Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 14 2023
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-11447	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-14779	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: WINSTON, JAMES D & WINSTON, PENNY J
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): APOSTOLI, JOHN C & APOSTOLI, MARIA C → APOSTOLI TRUST
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

1496 MANN CREEK RD — Mailing address
WEISER — City
ID — State
83672 — Zip

208.550.8123 — Telephone
CARLA.APOSTOLI@GMAIL.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: 08-30-2021.

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 # 67-11447
   - ☐ 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: _____ HUSBAND — Title, if applicable — DEC 11, 2023 — Date
Signature of new owner/claimant
JOHN C. APOSTOLI
Print name

Signature: Maria Carla Apostoli — WIFE — 12/11/23
Signature of new owner/claimant — Title, if applicable — Date
MARIA C. APOSTOLI
Print name

For IDWR Office Use Only:

Receipted by KM Date 12.14.23 Receipt No. C117514 Receipt Amt. 50.00

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

Name on W-9 _____ Approved by DM Processed by DM Date 12-19-23

Instrument #[redacted]46944
STATE OF IDAHO, COUNTY OF WASHINGTON
2021-11-16 04:40:51 PM No. of Pages: 5
Recorded for: REECE M. HRIZUK, ATTORNEY AT L
DONNA ATWOOD Fee: $15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received, **MARIA CARLA APOSTOLI** and **JOHN APOSTOLI Jr.** and, wife and husband, Grantors, hereby transfer, convey, grant and warrant unto **MARIA CARLA APOSTOLI** and **JOHN CONNORS APOSTOLI JR.**, as Trustees of "**THE APOSTOLI TRUST**", a trust established under the laws of the State of California by an Agreement dated March 31, 2021, Grantee, all that certain real property more particularly described in **EXHIBIT "A"**, attached hereto and incorporated herein by reference (hereafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, with its appurtenances unto the Grantee, its assigns and successors-in-interest forever. And the Grantors covenant to and with the Grantee that Grantors are the owners in fee simple of the Property; that the Property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record; and, that they will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 11th day of November, 2021.

MARIA CARLA APOSTOLI

JOHN APOSTOLI Jr.

Until a change is requested, send all tax statements to the following
THE APOSTOLI TRUST
1496 Mann Creed Road
Weiser, ID 83672

After recording, return to

Reece M. Hrizuk
Attorney at Law
224 SW 3rd Street
Fruitland, ID 83619

NOT A LEGAL COPY

STATE OF IDAHO)
: ss.
County of Payette)

On this, the 11th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARIA CARLA APOSTOLI** and **JOHN APOSTOLI Jr.**, wife and husband, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

JESSICA KOOMEN
COMMISSION NUMBER 20200568
NOTARY PUBLIC
STATE OF IDAHO
Commission Expires 02/12/2026

Jessica Koomen
Notary Public for said State
Residing at: Fruitland, ID
Commission expires: 02/12/26

NOT A LEGAL COPY

EXHIBIT "A"

Land in Washington County, Idaho, as follows:

Parcel 1:

All that part of the NW1/4 NW1/4 (Government Lot 1) of Section 19, Township 12 North, Range 4 West of the Boise Meridian; lying Westerly of the Mann Creek Ditch, EXCEPTING THEREFROM the West 2 rods of said Lot 1, and FURTHER EXCEPTING all that portion lying South of the following described line:

Beginning at the Northwest corner of Lot 1 of Section 19, T.12N., R.4W., B.M.;

Thence S 0° 19'11" E, a distance of 493.65 feet along the West line of said Lot 1, to the True Point of Beginning of said line;

Thence N 89° 40'49" E, at 90° 00'00" to the West line of said Lot 1, a distance of 532.89 feet to a point on the Westerly right-of-way line of the Mann Creek Ditch, the Point of Termination of said line.

AND ALSO EXCEPTING a parcel of land situated within Government Lot 1 of Section 19, Township 12 North, Range 4 West, Boise Meridian, more particularly described as follows:

Beginning at the Northwest corner of Government Lot 1 of said Section 19;

Thence N 89° 50'11" E, a distance of 33.00 feet along the North line of said Government Lot 1 to the TRUE POINT OF BEGINNING;

Thence continuing N 89° 50'11" E, a distance of 362.46 feet along the North line of said Government Lot 1 to a point on the Westerly side of the Mann Creek Ditch;

Thence S 38° 52'58" E, a distance of 20.67 feet along the Westerly side of said Mann Creek Ditch;

Thence S 2° 13'02", a distance of 113.12 feet;

Thence N 88° 29'01" W, a distance of 63.86 feet;

NOT A LEGAL COPY

Thence S 0° 19'17" E, parallel to the West line of said Government Lot 1, a distance of 6.40 feet;

Thence S 89° 50'11" W, parallel to the North line of said Government Lot 1, a distance of 306.50 feet to a point 33.00 feet East of the West line of said Government Lot 1;

Thence N 0° 19'17" W, parallel to the West line of said Government Lot 1, a distance of 133.67 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

TOGETHER WITH a 22 foot wide ingress-egress and utility easement along the Easterly side of the following described parcel of land, the Easterly boundary of said easement being the Easterly boundary of the following described parcel of land:

A parcel of land situated within Government Lot 1 of Section 19, Township 12 North, Range 4 West, Boise Meridian, more particularly described as follows: Beginning at the Northwest corner of Government Lot 1 of said Section 19;

Thence N 89° 50'11" E, a distance of 33.00 feet along the North line of said Government Lot 1 to the TRUE POINT OF BEGINNING;

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NOT A LEGAL COPY

Thence N 0° 19'17" W, parallel to the West line of said Government Lot 1, a distance of 133.67 feet to the TRUE POINT OF BEGINNING.

SUBJECT to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

Together with all water and water rights, ditches and ditch rights, minerals and mineral leases, tenements and hereditaments, appurtenances and fixtures, easements, rights, privileges, permits and licenses thereunto belonging, in anywise appertaining or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

NOT A LEGAL COPY

Instrument # 246112
STATE OF IDAHO, COUNTY OF WASHINGTON
2021-08-30 03:29:45 PM No. of Pages: 4
Recorded for: TITLEONE BOISE
DONNA ATWOOD Fee: $15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

TitleOne
a title & escrow co.

Order Number: 21413011

Warranty Deed

For value received,

Richard Scott and Lani Scott, husband and wife

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

Maria Carla Apostoli and John Apostoli Jr, wife and husband

whose current address is 1496 Mann Creek Rd Weiser, ID 83672

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

Dated: August 27, 2021

Richard Scott

Lani Scott

State of Idaho, County of Washington, ss.

On this 30 day of August in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Scott and Lani Scott, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Weiser
My Commission Expires: 5-27-2023
(seal)

KATHY MCDONALD
COMMISSION #20638
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Parcel 1:

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

Maria Carla Apostoli and John Apostoli Jr, wife and husband

whose current address is 1496 Mann Creek Rd Weiser, ID 83672

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

NOT A LEGAL COPY

Dated: August 27, 2021

Richard Scott

Lani Scott

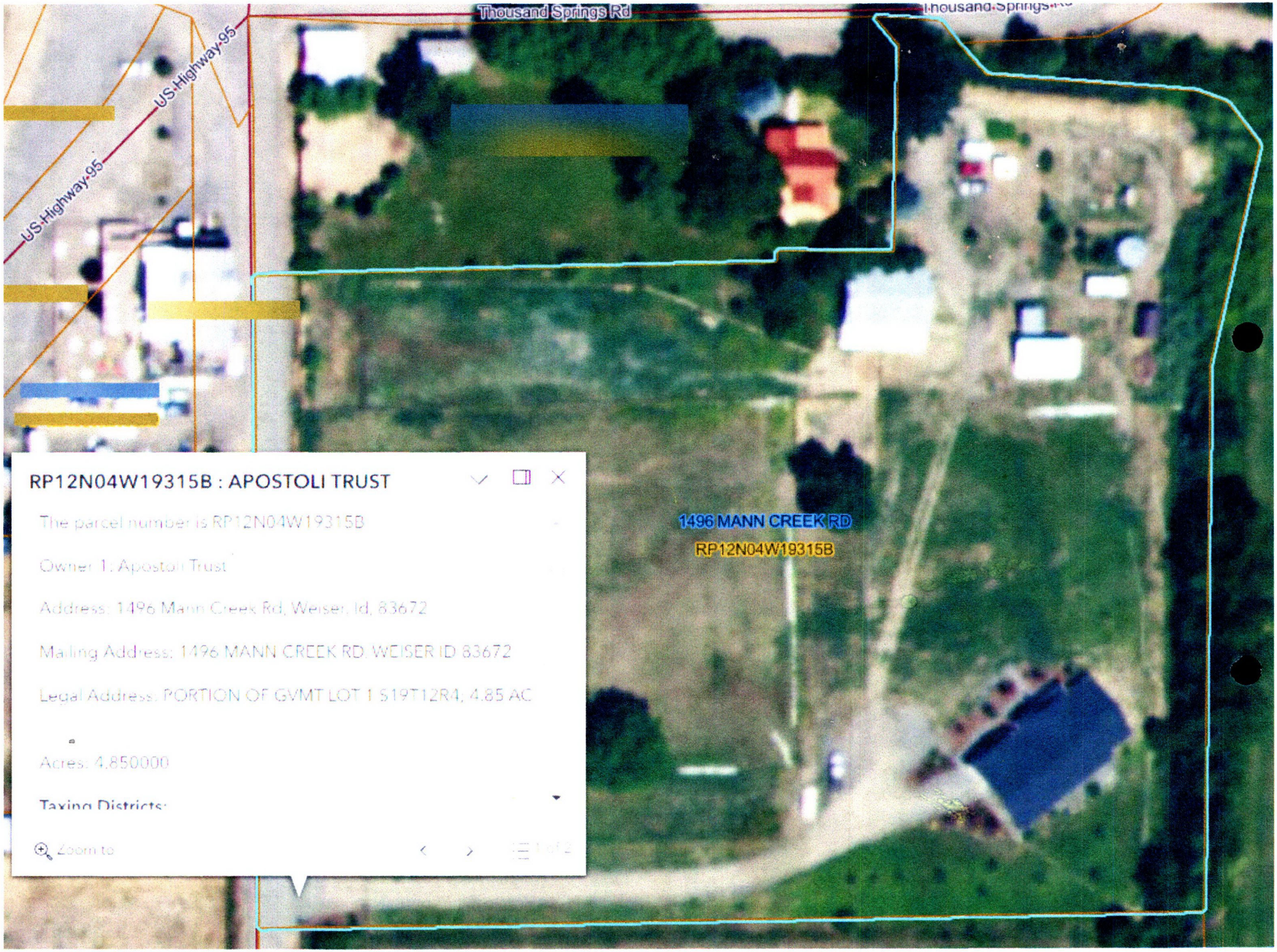
State of Idaho, County of Washington, ss.

On this 30 day of August in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Scott and Lani Scott, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Weiser
My Commission Expires: 5-27-2023
(seal)

KATHY MCDONALD
COMMISSION #20638
NOTARY PUBLIC
STATE OF IDAHO

NOT A LEGAL COPY


Thousand Springs Rd
US-Highway-95
US-Highway-95
1496 MANN CREEK RD
RP12N04W19315B
RP12N04W19315B : APOSTOLI TRUST
The parcel number is RP12N04W19315B
Owner 1: Apostoli Trust
Address: 1496 Mann Creek Rd, Weiser, Id, 83672
Mailing Address: 1496 MANN CREEK RD WEISER ID 83672
Legal Address: PORTION OF GVMT LOT 1 S19T12R4, 4.85 AC
Acres: 4.850000
Taxing Districts:
Zoom to

Water Right Report : 67-11447(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WINSTON, JAMES D	1262 SYRACUSE LN	MANTECA	CA	95336
Current Owner	WINSTON, PENNY J	1262 SYRACUSE LN	MANTECA	CA	95336
Original Owner	CLARK, SYBIL M	1498 THOUSAND SPRINGS RD	WEISER	ID	83672
Original Owner	CLARK III, HARVEY D	1498 THOUSAND SPRINGS RD	WEISER	ID	83672

Water Right Status

Priority Date : 6/1/1874
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	12N	04W	19	1	NW	NW	NW	WASHINGTON	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.04 CFS	
TOTAL			0.04 CFS	

Places of Use

Place of Use Legal Description : DOMESTIC (WASHINGTON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
12N	04W	19	1		NW	NW	

Conditions

Code	Condtions
C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
	STOCKWATER, 15 RANGE CATTLE PARCEL NO. RP003702A

Dates

Licensed Date :
Decreed Date : 12/22/2000

Other Information

State or Federal : S
Water District Number : EXC

Permit Proof Due Date :
Permit Proof Made [redacted]
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Generic Max Rate Per Acre : 0
Generic Max Volum[redacted] Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES 10/9/2023

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Water Right Report : 67-14779(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WINSTON, JAMES D	1262 SYRACUSE LN	MANTECA	CA	95336
Current Owner	WINSTON, PENNY J	1262 SYRACUSE LN	MANTECA	CA	95336
Original Owner	ADAMS, EARL			ID	
Original Owner	CLARK, SYBIL M	1498 THOUSAND SPRINGS RD	WEISER	ID	83672
Original Owner	CLARK III, HARVEY D	1498 THOUSAND SPRINGS RD	WEISER	ID	83672

Water Right Status

Priority Date : 6/1/1874
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
MANN CREEK		WEISER RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
MANN CREEK	12N	05W	11	0	SE	SE	NE	WASHINGTON	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.07 CFS	
TOTAL			0.07 CFS	

Places of Use

Place of Use Legal Description : IRRIGATION (WASHINGTON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
12N	04W	19	1		NW	NW	3.5

Irrigation Totals

Total Acres Acre Limit

3.50

Conditions

Code	Condtions
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code. This right is a split from former right 67-519 .
169	This right is a Primary Right, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), and, as such, irrespective of priority, is senior to all other rights that have not been identified as a Primary Right on Mann Creek.

167 This right shall r[redacted]ve 100% of its decreed amount until the natural flow of th[redacted]aters of Mann Creek shall decrease so tha[redacted]ights cannot receive 100%, at which time this right and [redacted] various decreed rights, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), shall be cut to 70% of the said amounts, beginning with the latest right and proceeding to the earliest right in the order of priority.

Dates

Licensed Date :
Decreed Date : 10/20/2008
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : 67
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED MAR 17 2023 DEPARTMENT OF WATER RESOURCES
RECEIVED MAR 13 2023 WATER RESOURCES WESTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-14779	Yes ☒	Yes ☐		Yes ☐	Yes ☐
67-11447	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-14779 +	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-15481	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: _____
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ross Preston Graham + Ariel Renee Graham
New owner(s) as listed on the conveyance document Name connector ☑ and ☐ or

1498 Thousand Springs Rd. | Weiser | ID | 83672
Mailing address | City | State | Zip

208-741-1540 | MannCreekCollective@Proton.me
Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☑ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 1/22/2022.

6. Do you own the land identified as the water right place of use? Yes ☑ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☑ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☑ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☑ Filing fee (see instructions for further explanation):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.

   SUPPORT DATA IN FILE # 67-11447

   - ☐ 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: Ariel Graham | _____ | 3/13/23
Signature of new owner/claimant | Title, if applicable | Date

Ariel Graham
Print name

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

_____
Print name

For IDWR Office Use Only: C 117410

Receipted by DM Date 3-13-23 (11-27-23) Receipt No. W0510666 Receipt Amt. $50.00 (75.00)

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

Name on W-9 _____ Approved by _____ Processed by Jmh Date 11-28-23

RECEIVED
NOV 27 2023
DEPARTMENT OF
WATER RESOURCES

Instrument # 247577
STATE OF IDAHO, COUNTY OF WASHINGTON
2022-01-21 02:25:09 PM No. of Pages: 3
Recorded for: TITLEONE BOISE
DONNA ATWOOD Fee: $15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

NOT A LEGAL COPY

TitleOne
a title & escrow co.

Order Number: 21436859

Warranty Deed

For value received,

Richard Scott and Lani Scott, husband and wife

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

Ross Preston Graham and Ariel Renee Graham, husband and wife, as joint tenants

whose current address is 510 E Logan St Caldwell, ID 83605

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

Dated: January 19, 2022

Richard Scott

Lani Scott

State of Hawaii, County of Hawaii, ss.

On this 19th day of January in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Scott and Lani Scott, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Terry Guerrero
Notary Public
Residing In: Hawaii
My Commission Expires: 8/5/2022
(seal)

TERRY GUERRERO NOTARY PUBLIC Comm. No. 18-441 STATE OF HAWAII

Doc Date: 1/19/2022 # Pages: 3
Notary Name: Terry Guerrero Third Circuit
Doc. Description: Warranty Deed (Stamp or Seal)

Terry Guerrero 1/19/2022
Notary Signature Date

TERRY GUERRERO NOTARY PUBLIC Comm. No. 18-441 STATE OF HAWAII

NOT A LEGAL COPY

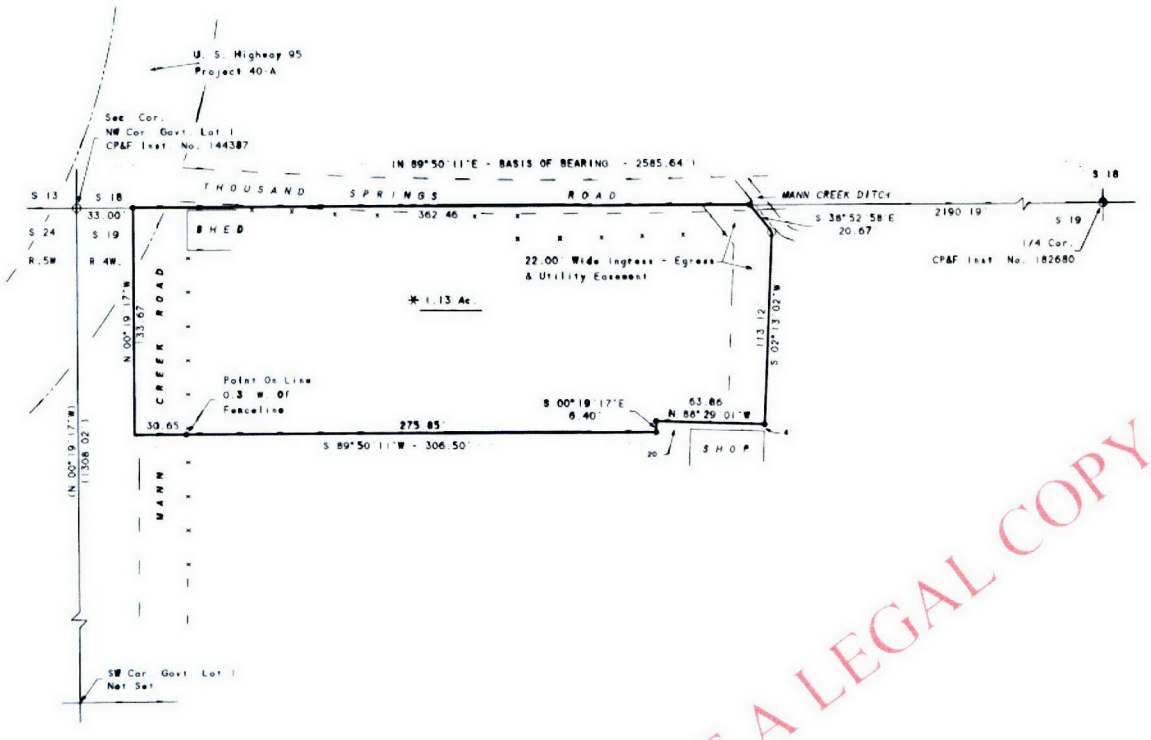
EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A parcel of land situated within Government Lot 1 of Section 19, Township 12 North, Range 4 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Government Lot 1 of said Section 19;
thence North 89°50'11 East, a distance of 33.00 feet along the North line of said Government Lot 1 to the True Point of Beginning;
thence continuing North 89°50'11" East, a distance of 362.46 feet along the North line of said Government Lot 1 to a point on the Westerly side of the Mann Creek Ditch;
thence South 38°52'58" East, a distance of 20.67 feet along the Westerly side of said Mann Creek Ditch;
thence South 2°13'02" West, a distance of 113.12 feet;
thence North 88°29'01" West, a distance of 63.86 feet;
thence South 0°19'17" East, parallel to the West line of said Government Lot 1, a distance of 6.40 feet;
thence South 89°50'11" West, parallel to the North line of said Government Lot 1, a distance of 306.50 feet to a point 33.00 feet East of the West line of said Government Lot 1;
thence North 0°19'17" West, parallel to the West line of said Government Lot 1, a distance of 133.67 feet to the True Point of Beginning.

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2271073.167
1467088.7



LEGEND

- ⊕ FOUND 5/8 INCH REBAR W/ALUMINUM CAP MARKED PE/LS 2478
- ○ FOUND 5/8 INCH REBAR W/PLASTIC CAP MARKED MULLINIX 2478
- ● SET 1/2 INCH REBAR W/PLASTIC CAP MARKED MULLINIX 2478
- ( ) PREVIOUSLY RECORDED - MULLINIX ENGR., INC.
- x x x x EXISTING FENCE
- * AREA INCLUDES RIGHTS-OF-WAY OF U.S. HIGHWAY 95, PROJECT 40-A, MANN CREEK ROAD, AND THOUSAND SPRINGS ROAD. AREA EXCLUDING RIGHTS-OF-WAY IS APPROXIMATELY 1.00 ACRES

NOTE: RIGHTS-OF-WAY OF U. S. HIGHWAY 95, PROJECT 40-A, MANN CREEK ROAD, AND THOUSAND SPRINGS ROAD ARE BY PRESCRIPTIVE USAGE. THE RIGHTS-OF-WAY ARE NOT SHOWN ON DEED INST. NO. 156576.

N

0 50 100
SCALE IN FEET

NOT A LEGAL COPY

SURVEY FOR

LEONARD MESSERSMITH

WITHIN

GOVERNMENT LOT 1 OF SECTION 19, T.12N., R.4W., B.M.

WASHINGTON COUNTY, IDAHO

CERTIFICATE OF ENGINEER/SURVEYOR

I, S. ROLAND MULLINIX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN JULY OF 2004

S. Roland Mullinix
2473
STATE OF IDAHO
S. ROLAND MULLINIX
19 2004

REFERENCES

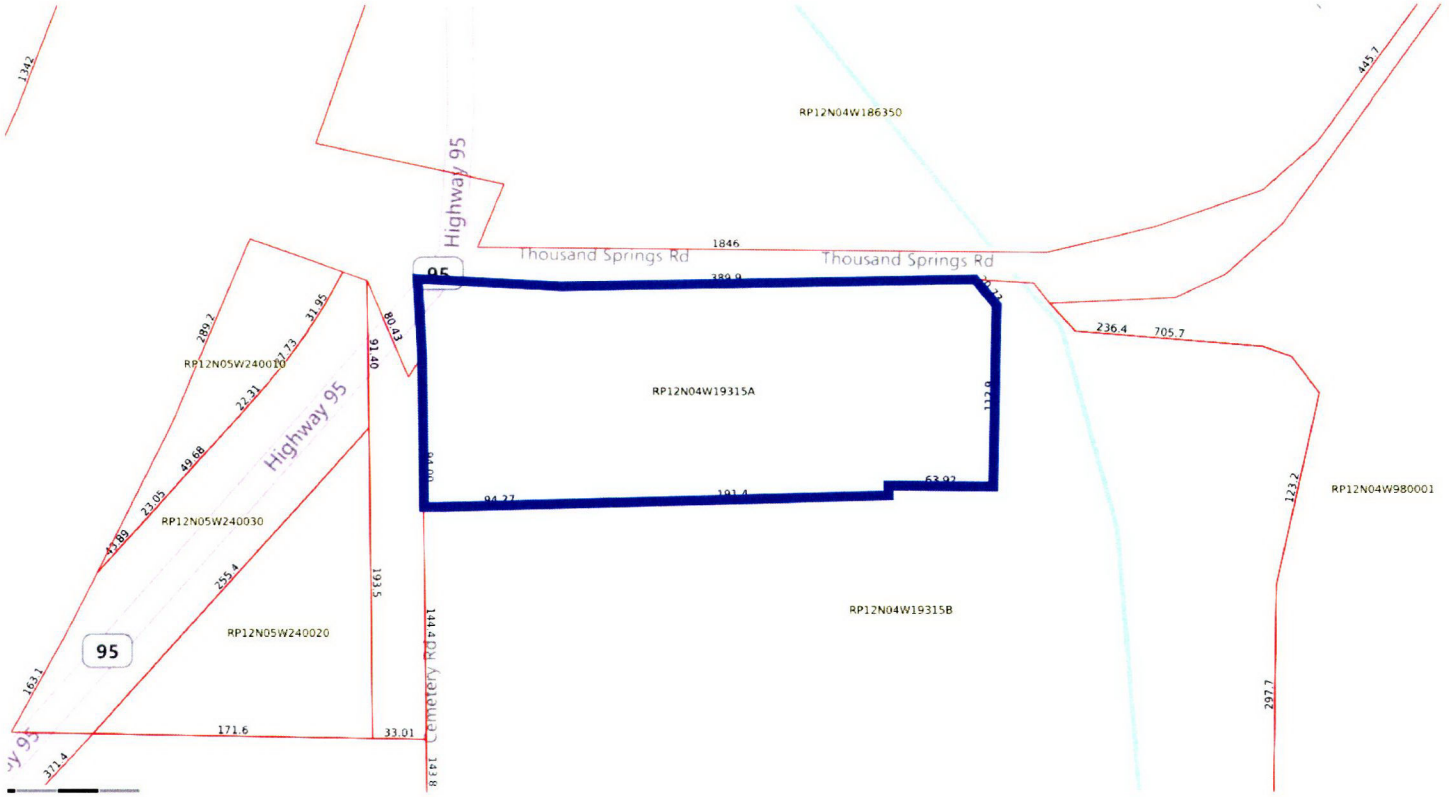
1. PLAT OF PINES SUBDIVISON
2. RECORD OF SURVEY - MULLINIX ENGR., INC. - INST. NO. 181224
3. RECORD OF SURVEY - MULLINIX ENGR., INC. - INST. NO. 183695
4. DEED INST. NO. 156576

INDEX NO. 1244-19-4-4-00-00

MULLINIX ENGINEERING, INC.
WEISER, IDAHO 83672
JULY 19, 2004

Instrument # 194942
WEISER, WASHINGTON, IDAHO
2004-08-14 03:30:00 No. of Pages: 1
Recorded for: S. ROLAND MULLINIX
SHARON WIDNER 5.00
Ex-Officio Recorder Deputy Lisa McKnight

194942 Pg 809



This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

File Number: 21436859

TITLE RESOURCES

COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne
ALTA® Universal ID: 1065022
Commitment Number: 21436859

SCHEDULE A

1. **Commitment Date: November 24, 2021 at 07:30 AM**

2. **Policy or Policies to be issued:**

X	**ALTA Owners Policy (6/17/06)**	***Standard Coverage***	**Policy Amount:**	$356,300.00
	Proposed Insured:		**Premium:**	$1,467.00
	Ross Preston Graham			
	Endorsements: None Requested		**Charge:**	$0.00
X	**ALTA Loan Policy (6/17/06)**	***Extended Coverage***	**Policy Amount:**	$349,846.00
	Proposed Insured:		**Premium:**	$510.00
	CMG Mortgage, Inc. dba CMG Financial, its successors and/or assigns, as their interest may appear			
	Endorsements: 22-06 - Location $0.00		**Charge:**	$50.00
	8.1-06 - Environmental Liens $15.00			
	9-06 - Restrictions $35.00			

3. **The estate or interest in the land described or referred to in this Commitment is:**
Fee Simple

4. **Title to the estate or interest in the Land is at the Commitment Date vested in:**
Richard Scott and Lani Scott, husband and wife

5. **The Land described as follows:**
See Attached Schedule C

Title Resources Guaranty Company
TitleOne

By:

Jayme Boland

Jayme Boland, Authorized Signatory

Title Resources Guaranty Company

By:
President/CEO

Michael Haydon
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and 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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AMERICAN LAND TITLE ASSOCIATION

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. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.

6. Disclosure of the spouse of Ross Preston Graham, if any. The Company may make additional requirements and exceptions upon disclosure of same.

7. NOTE: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.

8. NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the Trustee is: TitleOne

9. NOTE: The Company has conducted a judgment and lien search of the public records, as of the effective date shown on Schedule A, against the vested owner and/or the proposed insured owner/borrower. The Company has found no such items other than those shown on Schedule B, if any.

10. NOTE: According to the available records, the purported address of the land referenced herein is:

1498 Thousand Springs Rd, Weiser, ID 83672

11. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:
Document: Warranty Deed
Grantor: Richard G. Baer and Sara B. Baer, husband and wife
Grantee: Richard A. Scott and Lani A. Scott, husband and wife
Recorded: May 2, 2006
Instrument No.: 201183, records of Washington County, Idaho.

Document: Quitclaim Deed
Grantor: Richard Scott and Lani Scott, who acquired title as Richard A. Scott and Lani A. Scott, husband and wife
Grantee: Richard Scott and Lani Scott, husband and wife
Recorded: November 30, 2018
Instrument No.: 237274, records of Washington County, Idaho.

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AMERICAN LAND TITLE ASSOCIATION

12. NOTE: Additional Underlying Documents.

To view the MAP(s) click here.

To view the VESTING DEED(s) click here.

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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. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. 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.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. Taxes, including any assessments collected therewith, for the year 2021 which are due and payable, but not delinquent.
Parcel Number: RP12N04W19315A
Original Amount: $1,436.62
Without Homeowner's Exemption

NOTE: To view said Taxes click here.

9. The land described herein is located within the boundaries of Mann Creek Irrigation District and is subject to any assessments levied thereby.

10. Minerals of whatsoever kind, subsurface and surface substances, including by not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

11. Right-of-way for Thousand Springs Road.

12. Right-of-way for Mann Creek Road.

13. Right-of-way for Mann Creek Ditch and the rights of access thereto for maintenance of said ditch.

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AMERICAN LAND TITLE ASSOCIATION

OCTOBER 2021 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

IDAHO REALTORS®

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

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

EQUAL HOUSING OPPORTUNITY

ID# graham DATE November 19, 2021

LISTING AGENCY Two Rivers Real Estate Company, LLC Office Phone # 208-861-3721 Fax #

Listing Agent Stefanie Lancaster E-Mail lancaster.brand@gmail.com Phone # 208-741-4010

SELLING AGENCY Homes of Idaho- Nampa Office Phone # (208) 442-8600 Fax # (208) 377-8999

Selling Agent Nikki Owens E-Mail nikkimowens@gmail.com Phone # (208) 576-4717

1. BUYER: Ross Preston Graham

(Hereinafter called "**BUYER**") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS** 1498 Thousand Springs

City Weiser County Washington ID, Zip 83672 legally described as: Exhibit A

OR Legal Description Attached as exhibit _____ **(Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)**

2. $356300 **PURCHASE PRICE:** Three Hundred Fifty-six Thousand Three Hundred Dollars And Zero Cents payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ **Yes** ☒ **No**

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A). $1,500 **EARNEST MONEY:** *********

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
☐ Cash	☐ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☐ Personal Check	☒ Closing Company	☒ Within 5 business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 5	☐ See Section 5	☐ See Section 5
☒ Wire/Electronic Transfer			
☐ Note			
☐ See Section 5			

THE RESPONSIBLE BROKER SHALL BE: Colby Lampman

(B). ALL CASH OFFER: ☒ **NO** ☐ **YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

(C). Cash proceeds from another sale: ☐ **Yes** ☒ **No** (No if left blank)

(D). $356,300.00 **NEW LOAN PROCEEDS**: If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of $_____ not including mortgage insurance, through ☒ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed 5% for a period of 30 year(s) at: ☒ Fixed Rate ☐ Other _____

In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of $_____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____% for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

LOAN APPLICATION: BUYER ☒ has applied **OR** ☐ shall apply for such loan(s). Within 0 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with **a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than PURCHASE PRICE** or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.*

BUYER'S Initials (TB)(_____) Date 1/19/2021 **SELLER'S** Initials (RS)(LS) Date 11/21/2021 8:04 PM HAST

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Serial#: 087010-700163-7375821

Prepared by: Nikki Owens | Homes of Idaho- Nampa | nikkimowens@gmail.com | 2085764717

Form Simplicity

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable

(E). $_____ ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(F). $356,300.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING *(Not including closing costs)*: Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: **cash, electronic transfer funds, certified check or cashier's check.**

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 3 business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than 5 business days (five [5] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. This contingency deadline shall not apply to the following contingency(ies): _____

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in section 6(A) below is of nominal value less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Refrigerator, Dishwasher

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: _____

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Form Simplicity

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

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

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

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

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

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

(B). TITLE COMPANY: The parties agree that Title One **Title Company located at** Payette Idaho **shall provide the title policy and preliminary report of commitment.**

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

12. INSPECTION: (A). BUYER chooses [X] to conduct inspections [ ] not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 12(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than 2 business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.**

[ ] This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

(B) TIMEFRAME(S) FOR INSPECTIONS

1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 5 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

BUYER'S Initials ( )( ) Date 11/19/2021 **SELLER'S** Initials (RS)(LS) Date 11/21/2021 8:05 PM HAST

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2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 12(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 12(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the *Costs Paid By* section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

☒ Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within 10 business days (ten [10] if left blank) from acceptance.

☒ Septic Inspection and required Pumping which shall be completed and notice provided within 10 business days (ten [10] if left blank) from acceptance.

☐ Survey which shall be completed and notice provided within ____ business days (ten [10] if left blank) from acceptance.

☐ Other Inspection #1: _____ which shall be completed and notice provided within ____ business days (ten [10] if left blank) from acceptance.

☐ Other Inspection #2: _____ which shall be completed and notice provided within ____ business days (ten [10] if left blank) from acceptance.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 12(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required, if additional time was reserved in 12(B)(2) there may be multiple notices.

1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 12(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

2). If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on any unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items/conditions, **it shall end BUYER'S timeframe for that particular inspection and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, **said response is irrevocable without consent of BUYER** and BUYER may proceed under 12(C)(4) below.

4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) **the BUYER has the option of 1)** negotiating with SELLER to obtain a modification of SELLER'S response **2)** proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or **3)** giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 12(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 12(B)(2).

(D). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

13. LEAD PAINT DISCLOSURE: The subject PROPERTY ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils **regardless of the source of the lead.** If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYERS right to have the PROPERTY tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

BUYER'S Initials (RS)(_____) Date 11/19/2021 **SELLER'S** Initials RS)(LS) Date 11/21/2021 8:06 PM HAST

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Form Simplicity

14. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/ or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

15. SQUARE FOOTAGE AND BOUNDARY VERIFICATION: BUYER is aware that any reference to the square footage, the boundaries and/or property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.

16. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

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

18. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are $**0.00** per _____.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association SET UP FEE of $_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association PROPERTY TRANSFER FEES of $_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association STATEMENT OF ACCOUNT FEE of $_____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

19. COSTS PAID BY: The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 12.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	☒	☐	☐	☐	Title Ins. Standard Coverage Owner's Policy	☐	☒	☐	☐
Appraisal Re-Inspection Fee	☒	☐	☐	☐	Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy	☒	☐	☐	☐
Closing Escrow Fee	☐	☐	☒	☐	Additional Title Coverage	☒	☐	☐	☐
Lender Document/Processing Fee	☒	☐	☐	☐	Domestic Well Water Potability Test Shall be ordered by: ☐ BUYER ☒ SELLER	☐	☒	☐	☐
Tax Service Fee	☒	☐	☐	☐	Domestic Well Water Productivity Test Shall be ordered by: ☐ BUYER ☒ SELLER	☐	☒	☐	☐
Flood Certification/Tracking Fee	☐	☐	☐	☒	Septic Inspections Shall be ordered by: ☐ BUYER ☒ SELLER	☐	☒	☐	☐
Lender Required Inspections	☐	☐	☐	☒	Septic Pumping Shall be ordered by: ☐ BUYER ☒ SELLER	☐	☒	☐	☐
Attorney Contract Preparation or Review Fee	☐	☐	☐	☒	Survey Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☐
	☐	☐	☐	☐	Water Rights/Shares Transfer Fee	☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐

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

SELLER agrees to pay up to $_____ ($0 if left blank) of lender required repair costs only.
BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

BUYER'S Initials (RS)(_____) Date 11/19/2021 **SELLER'S** Initials (RS)(LS) Date 11/21/2021 8:07 PM HAST

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

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

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

23. WALK THROUGHS: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within 3 business days (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within 3 business days (three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for phone, cable and internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their associates of any liability as to incomplete repairs and/or any changed conditions.

24. SINGULAR AND PLURAL terms each include the other, when appropriate.

25. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

26. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding $2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

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

28. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

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

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

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

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

BUYER'S Initials ( )( ) Date 11/19/2021 **SELLER'S** Initials RS)(LS) Date 11/21/2021 8:07 PM HAST

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33. DEFAULT: **If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults,** having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

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

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

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

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

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

Section 1:

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

Section 2:

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

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

39. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) **December 20, 2021**. The parties agree that the **CLOSING COMPANY** for this transaction shall be **Title One** located at **Payette Idaho**. If a long-term escrow / collection is involved, then the long-term escrow holder shall be _____.

BUYER'S Initials (_____)(_____) Date 11/19/2021 **SELLER'S** Initials (RS)(LS) Date 11/21/2021 8:07 PM HAST

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PROPERTY ADDRESS: 1498 Thousand Springs, Weiser, ID 83672 ID#: graham

40. CONDITION OF PROPERTY UPON CLOSING: Upon closing BUYER agrees BUYER is purchasing the PROPERTY in as-is-condition with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing and BUYER will assume all obligations with respect to the PROPERTY.

41. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ A.M. ☐ P.M.

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

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

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

45. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

47. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) November 20, 2021 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

BUYER'S Initials (_____)(_____) Date 11/19/2021 SELLER'S Initials (RS)(LS) Date 11/21/2021 8:08 PM HAST

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Serial#: 087010-700163-7375821
Prepared by: Nikki Owens | Homes of Idaho- Nampa | nikkimowens@gmail.com | 2085764717
Form Simplicity

PROPERTY ADDRESS: 1498 Thousand Springs, Weiser, ID 83672 ID#: graham

48. BUYER'S SIGNATURES:

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

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

BUYER Signature _____ **BUYER (Print Name)** Ross Preston Graham

Date 11/19/2021 Time 7:42 PM MST ☐A.M. ◉P.M. Phone # _____ Cell # _____

Address _____ E-Mail Preston.Graham18@protonmail.com

City _____ State _____ Zip _____ Fax # _____

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

BUYER Signature _____ **BUYER (Print Name)** _____

Date _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

---

49. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ **SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER**
☑ **COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) #** 1
☐ **COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) #** _____

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

SELLER Signature Richard Scott **SELLER (Print Name)** Richard Scott

Date 11/21/2021 8:08 PM HAST Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature Lani Scott **SELLER (Print Name)** Lani Scott

Date 11/21/2021 8:10 PM HAST Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

LATE ACCEPTANCE

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

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Serial#: 087010-700163-7375821
Prepared by: Nikki Owens | Homes of Idaho- Nampa | nikkimowens@gmail.com | 2085764717
Form Simplicity

14. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded December 7, 1889 in Book 3 of Deeds, at Page 686, records of Washington County, Idaho.

NOTE: To view said document(s) click here.

15. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded September 14, 2004 as Instrument No. 194942, records of Washington County, Idaho.

NOTE: To view said document(s) click here.

16. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Warranty Deed.
Granted to: Maria Carla Apostoli and John Apostoli Jr., wife and husband
Purpose: Ingress-egress and utilities
Recorded: August 30, 2021
Instrument No.: 246112, records of Washington County, Idaho.

NOTE: To view said document(s) click here.

17. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: $164,500.00
Trustor/Grantor: Richard Scott and Lani Scott, husband and wife
Trustee: Pioneer Title Company
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Citywide Home Loans, LLC
Dated: November 26, 2018
Recorded: November 30, 2018
Instrument No.: 237275, records of Washington County, Idaho.

NOTE: To view said document(s) click here.

(End of Exceptions)

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE C

Legal Description:

A parcel of land situated within Government Lot 1 of Section 19, Township 12 North, Range 4 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Government Lot 1 of said Section 19;
thence North 89°50'11 East, a distance of 33.00 feet along the North line of said Government Lot 1 to the True Point of Beginning;
thence continuing North 89°50'11" East, a distance of 362.46 feet along the North line of said Government Lot 1 to a point on the Westerly side of the Mann Creek Ditch;
thence South 38°52'58" East, a distance of 20.67 feet along the Westerly side of said Mann Creek Ditch;
thence South 2°13'02" West, a distance of 113.12 feet;
thence North 88°29'01" West, a distance of 63.86 feet;
thence South 0°19'17" East, parallel to the West line of said Government Lot 1, a distance of 6.40 feet;
thence South 89°50'11" West, parallel to the North line of said Government Lot 1, a distance of 306.50 feet to a point 33.00 feet East of the West line of said Government Lot 1;
thence North 0°19'17" West, parallel to the West line of said Government Lot 1, a distance of 133.67 feet to the True Point of Beginning.

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AMERICAN LAND TITLE ASSOCIATION

Mansfield, Debra

From: Mansfield, Debra
Sent: Tuesday, December 19, 2023 10:34 AM
To: IdwrPayable
Subject: REFUND - DREAM GIRL FARMS LLC

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: December 19, 2023

RE: Refund: Notice Of Change In Water Right Ownership

The Apostoli Trust submitted a Notice Of Change In Water Right Ownership but did not provide an adequate deed to complete the request for one water right.

Please issue a refund of $25.00 to:

DREAM GIRL FARMS LLC
1496 MANN CREEK RD
WEISER ID 83672-5532

RECEIPT #

C117514

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

IDAHO DEPARTMENT
WATER RESOURCES

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

Governor Brad Little

Director Mathew Weaver

December 19, 2023

THE APOSTOLI TRUST
1496 MANN CREEK RD
WEISER ID 83672-5532

Dear Water Right Holder(s):

Re: Change in Ownership for Water Right No: **67-14779**

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.

Re: Change in Ownership for Water Right No: **67-11447**

Water right 67-11447 is a Domestic water right; the Place of Use is a single-family home located at 1498 Thousand Springs Rd, Weiser, ID 83672. The deeds you have provided specifically exclude this property and the Department cannot change ownership of this water right to you.

A total refund of **$25.00** has been requested and will be mailed to **Dream Girl Farms LLC** under separate cover from the Idaho State Controller's Office.

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

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

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

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES **12/19/2023**
Proof Report

Water Right 67-11447

Owner Type	Name and Address
Current Owner	ROSS PRESTON GRAHAM 1498 THOUSAND SPRINGS RD WEISER, ID 83672-5554 (208) 741-1540
Current Owner	ARIEL RENEE GRAHAM 1498 THOUSAND SPRINGS RD WEISER, ID 83672-5554 (208) 741-1540
Original Owner	SYBIL M CLARK 1498 THOUSAND SPRINGS RD WEISER, ID 83672 (208) 549-0479
Original Owner	HARVEY D CLARK III 1498 THOUSAND SPRINGS RD WEISER, ID 83672 (208) 549-0479
Previous Owner	PENNY J WINSTON 1262 SYRACUSE LN MANTECA, CA 95336 (209) 239-3145
Previous Owner	JAMES D WINSTON 1262 SYRACUSE LN MANTECA, CA 95336 (209) 239-3145

Priority Date: 6/1/1874
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

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

Source and Point(s) of Diversion:

GROUND WATER	L1(NWNWNW)	Sec. 19, Twp 12N, Rge 04W, WASHINGTON County

Place Of Use:
DOMESTIC within WASHINGTON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
12N	04W	19						X L1											

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4.		STOCKWATER, 15 RANGE CATTLE PARCEL NO. RP003702A

Dates and Other Information:
Decreed Date: 12/22/2000
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: EXC
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

Water Right 67-14779

Owner Type	Name and Address
Current Owner	THE APOSTOLI TRUST 1496 MANN CREEK RD WEISER, ID 83672-5532 (208) 550-8123
Original Owner	EARL ADAMS , ID
Original Owner	SYBIL M CLARK 1498 THOUSAND SPRINGS RD WEISER, ID 83672 (208) 549-0479
Original Owner	HARVEY D CLARK III 1498 THOUSAND SPRINGS RD WEISER, ID 83672 (208) 549-0479
Previous Owner	PENNY J WINSTON 1262 SYRACUSE LN MANTECA, CA 95336 (209) 239-3145
Previous Owner	JAMES D WINSTON 1262 SYRACUSE LN MANTECA, CA 95336 (209) 239-3145

Priority Date: 6/1/1874
Basis: Decreed
Status: Active

Source	Tributary
MANN CREEK	WEISER RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.060 CFS	
	Total Diversion		0.060 CFS	

Source and Point(s) of Diversion:

MANN CREEK	SESENE	Sec. 11, Twp 12N, Rge 05W, WASHINGTON County

Place Of Use:
IRRIGATION within WASHINGTON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
12N	04W	19						3.0 L1											3.0

POU Total Acres: 3.0

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.		This right is a split from former right 67-519 .
3.	169	This right is a Primary Right, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), and, as such, irrespective of priority, is senior to all other rights that have not been identified as a Primary Right on Mann Creek.
4.	167	This right shall receive 100% of its decreed amount until the natural flow of the waters of Mann Creek shall decrease so that all rights cannot receive 100%, at which time this right and other various decreed rights, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), shall be cut to 70% of the said amounts, beginning with the latest right and proceeding to the earliest right in the order of priority.

Dates and Other Information:
Decreed Date: 10/20/2008
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 67
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

Gmail

Carla Apostoli <carla.apostoli@gmail.com>

Notice of Change in Water Right Ownership

Evans, Lynne <Lynne.Evans@idwr.idaho.gov> Tue, Oct 31, 2023 at 9:50 AM
To: Carla <carla.apostoli@gmail.com>

Good morning Carla,

I'm sorry for the delayed response to your email. It looks like it didn't get flagged correctly in our inbox, so it slipped right past our receptionist.

To answer your questions:

1. It looks like you did complete the form correctly. Don't forget to date it alongside your signatures before you submit it.
2. Yes, $50 is the correct filing fee for this application.
3. We should be able to process your application with the documentation you submitted, even though there is a gap in ownership. The warranty deed offers some legal protections that other types of deeds may not, so a complete chain of title shouldn't be necessary.
4. We always update water right ownership to reflect the owner(s) as named on the most recent deed. Since you and your husband are named as the grantees on the deed you attached here, that's what we would record in our database. If you later deeded the same property to the Apostoli Trust, please include a copy of that deed with your application as well so we can update the water rights to match the most recent legal ownership. You'll also need to write in the Apostoli Trust as the "new owner" on the form.

Water rights in Basin 67 are currently being processed at the IDWR State Office, so when you're ready to submit your application, you can send it by mail or deliver it in person to our office on Front Street. Let me know if you have any additional questions, though, and I'll be happy to assist!

Have a great day,

Lynne Evans | Administrative Assistant I

IDWR - Western Region

2735 W Airport Way, Boise ID 83705

(208) 334-2190 | lynne.evans@idwr.idaho.gov

From: Carla <carla.apostoli@gmail.com>
Sent: Monday, October 16, 2023 1:15 PM
To: Western Info <westerninfo@idwr.idaho.gov>
Subject: Notice of Change in Water Right Ownership

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

Hello,

I would like to submit the attached Notice of Change in Water Right Ownership and required documents. I have the following questions prior to sending it:

1. Have I completed the form correctly?
2. Is the correct filing fee $50? 2 claim numbers (67-11447 & 67-14779)
3. The property sellers (in the warranty deed) and the previous owners of the water rights are different; the sellers did not file this change. Does this matter for this application?
4. My husband and I are trustees of the Apostoli Trust under which the property is deeded. Does this matter for water right ownership?

Thank you in advance.

--

Blessings,

M. Carla Apostoli

IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Mathew Weaver

November 28, 2023

ROSS PRESTON GRAHAM
ARIEL RENEE GRAHAM
1498 THOUSAND SPRINGS RD
WEISER ID 83672-5554

Re: Change in Water Right Ownership: 67-11447 & 67-14779 (Split into 67-14779 and ***67-15481***)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: JAMES D WINSTON
PENNY J WINSTON

Hersley, Jean

From: MannCreekCollective@proton.me
Sent: Tuesday, November 28, 2023 11:50 AM
To: Hersley, Jean
Subject: RE: change in Ownership for Water rights 67-14779 & 67-11447

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

Hi Jean,
I sent the requested information priority mail and it should have been delivered. I want to make sure you received it and everything is good to go.

Thank you
Ariel Graham

Sent from Proton Mail for iOS

On Tue, Nov 21, 2023 at 1:46 PM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

> You can send everything to: IDWR, PO Box 83720, Boise, ID, 83720-0098 attn: Jean
>
> *Jean Hersley*
>
> *Technical Records Specialist II*
>
> *Idaho Dept Water Resources*
>
> *(208) 287-4942*

From: MannCreekCollective@proton.me <MannCreekCollective@proton.me>
Sent: Tuesday, November 21, 2023 1:36 PM

To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Subject: RE: change in Ownership for Water rights 67-14779 & 67-11447

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

Oh okay that's great. I didn't know we were able to get that irrigation right sorted out. The apostoli trust is actually fraudulent and they copied water rights illegally. We are in court for that now. I don't know if that means anything to you guys yet. I'll send that information to you first thing in the mail tomorrow is that okay? Please confirm mailing address.

Thank you

Ariel Graham

Sent from Proton Mail for iOS

On Tue, Nov 21, 2023 at 1:32 PM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

> Water right 67-14779 is an irrigation water right for 3.3 acres. Only 1 acre is appurtenant to your property. The remaining 2.3 acres is appurtenant to property owned by Apostoli Trust.
>
> I need an additional $75 to complete the ownership change.
>
> *Jean Hersley*
>
> *Technical Records Specialist II*
>
> *Idaho Dept Water Resources*

(208) 287-4942

From: MannCreekCollective@proton.me <MannCreekCollective@proton.me>
Sent: Tuesday, November 21, 2023 1:26 PM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Subject: RE: change in Ownership for Water rights 67-14779 & 67-11447

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

Thank you for explaining. When you say the water right is split, what does that mean? Split between whom?

So you now need $100 total or $175?

Thank you

Ariel

Sent from Proton Mail for iOS

On Tue, Nov 21, 2023 at 1:21 PM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

I am sorry you are confused. Your application for permit and Notice of Change in Water Right Ownership were received at our Western Region Office. The State office processes applications in Basin 67 where your water rights are located and before your applications were forwarded to the state office, a refund was requested.

The filing fee for your Application for Permit was $100 and the Notice of Change in Water Right Ownership should have been $125 because water right 67-14779 needs to be split. I don't know why you were told the Department didn't need your deed because that is how we determine who owns the property and if a water right is appurtenant to said property.

If you would like the ownership of water right 67-11447 and a portion of 67-14779 updated to your names, the Department will need a copy of your conveyance document and an additional filing fee of $75. The filing fee for splitting a water right is $100. I hope this clears things up for you.

Jean Hersley

Technical Records Specialist II

Idaho Dept Water Resources

(208) 287-4942

From: MannCreekCollective@proton.me <MannCreekCollective@proton.me>
Sent: Tuesday, November 21, 2023 12:35 PM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Subject: RE: change in Ownership for Water rights 67-14779 & 67-11447

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

Hi Jean, I am so confused. We received our permit in the mail and assumed you guys didn't need it. Because we I first came to apply for the permit I brought our deed and paid $200. Then you guys said you didn't need the deed and mailed me a check back. Now you need it again? How much money do you need? And our deed?

Ariel Graham

Sent from Proton Mail for iOS

On Tue, Nov 21, 2023 at 11:33 AM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

> Just following up on this email. I have not received the conveyance document or additional filing fee. Please provide the requested information and fees within 7 days or your Notice of Change in Water Right Ownership will be returned unprocessed. Thank you.

Jean Hersley

Technical Records Specialist II

Idaho Dept Water Resources

(208) 287-4942

From: Hersley, Jean
Sent: Tuesday, July 11, 2023 1:01 PM
To: MannCreekCollective@proton.me
Subject: RE: change in Ownership for Water rights 67-14779 & 67-11447

Yes. That would be great! Thank you.



Jean Hersley

Technical Records Specialist II

Idaho Dept Water Resources

(208) 287-4942

From: MannCreekCollective@proton.me <MannCreekCollective@proton.me>
Sent: Tuesday, July 11, 2023 12:51 PM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Subject: Re: change in Ownership for Water rights 67-14779 & 67-11447

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize

and/or trust the sender. Contact your agency service desk with any concerns.

Hello, I know it's been a while since we have responded to this email. We have been very busy. Can I send Erin $100 with our deed to the address listed in this email?

Ariel Graham

208-741-1540

Sent from Proton Mail for iOS

On Fri, May 19, 2023 at 1:00 PM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

> Dear Interested Parties:
>
> The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).
>
> Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:
>
> - Filing Fee of $100 per water right for changes resulting from division of a water right. You requested to have water right 67-14779 split. That requires a filing fee of

$100. The Department will need an additional **$75**.

- Evidence of Water Right Ownership: A copy of the conveyance document- warranty deed, Title Policy, Contract of Sale, or other legal document that includes the legal description of the property or description of the water right if no land was conveyed.

Because the Department cannot process the Notice without proper documentation and fees, we will hold any action on your notice pending receipt of the necessary information and fees. If we do not receive the necessary information and fees within 30 days, we will return your notice and all attachments, and your notice will not be processed. Information and fees can be sent to IDWR, PO Box 83720, Boise, ID, 83720-0098.

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

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

Jean Hersley

Technical Records Specialist II

Idaho Dept Water Resources

(208) 287-4942