

RECEIVED

OCT 25 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-5034	Yes ☐	Yes ☒		Yes ☐	Yes ☐
63-2414	Yes ☐	Yes ☒		Yes ☐	Yes ☐
63-5047-B	Yes ☐	Yes ☒		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Trail Creek Meadows Ranch, an Idaho general partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): CHG Holdings LLC, a Wyoming limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 421 S 8th St Boise ID 83702
Mailing address City State Zip
- (208) 297-5959 igee@exceed.legal
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: 05/27/2022
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] MEMBER 10-12-22
Signature of new owner/claimant Title, if applicable Date
DEREK CROPER
Print name

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

Print name NOV 26 2022

Received by KU Date 10-25-22 For IDWR Office Use Only: Receipt No. C114434 Receipt Amt. \$ 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 CHG Holdings LLC Approved by _____ Processed by [Signature] Date 11-28-22



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:577449

FOR VALUE RECEIVED

Trail Creek Meadows Ranch, an Idaho general partnership

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

CHG Holdings LLC, a Wyoming limited liability company

whose current address is

**421 S. 8th Street
Boise, ID 83702**

the grantee(s), the following described premises, in Boise County, Idaho, TO WIT:

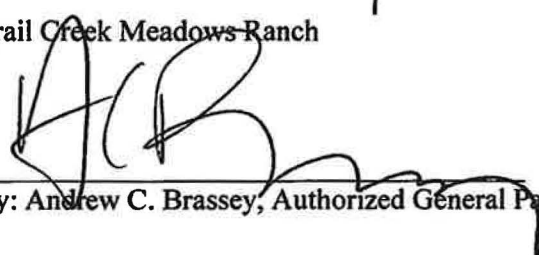
SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 25 MAY 2022

Trail Creek Meadows Ranch

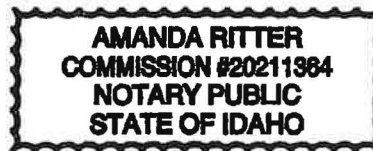

By: Andrew C. Brassey, Authorized General Partner

State of Idaho } ss.
County of ADA }

On this 25 day of May, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Andrew C. Brassey known or identified to me to be the Authorized General Partner that executed the foregoing instrument in said Partnership name.

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


Notary Public for the State of _____
Residing at: _____
Commission Expires: _____



Residing in: Idaho
Commission Expires: 03/22/2027

EXHIBIT "A"

577449

Township 7 North, Range 4 East, Boise Meridian, Boise County, Idaho

Section 26: South half of the Southwest Quarter

Section 27: South half of the South half

Section 28: South half of the Southeast Quarter

Section 33: All

Section 34: North half of the North half; Southwest Quarter of the Northwest Quarter

Section 35: A Tract of land in the Northwest Quarter of the Northwest Quarter, more particularly described as follows (aka Tax #18):

Commencing at the Section Corner Common to Sections

26, 27, 34 and 35 of said Township 7 North, Range 4 East, said point being the POINT OF BEGINNING;

thence South 89°45'00" East, a distance of 793.78 feet on the Section line common to said Section 26 and 35; thence leaving said Section Line,

South 49°30'00" West, a distance of 70.62 feet; thence

South 09°00'00" West, a distance of 541.20 feet; thence

South 39°00'00" West, a distance of 561.00 feet; thence

South 75°00'00" West, a distance of 193.05 feet; thence

South 42°00'00" West, a distance of 170.15 feet; thence

North 89°42'00" West, a distance of 8.30 feet to a point to the Section Line common to said Sections 34 and 35 of Township 7 North, Range 4 East;

Thence North 00°18'00" East, 1196.23 feet (formerly 1193.08 feet) to the POINT OF BEGINNING.

RECORDED

NOV 20 2022

State of Idaho
Department of Water Resources

Water Right

63-2414

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Legend

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



COANNED

NOV 28 2022



Date created: 10/10/2022



Close

Water Right Report : 63-2414(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	TRAIL CREEK MEADOWS RANCH	C/O ANDREW BRASSEY 12658 N HUMPHREYS WAY	BOISE	ID	83714-9307
Original Owner	RANFT, FRANK		PLACERVILLE	ID	

Water Right Status

Priority Date : 7/17/1928
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
TRAIL CREEK		GRANITE CREEK	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
TRAIL CREEK	07N	04E	28	0		SE	SE	BOISE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.20 CFS	
TOTAL			1.20 CFS	

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (BOISE county)

Township *	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	04E	27			SW	SW	20
07N	04E	27			SE	SW	15
07N	04E	27			SW	SE	25

Irrigation Totals

Total Acres Acre Limit
60.00

Conditions

Code Conditions

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.

E62 This right when combined with Right No. 63-5047B shall provide no more than .02 cfs per acre.

Water Supply Bank

Lease Type: Contract
Lease ID: 906
Lease Status: Active
Lease Start Date: 1/1/2019
Lease End Date: 12/31/2023

Beneficial Use	Div Rate Leased	Div Volume Leased	Acres Limit Leased	Total Acres Leased
Irrigation	1.20	210.00	60.00	60.00

Dates

Licensed Date :
Decreed Date : 2/6/2009
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date :
Protest Deadline Date :

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Combined Acre Limit :
Combined Volume Limit :
Combined Rate Limit: 0.02
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

CANNED
JUL 28 2022

Water Right

IRRIGATION

[illegible]

Date created: 10/10/2022



Legend

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



NDV 2.8 622



State of Idaho
Department of Water Resources

Water Right

63-5034

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 10/10/2022



Legend

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





Close

Water Right Report : 63-5034(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	TRAIL CREEK MEADOWS RANCH	CJO ANDREW C BRASSEY 12658 N HUMPHREYS WAY	BOISE	ID	83714-9307
Directors Report Owner	BRASSEY, BARTON A	2202 E CANE ST	BOISE	ID	83712
Directors Report Owner	BRASSEY, DOROTHY M	2202 E CANE ST	BOISE	ID	83712

Water Right Status

Priority Date : 1/1/1963
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
UNNAMED STREAM		TRAIL CREEK	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
UNNAMED STREAM	07N	04E	34	0	SE	NW	NW	BOISE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	2.43	CFS
STOCKWATER	01/01	12/31	0.07	CFS
TOTAL			2.50	CFS

Places of Use

Printable View Export View

Place of Use Legal Description : IRRIGATION (BOISE county)

Show 10 entries

Search

Township *	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	04E	26			SW	SW	1.7
07N	04E	34			NE	NE	27
07N	04E	34			NW	NE	17
07N	04E	34			SW	NE	4
07N	04E	34			NE	NW	16
07N	04E	34			NW	NW	2
07N	04E	34			SE	NW	2.5
07N	04E	35			NW	NW	12

Showing 1 to 8 of 8 entries

Previous 1 Next

Place of Use Legal Description : STOCKWATER (BOISE county)

Show 10 entries

Search

Township *	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	04E	26			SW	SW	
07N	04E	34			NE	NE	
07N	04E	34			NW	NE	
07N	04E	34			SW	NE	
07N	04E	34			NE	NW	
07N	04E	34			NW	NW	
07N	04E	34			SE	NW	
07N	04E	35			NW	NW	

Showing 1 to 8 of 8 entries

Previous 1 Next

Irrigation Totals

Total Acres Acre Limit

82.20

Conditions

Code Conditions

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(f), Idaho Code

N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

X02 Stockwater use is for 250 range cattle

Water Supply Bank

Lease Type: Contract

Lease ID: 907

Lease Status: Active

Lease Start Date: 1/1/2019

Lease End Date: 12/31/2023

Beneficial Use Div Rate Leased Div Volume Leased Acre Limit Leased Total Acres Leased

Stockwater	0.07			
Irrigation	2.43	287.70	82.20	82.20

Dates

Licensed Date :

Decreed Date : 5/21/2004

Permit Final Due Date

Permit Final Waiver Date

Permit Approved Date :

Permit Monitors Expiration Date

Enlargement Use Priority Date

Amendment Statute Priority Date

Application Received Date :

Protest Deadline Date :

Other Information

State or Federal : S

Water District Number : TBD

Generic Max Rate Per Acre : 0

Generic Max Volume Per Acre : 0

Civil Case Number :

Decree Plaintiff

Decree Defendant

Swan Falls Trust or Nontrust

Swan Falls Dismissed

DLE Act Number :

Cery Act Number

Mitigation Plan : None

SCANNED

NOV 28 2022

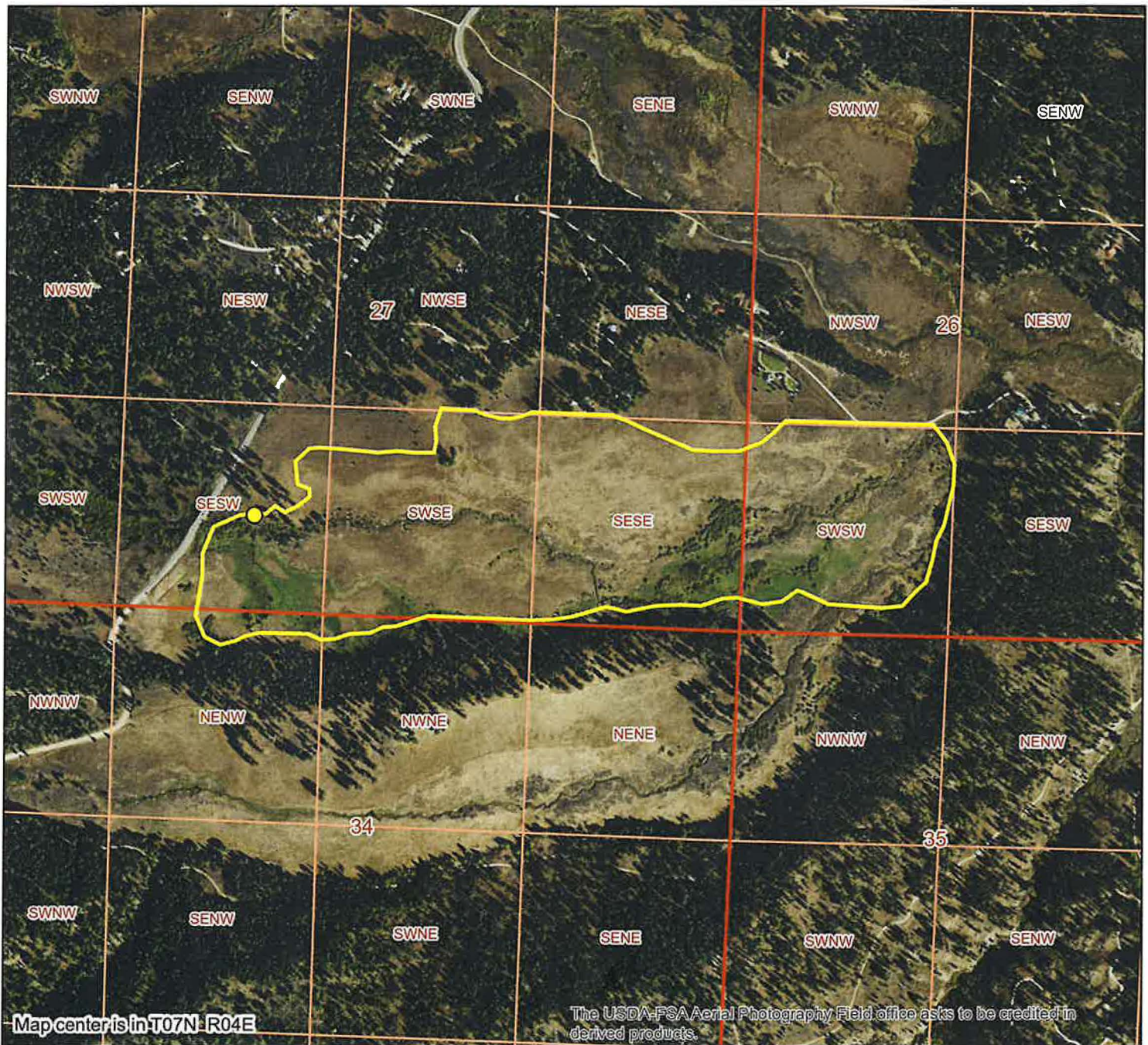
State of Idaho
Department of Water Resources

Water Right

63-5047B

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 10/10/2022



Legend

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



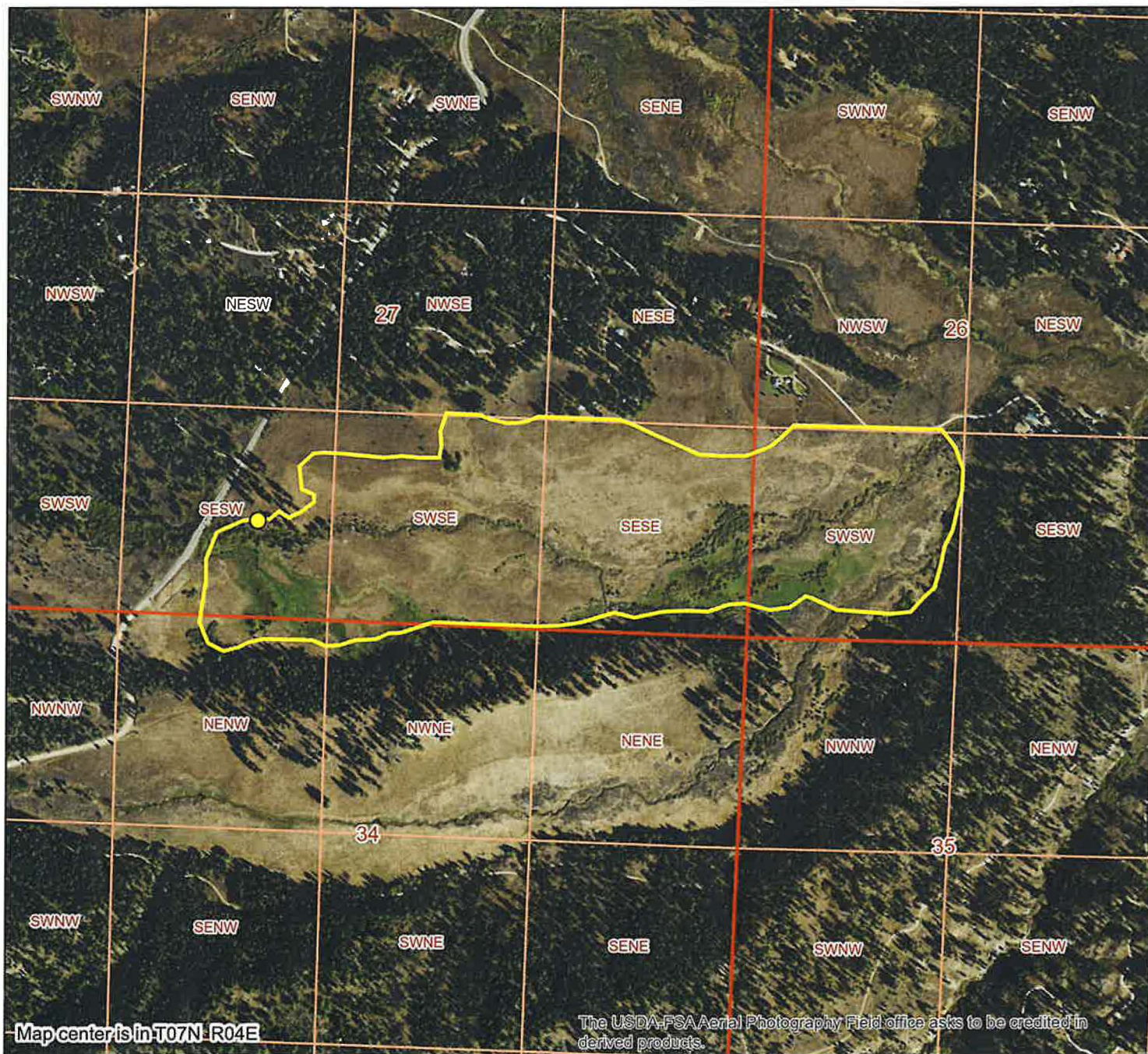
State of Idaho
Department of Water Resources

Water Right

63-5047B

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Legend

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



SCANNED

NOV 26 2022



Date created: 10/10/2022



Close

Water Right Report : 63-5047-B (Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	TRAIL CREEK MEADOWS RANCH	C/O ANDREW C BRASSEY 12658 N HUMPHREYS WAY	BOISE	ID	83714-9307
Directors Report Owner	BRASSEY, BARTON A	2202 E CANE ST	BOISE	ID	83712
Directors Report Owner	BRASSEY, DOROTHY M	2202 E CANE ST	BOISE	ID	83712

Water Right Status

Priority Date : 1/1/1863
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
TRAIL CREEK		CLEAR CREEK	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
TRAIL CREEK	07N	04E	27	0	SE	SE	SW	BOISE	

Water Uses

Beneficial Use	From To	Diversion Rate	Volume
IRRIGATION	04/01 10/31	2.98 CFS	
STOCKWATER	01/01 12/31	0.07 CFS	
TOTAL		3.05 CFS	

Places of Use

Printable View

Printed View

Place of Use Legal Description : IRRIGATION (BOISE county)

Show 1 to 6 entries

Search:

Township *	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	04E	26			SW	SW	32
07N	04E	27			SE	SW	12
07N	04E	27			SW	SE	35
07N	04E	27			SE	SE	34
07N	04E	34			NW	NE	15
07N	04E	34			NE	NW	3

Showing 1 to 6 of 6 entries

Previous

1

Next

Place of Use Legal Description : STOCKWATER (BOISE county)

Show 1 to 6 entries

Search:

Township *	Range	Section	Lot	QQQ	QQ	Q	Acres
07N	04E	26			SW	SW	
07N	04E	27			SE	SW	
07N	04E	27			SW	SE	
07N	04E	27			SE	SE	
07N	04E	34			NW	NE	
07N	04E	34			NE	NW	

Showing 1 to 6 of 6 entries

Previous

1

Next

Irrigation Totals

Total Acres: Acre Limit

117.50

Conditions

Code Conditions

X02 Stockwater use is for 250 range cattle.

N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

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 42-14(2)(b), Idaho Code.

Water Supply Bank

Lease Type: Contract

Lease ID: 906

Lease Status: Active

Lease Start Date: 1/1/2010

Lease End Date: 12/31/2023

Beneficial Use Div Rate Leased Div Volume Leased Acre Limit Leased Total Acres Leased

Irrigation 2.98 411.25 117.50 117.60

Stockwater 0.07

Dates

Licenses Date *

Decreed Date : 02/15/2004

Permit Renewal Date: None

Permit Renewal Date: None

Permit Approved Date

Permit Modification Expiration Date

Enlargement Use Priority Date

Enlargement Statute Priority Date

Application Withdrawal Date

Protest Deadline Date:

Other Information

State of Approval: 18

Water District Number: T100

Consent Max Rate Per Acre: 0

Consent Max Volume Per Acre: 0

Combined Acre Limit: 1

Combined Volume Limit:

Combined Rate Limit: 0.02

Civil Case Number:

Decision Pending:

Decision Determined:

Review Panel: Panel of Arbitrators:

Review Panel: Dismissed:

Civil Act Number:

Cary Act Number:

Mitigation Plan: False

SCANNED

NOV 28 2022



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

Governor Brad Little

Director Gary Spackman

November 28, 2022

CHG HOLDINGS LLC
421 S 8TH ST
BOISE ID 83702-7106

Re: Change in Ownership for Water Right No(s): 63-2414 & 63-5047B

Dear Water Right Holder(s):

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

The ownership of water right 63-5034 was not updated. The Department requested information on October 26, 2022, regarding portions of this water right located in Township 07N, Range 04E, Section 34, SENW and SWNE. As of the date of this letter, no information has been received. The deeds did not include the property in these two locations. The land is currently owned by DF Development, LLC. If DF Development, LLC has no interest in the portion of the water right on their land, the water right will need to be quitclaimed to CHG Holdings, LLC.

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(s) **63-2414 & 63-5047B** were leased to the Water Supply Bank (bank) in **2019**. In accordance with the bank lease acceptance, the lessor/current right holder (right holder) may not use the right(s) while it is in the bank, even if the right(s) is not rented from the bank. The right(s) will remain in the bank until **December 31, 2023**, unless released earlier by the Water Resource Board or upon request by the right holder. To reduce the term of the lease, the right holder must submit a written request to the department. The department will verify if the right is rented or available for release and notify the right holder of the release date.

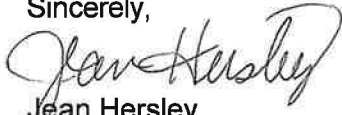
SCANNED

NOV 28 2022

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,

A handwritten signature in dark ink, appearing to read "Jean Hersley", written in a cursive style.

Jean Hersley
Technical Records Specialist 2

Enclosures

c: Water District No. 63

SCANNED
NOV 20 2011



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Governor Brad Little

Director Gary Spackman

October 26, 2022

CHG HOLDINGS LLC
421 S 8TH ST
BOISE ID 83702-7106

RE: Change in Ownership Water Right No(s): 63-5047B, 63-5034, & 63-2414

Dear Interested Parties:

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

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

 ✓ Evidence of Water Right Ownership for 63-5034. Water right 63-5034 includes 2.5 acres located in Township 07N, Range 04E, Section 34 SENW and 4 acres located in Township 07N, Range 04E, Section 34, SWNE. These acres were not conveyed on the deed provided with the Change in Ownership request. Please provide a document that conveys these acres to CHG Holding, LLC. If these acres were not conveyed, the Department will have to split water right 63-5034. The filing fee for splitting a water right is \$100 per water right. The additional fee to process this request will be **\$75**.

Because the Department cannot process the Notice without proper documentation and/or fees, we will hold any action on your notice pending receipt of the necessary information and /or fees. If we do not receive the necessary information and/or fees within 30 days, we will update the ownership of water rights 63-5047B & 63-2414 only.

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to file a Notice of Change in Water Right ownership or update your address are available from any office of the Department or on the Department's website.

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

Sincerely,

Jean Hersley
Technical Records Specialist 2

SCANNED

NOV 28 2022

Hersley, Jean

From: Dani Yant <dyant@exceed.legal>
Sent: Thursday, November 10, 2022 10:31 AM
To: Hersley, Jean
Subject: RE: Notice of Change in Water Right Ownership for CHG Holdings, LLC Water Right No(s): 63-5047B, 63-5034, & 63-2414
Attachments: RE-24 Purchase and Sale - FE - Harris Creek.pdf; Special Consent.pdf

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 Jean,

See attached fully executed PSA (note Section 5 calls out all rights appurtenant to the property – per I.C. 42-220, water rights are appurtenant unless expressly excluded) Per the PSA Section 5 and the Warranty Deed, there was no exclusion for seller. As to the requested signing authorization document for Cooper, also see attached.

Regarding the acres in question for water right 63-5034, I am still following up on information for this and will be in touch as soon as possible.

Thank you!

*****Please note that our phone system has recently changed and clients will need to call our main office line at 208-297-5959 for assistance. Thank you!*****



Dani Yant
Paralegal
Exceed Legal PLLC
421 S. 8th Street
Boise, ID 83702
[Main] 208-297-5959
[Direct] 208-391-4597
dyant@exceed.legal

Confidentiality Notice: This communication is confidential and may contain privileged information. If you have received it in error, please advise sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents.

From: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Sent: Wednesday, October 26, 2022 1:07 PM
To: Ian Gee <igee@exceed.legal>
Subject: Notice of Change in Water Right Ownership for CHG Holdings, LLC Water Right No(s): 63-5047B, 63-5034, & 63-2414

Dear Interested Parties:

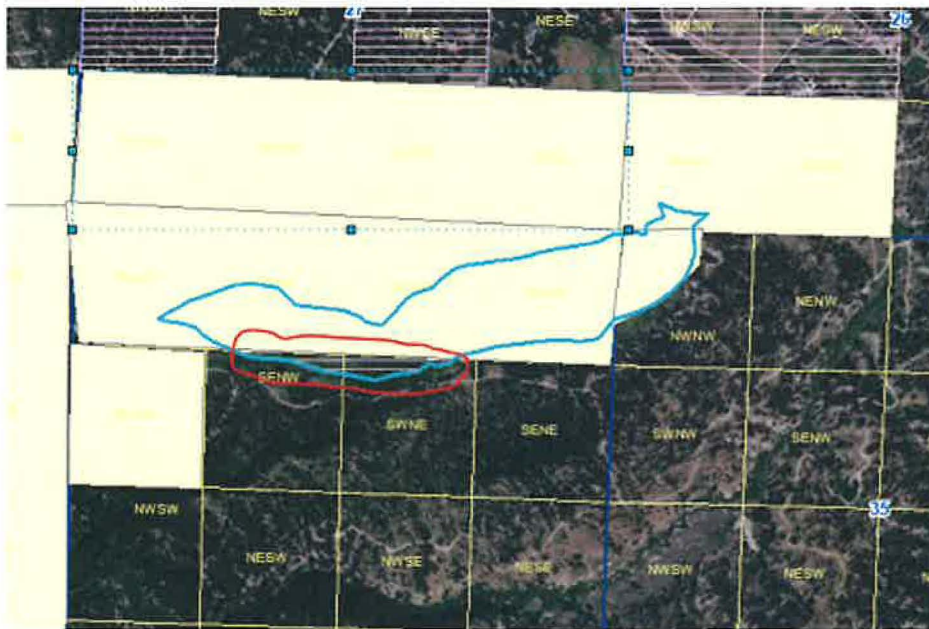
The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

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

☒ Evidence of Water Right Ownership for 63-5034. Water right 63-5034 includes 2.5 acres located in Township 07N, Range 04E, Section 34 SENW and 4 acres located in Township 07N, Range 04E, Section 34, SWNE. These acres were not conveyed on the deed provided with the Change in Ownership request. Please provide a document that conveys these acres to CHG Holding, LLC. If these acres were not conveyed, the Department will have to split water right 63-5034. The filing fee for splitting a water right is \$100 per water right. The additional fee to process this request will be **\$75**.

Because the Department cannot process the Notice without proper documentation and/or fees, we will hold any action on your notice pending receipt of the necessary information and /or fees. If we do not receive the necessary information and/or fees within 30 days, we will update the ownership of water rights 63-5047B & 63-2414 only.

The map below shows water right 63-5034 outlined in blue, the property conveyed to CHG Holdings, LLC in yellow and the acres in question circled in red.



The Department will also need documents authorizing Derek Cooper? to sign the form on behalf of CHG Holdings, LLC.

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to file a Notice of Change in Water Right ownership or update your address are available from any office of the Department or on the Department's website.

Please let me know if you have any questions. Thank you.



Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources

CONSENT FOR AUTHORIZED MEMBER ACTIONS

The members of CHG Holdings LLC, Derek Cooper and Ian W. Gee, do hereby consent and designate that Derek Cooper is authorized to act as the sole, designated member of CHG Holdings LLC to sign all documents and do all acts necessary to bind the company in all business, financial and real estate matters related to the funding and purchase of real property in Boise County.

DATED AND EFFECTIVE AS OF May 25th, 2022.

CHG Holdings LLC

By:  _____
Derek Cooper, Member

By:  _____
Ian W. Gee, Member



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2019
EDITION

Page 1 of 7

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.

1 ID# CHG-Placerville DATE 08/16/2021

2

3 **LISTING AGENCY** Knipe Land Company Office Phone # 208-345-3163 Fax # _____

4 Listing Agent John Knipe E-Mail john@knipeland.com Phone # 208-345-3163

5 **SELLING AGENCY** Anthology Office Phone # 208-297-5162 Fax # 208-953-7901

6 Selling Agent Brad Heinrichs E-Mail brad@anthology.realestate Phone # 208-830-3487

7 **1. BUYER:** CHG Holdings LLC

8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to

9 as "PROPERTY" **COMMONLY KNOWN AS** 1619 Harris Creek Rd

10 Placerville City Boise County, ID, Zip 83666 legally described as: Lengthy -- CLB

11

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

13 **BUYER and SELLER.**)

14 **2. \$** 4,500,000.00 **PURCHASE PRICE:** Four Million Five Hundred Thousand **DOLLARS,**

15 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

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

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

18 **(A). \$** 100,000.00 **EARNEST MONEY:** One Hundred Thousand **DOLLARS**

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

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

20

21 **THE RESPONSIBLE BROKER SHALL BE:** Erik J Bolinder

22

23 **(B). ALL CASH OFFER:** ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF

24 **CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide

25 SELLER within N/A business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient

26 funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial

27 statement.

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

29

30 **(D). \$** _____ **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank then this Agreement is

31 contingent upon BUYER obtaining the following financing:

32 **FIRST LOAN** of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,

33 ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at:

34 ☐ Fixed Rate ☐ Other _____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

35 BUYER's Earnest Money shall be returned to BUYER.

36 **SECOND LOAN** of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT,

37 ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

38 **LOAN APPLICATION:** BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance

39 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification,

40 debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and

41 subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at

42 not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion,

43 agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24

44 hours from receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close

45 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

46 SELLER. **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to

47 complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless

48 BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans

49 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

50 contract.

51

52 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

53 this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was

BUYER'S Initials (JB) (_____) Date 08/16/2021 SELLER'S Initials (EB) (_____) Date 08/20/2021

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JULY 2019 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

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PROPERTY ADDRESS: **1619 Harris Creek Rd** **Placerville** ID **83666** ID#: **CHG-Placerville**

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

(E). \$ ADDITIONAL FINANCIAL TERMS:

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

(F). \$ 4,400,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

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

- 1. Section 7(B), line 123: Due diligence shall be completed on or before May 16, 2022.**
- 2. Additional \$100,000.00 deposit shall be made on December 1, 2021. This deposit shall be held in escrow.**

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

ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

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

7. INSPECTION:

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

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

- 1. LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 2. ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 3. UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
- 4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): **260 acres of exclusive water rights.**

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

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

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

BUYER'S Initials () (_____) Date **08/16/2021**

SELLER'S Initials () (_____) Date **08/20/2021**

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PROPERTY ADDRESS: **1619 Harris Creek Rd** **Placerville** ID **83666** ID#: **CHG-Placerville**

PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 273 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.** BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.

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

3. If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items, **it shall end BUYER's timeframe for inspections and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, **said response is irrevocable** without consent of BUYER and BUYER may proceed under 7(C)(4) below.

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

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

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

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

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

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, ~~SELLER~~ 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 2 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the 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 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Fidelity National Title Title Company located at 485 E Riverside Dr. Suite 200 Eagle ID 83616 shall provide the title policy and preliminary report of commitment.

BUYER'S Initials ([Signature]) () Date 08/16/2021 SELLER'S Initials ([Signature]) () Date 08/20/2021

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PROPERTY ADDRESS: **1619 Harris Creek Rd** **Placerville** ID **83666** ID#: **CHG-Placerville**

(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.**

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

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

13. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of 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.**

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

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

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

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

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

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

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

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

BUYER'S Initials () Date 08/16/2021

SELLER'S Initials () Date 08/20/2021

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PROPERTY ADDRESS: **1619 Harris Creek Rd** **Placerville** ID **83666** ID#: **CHG-Placerville**

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

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

24. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties 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.

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

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

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

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

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

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

BUYER'S Initials (**PH**) (_____) Date **08/16/2021**

SELLER'S Initials (**KEB**) (_____) Date **08/20/2021**

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such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

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

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

31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

32. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) 05/31/2021. The parties agree that the **CLOSING COMPANY** for this transaction shall be Fidelity National Title Company- Kimberly Yelm located at 485 E Riverside Dr. Suite 200 Eagle, ID 83616. If a long-term escrow/collection is involved, then the long-term escrow holder shall be Fidelity National Title Company.

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

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

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

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

- Section 1:
- ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
 - ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
 - ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
 - ☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
- Section 2:
- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
 - ☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
 - ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
 - ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency 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.

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

38. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 08/18/21 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

39. BUYER'S SIGNATURES:

BUYER'S Initials (JP) (_____) Date 08/16/2021

SELLER'S Initials (KE) (_____) Date 08/20/2021

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☐ 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) Derek Cooper, manager of CHG Holdings LLC
 Date 08/16/2021 Time 2:21 PM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail derek@rrcccontractors.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 # _____

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

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
☒ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # RE-27 Continue to Market Addendum #1
☐ SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____

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

SELLER Signature  SELLER (Print Name) _____
 Date 08/20/2021 Time 11:43:25 AM MDT ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

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

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

LATE ACCEPTANCE

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