2. Policy to be issued:

   ALTA® **Standard Coverage** Owner's Policy of Title Insurance (6-17-06)

   **Proposed Insured: Deer Creek, LLC**

   **Proposed Policy Amount: $2,500,000.00** **Total Premium Amount: $6,055.00**

3. The estate or interest in the Land described or referred to in this Commitment is **a FEE SIMPLE.**

4. Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:

   **Deer Creek, LLC**

READ AND APPROVED

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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4. The Land is described as follows:

**SITUATE IN LEWIS COUNTY STATE OF IDAHO, TO WIT:**
**Twp 31 North Range 3 West, BM:**
**Section 27: Lot 1 and the West 445 feet of Lot 3, described in following 3 parcels:**

**Parcel 1 (per Inst. No. 138869 of Lewis County Records:**
Township 31 North, Range 3 West, B.M.
Section 27: Lot 1, EXCEPT beginning at the center North 1/16 corner of section 27(also shown as the NW corner of Lot 3), thence N. 89°48'17" W., 535.60 feet; thence S. 0°06'24" W. 500 feet more or less to the mean high water line of the Salmon River; thence Easterly along said high water line 535.60 feet more or less to a point 500.00 feet S. 0°06'24" W. of the Point of Beginning; thence N. 0°06'24"E., 500 feet to the Point of Beginning;

Except per Inst. No. 140421:

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

**Parcel 2: (per Inst. No. 140421 of Lewis County Records:**

That part of the Government Lot 1, Section 27, Township 31 North, Range 3 West of the Boise, Meridian, described as follows:

That part of Lot 1, Section 27, Township 31 North, Range 3 West, of the Boise Meridian, described as follows: Beginning at the Northeast corner of said Lot 1; thence South 2°34'48" East, along the East line of said Lot 1, a distance of 1312.76 feet to the northwest corner of Lot 3 of said Section 27; thence South 87°08'41" West 100.00 feet; thence South 2°34'48" East 500 feet more or less to the line of ordinary high water of the Salmon River; thence Westerly, along the line of ordinary high water, 814 feet more or less to the centerline of Deer Creek; thence Northeasterly along said centerline 2185 feet more or less to the North line of said Lot 1; thence North 87°08'41" East, along said north line, 150 more or less to the Point of Beginning. (14.8 acres more or less) Subject to and together with the right of use of the existing access road.

Continued..



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Parcel 3: (per Inst. No. 133096 of Lewis County Records):

Township 31 North, Range 3, West B.M.

Section 27: W½E½W½ of Lot 3, Except the East 50 feet thereof;
W½W½ of Lot 3;

Section 27: That part of Lot 1, described as follows:

Beginning at the Northwest Corner of Lot 3, which is the Northeast Corner of the parcel being described;
Thence 100 feet westerly parallel to the North boundary of said Lot 1,
thence southerly parallel to the East boundary of Lot 1 to an intersection with the South boundary of said Lot 1;
thence easterly along the South boundary of Lot 1 to the Southeast Corner of said Lot 1;
thence northerly on the East boundary of Lot 1 to the Point of Beginning.

*FIRST AMERICAN TITLE INSURANCE COMPANY*
By:

Authorized Signatory



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| First American Title™ | ALTA Commitment for Title Insurance |
|---|---|
| | ISSUED BY<br>First American Title Insurance Company |
| **Schedule B Part I** | **Requirements** |

**Order No.:15058**

**SCHEDULE B, PART I**

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Company requires copies of the LLC Agreements.**



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| First American Title™ | ALTA Commitment for Title Insurance |
|---|---|
| | ISSUED BY<br>**First American Title Insurance Company** |
| **Schedule B Part II** | **Exceptions** |

**Order No.: 15058**

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a),(b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation. Public Records as defined in this Policy do not include records of an Indian tribe or nation, or any other repository of Indian Land Records including, but not limited to the Bureau of Indian Affairs Land Title and Records Office.
9. RESTRICTIONS ON PLAT OR SURVEY
   All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision as recorded in the official Lewis County records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604 (c).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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10. All Rights of Way for public utilities and public roads which now exist over and across the herein described property.

11. Taxes for 2018, Parcel No. RP31N03W271250 in the original amount of $429.40 are **PAID.**

Taxes for 2018, Parcel No. RP31N03W272401 in the original amount of $15.60 are **PAID.**

Taxes for 2018, Parcel No. RP31N03W272855 in the original amount of $8,726.04 are **PAID.**

12. Taxes for 2019 which are a lien.

13. LACK OF A RIGHT OF ACCESS to and from said land.

14. All unrecorded RIGHTS OF WAY for public utilities and public or private roads as the same now exist over and across the herein described property including Eagle Creek Road.

15. The title to a portion of this land may have been lost due to changes in the mean high water line of the Salmon River. This policy is subject to any claim or loss arising from the mean high water line not being coincidental with the Original Government Survey.

16. Rights of the State of Idaho in and to portions of the land, if any, lying in the bed or former bed of the stream which is the boundary for the property.

17. Any adverse claim based on the assertion that the location of the stream forming the boundary has changed or moved.

18. Matters shown on Record of survey:
Recorded: March 12, 2007 as Inst. No. 134577 of the Official Lewis County Records.

19. Matters shown on Record of survey:
Recorded: January 18, 1984 as Inst. No. 93465 of the Official Lewis County Records.

20. Matters shown on Record of survey, including "Landing Field":
Recorded: August 24, 2012 as Inst. No. 140691 of the Official Lewis County Records.

21. Covenants, conditions, reservations and restrictions (deleting therefrom any restrictions based on race, color or creed) as set forth in the document as follows:
Recorded: November 15, 1983 as Inst. No. 93162 of the Official Lewis County Records.
Parties: Richard Lee Howell *etal* to William J. Pendola, Sr., *etal.*

22. Covenants, conditions, reservations and restrictions (deleting therefrom any restrictions based on race, color or creed) as set forth in the document as follows:
Recorded: July 28, 1995 as Inst. No. 117620 of the Official Lewis County Records.
Parties: USA Bonneville Power Admin to State of Idaho

**CONTINUED...**



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**Order No.: 15058**

23. Easements referred to in a Warranty Deed
Grantor: William H. Bond and George C. Walter
Grantee: David A. Spencer, no representation is made as to current ownership
Recorded: July 26, 1979 as Inst. No. 87235 of the official Lewis County Records, as amended and corrected by Inst. No. 87309 recorded August 13, 1979, reference is made to recorded document for full particulars.

24. Easements referred to and granted in a Warranty Deed
Grantor: Madeline Walter and Nelson R. Howard
Grantee: William H. Bond, no representation is made as to current ownership
Recorded: September 17, 1979 as Inst. No.87429 of the official Lewis County Records, reference is made to recorded document for full particulars.

25. Easements referred to and granted in a Warranty Deed
Grantor: Madeline Walter and Nelson R. Howard
Grantee: Bonnie Bond, no representation is made as to current ownership
Recorded: October 2, 1979 as Inst. No.87505 of the official Lewis County Records, reference is made to recorded document for full particulars.

26. Easements referred to and granted in a Warranty Deed
Grantor: Madeline Walter and Robert Nelson. Howard estate
Grantee: William J. Pendola *et al*, no representation is made as to current ownership
Recorded: November 15, 1983 as Inst. No.93162 of the official Lewis County Records, reference is made to recorded document for full particulars.

27. Easement reserved in a deed:
Grantor: Madeline Walter and Richard Howell
Grantee: Robert Gregg and Paul Gage, (no representation is made as to current ownership)
Recorded: June 25, 1985 as Inst. No. 95454 of the Official Lewis County Records.

28. An EASEMENT for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Brock Hill et. al, no representation is made as to the present ownership.
Purpose: Right of Way
Recorded: August 4, 1997 as Inst. No. 120010 of the Official Lewis County Records.
Affects: A portion of said land, reference is made to said document for full particulars.

29. An EASEMENT for the purpose shown below and rights incidental thereto as set forth in a document:
Grantor: David A. Spencer
Grantee: Bonnie Bond and Estate of William H. Bond no representation is made as to current ownership
Recorded: August 11, 1997 as Inst. No.120031 of the official Lewis County Records, reference is made to recorded document for full particulars.

30. ANY RIGHT, TITLE OR INTEREST OF SPOUSE OF VESTED OWNER.
Joe Scott presumptively subject to the community interest of (his/her) spouse.

## END OF SCHEDULE B



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NOV 14 2022

Order No.: 15058

As a convenience the following notes and information are provided, however no liability whatsoever is assumed for the same:

Note: According to the available County Assessor's Office records, the purported address of said land is: 251 MI N 16 Salmon River

Note: The Minimum Cancellation fee for this order is $ 220.00.

Thank You:

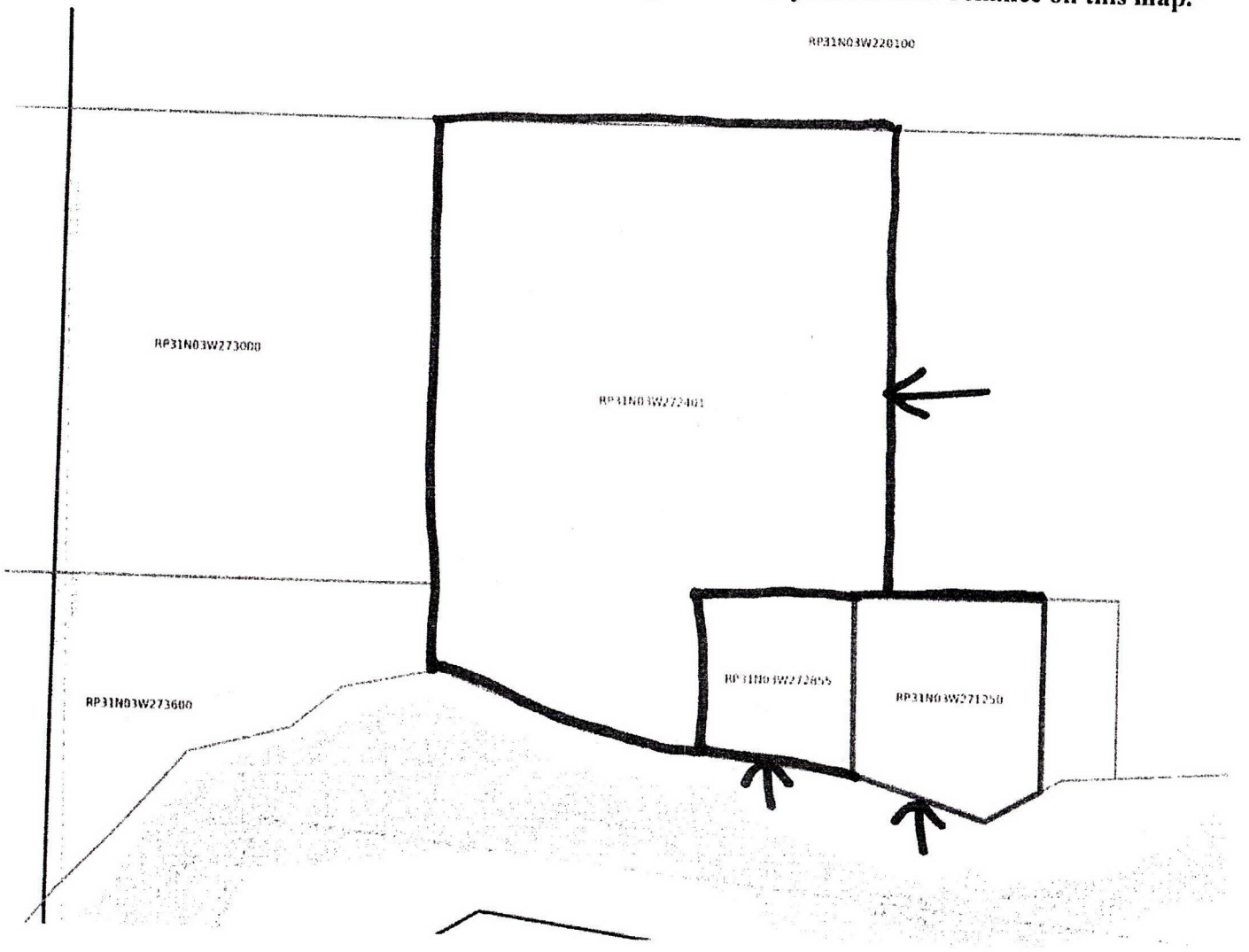
Lewis County Title
Est. 1911

Daniel M. Johnson, Title Officer □ 603 Fourth Ave./PO Box 36 - Nezperce, ID 83543
Tel (208) 937-2621 □ Fax (208) 621-2727
E-Mail: Service@LewisCountyTitle.us □ www.LewisCountyTitle.us

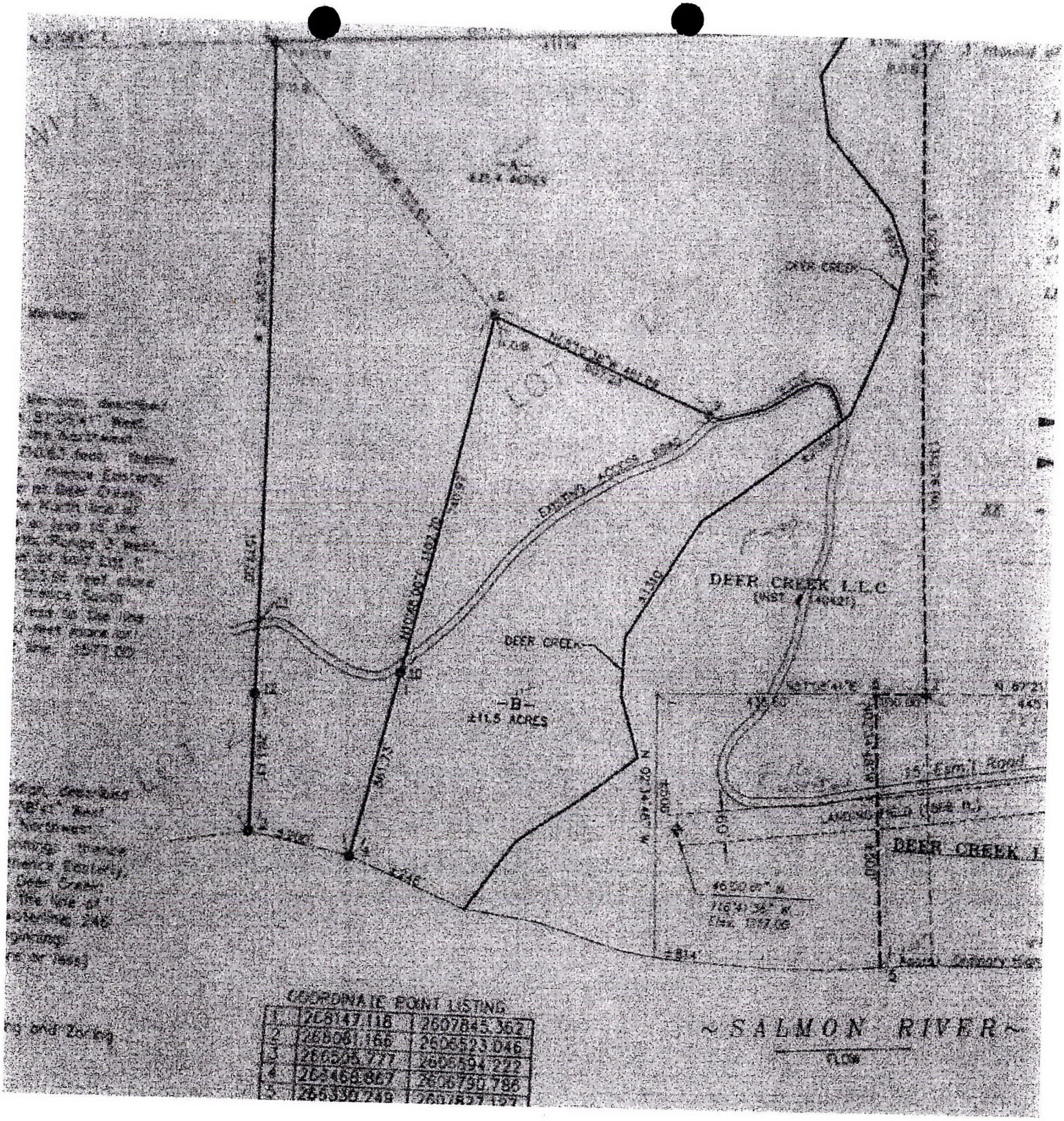
First American's website provides information where premiums may be calculated, and other title related charges are listed.
First American's website address is: http://www.firstam.com/

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NOV 14 2022

**Map of Property:** **"This sketch is made solely for the purpose of assisting in locating the premises. The Company assumes no liability for alleged loss or damage which may result from reliance on this map."**



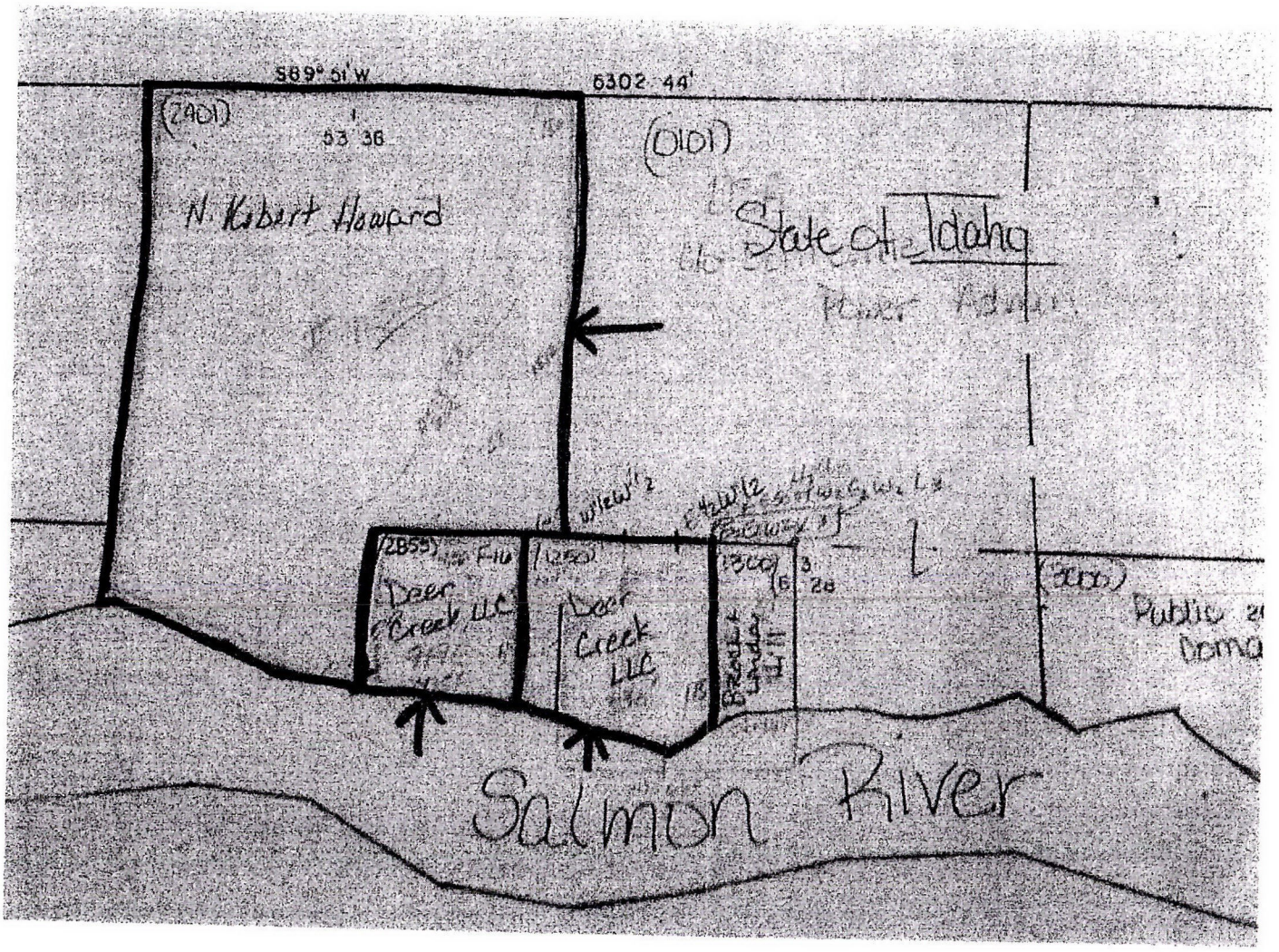

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NOV 14 2022




COORDINATE POINT LISTING

| | | |
|---|---|---|
| 1 | 2658147.118 | 2607845.362 |
| 2 | 2658081.166 | 2606523.046 |
| 3 | 2660035.777 | 2606594.222 |
| 4 | 2663468.867 | 2606790.786 |
| 5 | 2663530.748 | 2607837.197 |

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NOV 14 2022




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NOV 14 2022

**Instrument # 149725**
NEZPERCE, LEWIS, IDAHO
07-07-2021 10:06:27 AM No. of Pages: 1
Recorded for: TITLEONE BOISE
ALESIA WINNER Fee: $10.00
Ex-Officio Recorder Deputy: AD

# APPOINTMENT OF SUCCESSOR TRUSTEE

**Secured Land Transfers LLC, a Delaware limited liability company dba TitleOne** whose address is **5660 E Franklin Rd., Ste 101, Nampa ID 83687**, is hereby appointed Successor Trustee under that certain Deed of Trust executed by **Rogers Property Management, LLC, an Idaho limited liability company,** as Grantor(s), for the benefit and security of **Alscott Real Estate , LLC, an Idaho limited liability company,** as Beneficiary, recorded **April 17, 2019,** as Instrument No. **147275**, Official Records of Lewis County, Idaho.

The original Trustee has ceased to act as Trustee, and the present Beneficiary under said Deed of Trust desires to appoint a new Trustee in the place and stead of the original Trustee. Said Successor Trustee is to have all the powers of the original Trustee, effective forthwith, in accordance with 45-1504, Idaho Code.

In witness whereof we have hereunto set our hands on July 1st, 2021.

Brian Naeve

By: Brian Naeve

President

Its:

State of Idaho )
) ss.
County of Ada )

On this 1st day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Naeve, known or identified to me to be a President of the limited liability company of Alscott Real Estate , LLC, an Idaho limited liability company, and the person who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Layni Culley

Notary
Residing In Ada County
Expires: 3/15/2024

LAYNI CULLEY
NOTARY
PUBLIC
Comm. No. 20180478
STATE OF IDAHO

SCANNED
NOV 14 2022

THIS FORM FURNISHED COURTESY OF:

TITLEONE

**Instrument # 149726**
NEZPERCE, LEWIS, IDAHO
07-07-2021 10:06:27 AM No. of Pages: 1
Recorded for: TITLEONE BOISE
ALESIA WINNER Fee: $15.00
Ex-Officio Recorder Deputy: AD

SPACE ABOVE THIS LINE FOR RECORDING DATA

# DEED OF RECONVEYANCE

TITLEONE, as Trustee in the deed of trust executed by **Rogers Property Management, LLC, an Idaho Limited Liability Company,** recorded **4/17/2019,** as Instrument No. **147275,** mortgage records of **Lewis,** County, Idaho, pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the PARTIES ENTITLED THERETO, without warranty, all the estate and interest derived to it by or through said Deed of Trust.

The corporate name subscribed by its authorized signatory, is pursuant to a resolution authorizing the execution of this reconveyance duly adopted by its Board of Directors.

Dated: July 6, 2021

TITLEONE

Sheri Coleman
Assistant Secretary

State of Idaho )
) ss.
County of Canyon )

On this **6th** day of **July, 2021** before me, the undersigned, a Notary Public in and for said State, personally appeared **Sheri Coleman,** known or identified to me to be the **Assistant Secretary** of TitleOne, the assumed business name of Secured Land Transfers LLC, a Delaware limited liability company, the limited liability company that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

Notary Public State of Idaho
Name: Karey Bull
Residing at: Nampa, Idaho
Comm. Exp: 8/26/2025

KAREY BULL
COMMISSION #20191844
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
NOV 14 2022

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

September 26, 2022

ROGERS PROPERTY MANAGEMENT LLC
2203 16TH AVE
LEWISTON ID 83501-3519

Re: Change in Ownership for Water Right No(s): 79-14083, 79-14220

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)287-4921.

Sincerely,

Sidney Palmer

Sidney Palmer
Technical Records Specialist 1

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NOV 14 2022