

WA

10-27-06

To Diana Delaney,

I wrote to you a few weeks ago concerning  
a State case in Re-SRBA, Case # 39576,  
sub case 63-161T. This was in reference to  
my Father Merwyn Nelson

10755 Goldenrod Ave.

Boise, Idaho 83704

having sold his property two years ago and  
getting his name off of this.

You called and told me we had to show  
proof. I talked to IOWR and he said this should  
show proof that when he sold he also sold his  
water rights. I hope this will suffice. If  
not please call me.

Thank you,  
Sharon Dill



Sharon C. Dill  
414 Elgin  
Caldwell, ID 83605

RECEIVED

OCT 31 2006

DEPARTMENT OF  
WATER RESOURCES

## COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



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

DATE: 10/13/2003

ID# 101320032

## 1. REAL ESTATE OFFICES:

## LISTING AGENCY

Office Fax # N/A E-Mail N/A Office Phone # N/A  
Listing Agent N/A E-Mail N/A Other Phone # N/A  
Phone # N/A

## SELLING AGENCY

Office Fax # N/A E-Mail N/A Office Phone # N/A  
Selling Agent N/A E-Mail N/A Other Phone # N/A  
Phone # N/A

2. BUYER: Heartland Development, LLC and/or assigns  
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "Property."

3. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as 10755 W Goldenrod Ave.,  
City of Boise County of Ada Idaho legally  
described as a PAR #R2024703065 LOT 15 EAGLESONS USTICK SUB #9070475

OR ☐ Legal Description Attached as addendum # (Addendum must accompany original offer).

4. PRICE/TERMS: Total Purchase Price is Two hundred seventy nine thousand Dollars (\$ 279,000.00).  
a) \$ See Attached Addendum cash down payment, including Earnest Money deposit.  
b) \$ See Attached Addendum Balance of the purchase price to be paid as follows: See Attached Addendum

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

5. EARNEST MONEY: BUYER hereby deposits \$5,000.00 DOLLARS as Earnest Money evidenced by:  
☐ cash ☐ personal check ☐ cashier's check ☐ note due ☒ other Company Check and a receipt is hereby acknowledged.  
Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☒ other  
Pioneer Title for the benefit of the parties hereto, and N/A (Broker) shall hold the  
completely executed Broker's copy of this Agreement. The responsible Broker shall be N/A

## 6. INCLUDED ITEMS:

- (a) All attached floor coverings, attached television antennae, satellite dish(es) and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
- (b) Irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
- (c) Other items specifically included in this sale: All real property, easements and water rights associated with this property.
- (d) Items specifically excluded in this sale: All personal property



Fred DePold

114 E. Idaho Avenue  
Meridian, ID 83642

Cell: (208) 860-9915  
Fax: (208) 895-0711

### Addendum/Amendment #1

THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING.

This is an ADDENDUM X or an AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money

**Earnest Money Dated:** 10/13/03 **ID#** 101320032

**ADDRESS:** 10755 W GOLDENROD AVE BOISE, IDAHO 83713 Parcel# R2024703065 LOT 15  
EAGLESONS USTICK SUB #9070475

**BUYER(S):** Heartland Development, LLC and/or assigns

**SELLER(S):** Nelson Family Trust

The undersigned Parties hereby agree as follows:

1. Purchase Price to be Two Hundred Seventy Nine Thousand Dollars & no/100 (\$279,000.00).
2. Buyer to deposit Five Thousand Dollars & no/100 (\$5,000.00) earnest money upon acceptance of this agreement.
3. Buyer to have a 30-day feasibility period. Upon the completion of the feasibility period, Buyer to deposit an additional Fifteen Thousand Dollars & no/100 (\$15,000.00) and release the earnest money to the Seller. Said earnest money to be non-refundable and applicable to the purchase price. Should Buyer in its sole discretion disapprove of the feasibility in writing the \$5,000.00 earnest money deposit to be returned to Buyer.
4. This offer is subject to approval of the preliminary plat map by City of Boise and Buyers acceptance of corresponding approval conditions. All approval and engineering costs shall be at Buyer's expense.
5. Upon approval of the preliminary plat map by City of Boise, Buyer to release to the seller an additional Twenty Five Thousand Dollars and no/100 (\$25,000.00), said release to be non-refundable and applicable to the purchase price.
6. Buyer to close 90 days from approval date of preliminary plat or on or before 10/08/04 whichever occurs first.
7. This offer is subject to the availability and ability to connect to Municipal Services.
8. To the best of Seller's knowledge, there are no toxic substances or deposits of underground tanks, or any other circumstances that would restrict the development of this property.
9. Buyer, engineer, and surveyor have the right to access the property and to proceed with platting, engineering design and approvals at Buyer's expense from the date of acceptance of this agreement.

10. Should Buyer fail to close on or before the time stipulated in this agreement Buyer and Seller shall have no further obligation to one another. This is in reference to the paragraph that is headed DEFAULT in the Real Estate Purchase and Sale Agreement. The only remedy will be Seller shall keep any and all deposits made to date and Seller will be free to openly market the property.

11. Seller to cooperate with Buyer during the approval process and provide any necessary easements and cooperation that is necessary for the approval of this subdivision at no cost to the Buyer.

12. This agreement may not be changed or altered without signatures by both Buyer and Seller.

13. Seller's heirs and assigns are bound by this agreement.

14. There are no active Real Estate Agents involved in this transaction therefore no commissions will be paid to an active Real Estate Agent by the Buyer or the Seller.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned agreement.

Buyer: Heartland Development, LLC

Signature:



Date: 10/13/03

Seller:

Signature:

Date:

Seller:

Signature:

Date: