

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
 APR 09 2007
 Department of Water Resources
 Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	22-13449				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Alan Zohner (deceased)

4. New Owner/Claimant(s)

One Forty-Six Group

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

970 W. Broadway, #446

City, State and ZIP Code

JACKSON, WY 83002

New Telephone Number

(800) 914-2689

5. Date you acquired the property

2/28/04

RECEIVED
 MAY 24 2007

Department of Water Resources
 Eastern Region

WARRANTY DEED

3050211376-T
 ALLIANCE TITLE & ESCROW CORP., INC.
 P.O. BOX 644 / 78 N. MAIN STREET
 DRIGGS, IDAHO 83422
 149027

Order No.: 3050211376-T

FOR VALUE RECEIVED

Alan Leonard Zohner, Sydney Lynn Glende Zohner, husband and wife, and Jacob Zohner, and Sam Zohner, and Arminda Marx, a married woman, as her sole and separate property, and Christina Robbins, a married woman, as her sole and separate property

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

J.T. Inc., an Idaho Corporation

whose current address is PO Box 408, Victor ID 83455

RECEIVED

JUL 03 2002

TETON CO., ID
CLERK RECORDER

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

A Portion Of:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described in 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: 6/12/2002

Samuel Mark Zohner by Alan L. Zohner
 Samuel Mark Zohner by Alan L. Zohner
 As Conservator

Arminda Zohner Marx

Alan Leonard Zohner
 Alan Leonard Zohner

Jacob Alan Zohner by Alan L. Zohner
 Jacob Alan Zohner by Alan L. Zohner
 As Conservator
Christina Zohner Robbins
 Christina Zohner Robbins

Sydney Lynn Glende Zohner
 Sydney Lynn Glende Zohner

Instrument # 149027

DRIGGS, TETON, IDAHO
 2002-07-03 02:45:20 No. of Pages: 5
 Recorded for: ALLIANCE TITLE & ESCROW
 NOLAN G. BOYLE Fee: 15.00
 Ex-Officio Recorder Deputy *C. Smith*
 Index to: DEED WARRANTY

State of Idaho

County of Teton

On this 24th day of June, before me, a Notary Public in and for said state, personally appeared Alan Leonard Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

CARLA C. JONES
 NOTARY PUBLIC
 STATE OF IDAHO

Carla C. Jones
 Notary Public for the State of Idaho
 Residing at: Driggs
 Commission Expires: 11/19/05

State of Idaho

County of Teton

On this 24th day of June, before me, a Notary Public in and for said state, personally appeared Sydney Lynn Glende Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

149027

1 of 5

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

CARLA C. JONES
NOTARY PUBLIC
STATE OF IDAHO

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/19/05

State of _____ }
County of _____ } ss.

On this See following page, before me, a Notary Public in and for said state, personally appeared Arminda Zolner Marx

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

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

State of Massachusetts }
County of Huddleson } ss.

On this 18th day of June 2002, before me, a Notary Public in and for said state, personally appeared Christina Zolner Robbins

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Monique D. Dickhamboauer
Notary Public for the State of Massachusetts
Residing at: 1100 Elm St. Haverhill
Commission Expires: SEPTEMBER 11, 2007
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 6, 2007

State of Idaho }
County of Teton } ss.

On this 24 day of June, before me, a Notary Public in and for said state, personally appeared Alan L. Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Samuel Mark Zohner, and acknowledged to me that he subscribed the name of Samuel Mark Zohner as principal and his/her own name as Conservator.

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

CARLA C. JONES
NOTARY PUBLIC
STATE OF IDAHO

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/19/05

State of Idaho }
County of Teton } ss.

On this 24 day of June, before me, a Notary Public in and for said state, personally appeared Alan L. Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Jacob Alan Zohner, and acknowledged to me that he subscribed the name of Jacob Alan Zohner as principal and his/her own name as Conservator.

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

CARLA C. JONES
NOTARY PUBLIC
STATE OF IDAHO

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/19/05

149027

345

WARRANTY DEED

Order No.:3050211376-T

FOR VALUE RECEIVED

Alan Leonard Zohner, Sydney Lynn Glende Zohner, husband and wife, and Jacob Zohner, and Sam Zohner, and Arminda Marx, a married woman, as her sole and separate property, and Christina Robbins, a married woman, as her sole and separate property

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

J.T. Inc., an Idaho Corporation

whose current address is

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

A portion of

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) and the ~~Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$)~~ Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho being further described in 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: 6/12/2002

Samuel Mark Zohner by
As Conservator

Arminda Zohner Marx
Arminda Zohner Marx

Jacob Alan Zohner by
As Conservator

Christina Zohner Robbins

Alan Leonard Zohner

Sydney Lynn Glende Zohner

State of

County of

On this See Previous page, before me, a Notary Public in and for said state, personally appeared Alan Leonard Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

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

State of

County of

On this See Previous page, before me, a Notary Public in and for said state, personally appeared Sydney Lynn Glende Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

149027

2 of 5

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

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

State of Massachusetts)
County of Middlesex) ss.

On this 21st day of June 2002, before me, a Notary Public in and for said state, personally appeared Arminda Zohner Marx

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Patricia A. Porter
Notary Public for the State of Massachusetts
Residing at:
Commission Expires: My commission expires Sept. 18, 2003

State of)
County of) ss.

On this See previous page, before me, a Notary Public in and for said state, personally appeared Christina Zohner Robbins

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

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

State of)
County of) ss.

On this day of, before me, a Notary Public in and for said state, personally appeared See previous page known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Samuel Mark Zohner, and acknowledged to me that subscribed the name of Samuel Mark Zohner as principal and his/her own name as Conservator.

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

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

State of)
County of) ss.

On this day of, before me, a Notary Public in and for said state, personally appeared See previous page known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Jacob Alan Zohner, and acknowledged to me that subscribed the name of Jacob Alan Zohner as principal and his/her own name as Conservator.

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

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

149027

4 of 5

FROM :A-W ENGINEERING

FAX NO. :2087872952

Jul. 03 2002 12:26PM P4

3050211376-T

EXHIBIT A

PARCEL 2

A PART OF THE SE 1/4 SE 1/4 OF SECTION 34, TWP. 5N., RNG. 45E., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
COMMENCING AT THE SE CORNER OF SAID SECTION 34, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE N 89°44'44"W, 1323.84 FEET ALONG THE SOUTHERN SECTION LINE OF SAID SECTION 34 TO THE SW CORNER OF THE SE 1/4 SE 1/4 OF SAID SECTION 34;
THENCE N 00°05'05"E, 728.73 FEET ALONG THE WEST LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 34 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE COUNTY ROAD;
THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, S 86°28'58"E, 911.87 FEET TO A POINT;
THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, 45.87 FEET ALONG A 530.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°58'10" AND A CHORD BEARING S 88°58'04"E, 45.95 FEET TO A POINT;
THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, N 88°32'51"E, 200.00 FEET TO A POINT;
THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, 189.28 FEET ALONG A 780.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°25'43" AND A CHORD BEARING N 82°19'59"E, 188.87 FEET TO A POINT ON THE EASTERN SECTION LINE OF SAID SECTION 34;
THENCE S 00°03'08"W, 705.44 FEET ALONG THE EASTERN SECTION LINE OF SAID SECTION 34 TO THE POINT OF BEGINNING.

CONTAINS 21.17 ACRES, MORE OR LESS.

149027

07/03/02 WED 12:22 ITX/RA NO 95801 @ 904

Instrument # 153307

DRIGGS, TETON, IDAHO

2003-02-27

11:48:01 No. of Pages: 2

Recorded for: PLANNING & ZONING

NOLAN G. BOYLE

Fee: \$6.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

153307

RECEIVED

FEB 27 2003

TETON CO. ID.
CLERK RECORDER**WARRANTY DEED**

Warranty deed made this 25th day of February, 2003, between
JT INC. of P.O. Bx. 408, Victor, ID 83455 referred to as Grantor and JT INC. of P.O. Bx. 408,
Victor, ID 83455 referred to as Grantee.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable
consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and
does hereby grant, bargain, sell and convey, and confirm unto Grantee and its heirs and assigns
forever, all the following described real estate situated in Teton County, Idaho:

Section 34, Township 5N, Range 45E, B.M..

A part of the Southeast quarter Southeast quarter of Section 34, Township 5 North,
Range 45 E., B.M. Teton County, Idaho being further described as:

From the Southeast corner of said Section 34, N 89° 44' 44" W 661.92 feet along the
Southern section line to the true point of beginning;

Thence N 89° 44' 44" W 661.92 feet further along the Southern section line to the
Southwest corner of the Southeast quarter Southeast quarter of said Section 34;

Thence N 00° 05' 05" E 728.73 feet along the West line of the Southeast quarter
Southeast quarter of said section 34 to a point on the Southern right-of-way line of the
county road;

Thence along the county road right-of-way, S 86° 28' 59" E, 662.08 feet to a point;

Thence South 691.06 feet to the true point of beginning.

Contains 10.78 acres more or less.

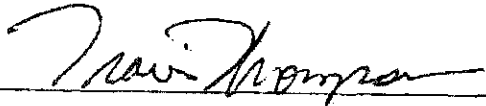
To have and to hold, all and singular the above-described premises together with the
appurtenances unto Grantee and its heirs and assigns forever.

153307

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Restriction: The above parcel cannot be further split under the provisions of the Teton County Subdivision Ordinance Section 9-8-1: One Time Only Split of One Parcel of Land Parcel of Land, June 14, 1999.

Grantor has hereunto set his hand on the day and year first above written.



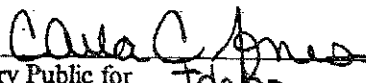
Travis Thompson

STATE OF Idaho)

:SS

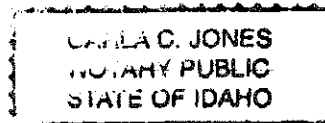
County of Teton)

On this 25th day of February in the year of 2003, before me, a Notary Public in and for said State, personally appeared TRAVIS THOMPSON known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.


Notary Public for Idaho

Residing at: Driggs

My commission expires: 11/12/05



153307

Instrument # 153308

DRIGGS, TETON, IDAHO

2003-02-27 11:48:01 No. of Pages: 2

Recorded for: PLANNING & ZONING

NOLAN G. BOYLE

Ex-Officio Recorder Deputy R. Miller

Index to: DEED, WARRANTY

153308

RECEIVED

FEB 27 2003

TETON CO., ID
CLERK RECORDER

WARRANTY DEED

Warranty deed made this 25th day of February, 2003, between
JT INC. of P.O. Bx. 408, Victor, ID 83455 referred to as Grantor and JT INC. of P.O. Bx. 408,
Victor, ID 83455 referred to as Grantee.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable
consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and
does hereby grant, bargain, sell and convey, and confirm unto Grantee and its heirs and assigns
forever, all the following described real estate situated in Teton County, Idaho:

Part of the Southeast quarter of Section 34, Township 5N, Range 45E, B.M., Teton
County, Idaho, being further described as, Commencing at the Southeast corner of said Section
34, said point being the true point of beginning;

Thence N 89° 44' 44" W 661.92 feet along the Southern section line of said Section 34 to
a point;

Thence North 691.06 feet to a point on the Southern right-of-way line of the county road;

Thence along the county road right-of-way S 86° 28' 59" E 249.79 feet to a point;

Thence along the county road right-of-way 45.97 feet along a 530.00 foot radius curve to
the left, having a central angle of 04° 58' 10" and a chord bearing S 88° 58' 04" E,
45.95 feet to a point;

Thence along the county road right-of-way N 88° 32' 51" E, 200.00 feet to a point;

Thence along the county road right-of-way 169.20 feet along a 780.00 foot radius curve
to the left, having a central angle of 12° 25' 43" and a chord bearing N 82° 19' 59" E
168.87 feet to a point on the Eastern section line of said Section 34;

Thence S 00° 03' 08" W 705.44 feet along the Eastern section line of said Section 34 to
the point of beginning.

Contains 10.39 acres more or less.

To have and to hold, all and singular the above-described premises together with the
appurtenances unto Grantee and its heirs and assigns forever.

153308

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Restriction: The above parcel cannot be further split under the provisions of the Teton County Subdivision Ordinance Section 9-8-1: One Time Only Split of One Parcel of Land Parcel of Land, June 14, 1999.

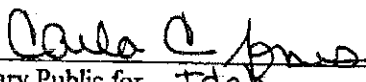
Grantor has hereunto set his hand on the day and year first above written.



Travis Thompson

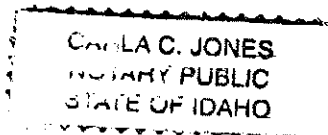
STATE OF Idaho)
)
 :SS
County of Teton)

On this 25th day of February in the year of 2003, before me, a Notary Public in and for said State, personally appeared TRAVIS THOMPSON known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.


Notary Public for Idaho

Residing at: Driggs

My commission expires: 11/19/05



153308

FEB 27 2004

160061

TETON CO. ID
CLERK REC'D

WARRANTY DEED

Order No.: 3050412517-T

FOR VALUE RECEIVED

JT, Inc.

Instrument # 160061

DRIGGS, TETON, IDAHO
 2004-02-27 04:40:59 No. of Pages: 2
 Recorded for: ALLIANCE TITLE & ESCROW
 NOLAN G. BOYLE
 Ex-Officio Recorder Deputy
 Fee: \$6.00
 Instrument # 160061

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

One Forty Six Group, LLC as to a 81.48% interest and Karl A. Parker and Margery I. Parker as Trustees of the Karl A. Parker and Margery I. Parker Trust dated May 3, 1991 as to a 18.52% interest.

whose current address is 970 W. Broadway #46, Jackson WY 83001

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

Parcel 1: Section 34, Township 5 North, Range 45 East, Boise Meridian. A part of the SE 1/4 SE 1/4 of Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the Southeast corner of said Section 34, North 89°44'44" West 661.92 feet along the Southern section line to the true point of beginning; thence North 89°44'44" West 661.92 feet further along the Southern section line to the Southwest corner of the SE 1/4 SE 1/4 of said Section 34; thence North 00°05'05" East 728.73 feet along the West line of the SE 1/4 SE 1/4 of said Section 34 to a point on the Southern right of way line of the county road; thence along the county road right of way South 86°28'59" East 662.08 feet to a point; thence South 691.06 feet to the true point of beginning.

Parcel 2: Part of the SE 1/4 of Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Southeast corner of said Section 34; said point being the true point of beginning; thence North 89°44'44" West 661.92 feet along the Southern section line of said Section 34 to a point; thence North 691.06 feet to a point on the Southern right of way line of the county road; thence along the county road right of way South 86°28'59" East 249.79 feet to a point; thence along the county road right of way 45.97 feet along a 530.00 foot radius curve to the left, having a central angle of 04°58'10" and a chord bearing South 88°58'04" East 45.95 feet to a point; thence along the county road right of way North 88°32'51" East 200.00 feet to a point; thence along the county road right of way 169.20 feet along a 780.00 foot radius curve to the left, having a central angle of 12°25'43" and a chord bearing North 82°19'59" East 168.87 feet to a point on the Eastern section line of said Section 34; thence South 00°03'08" West 705.44 feet along the Eastern section line of said Section 34 to the point of beginning.

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: 2/24/04

JT, Inc.

By: Travis Thompson, President

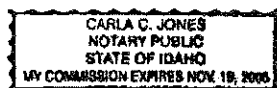
State of Idaho

County of Teton

On this 24th day of February, 2004, before me, a Notary Public in and for said state, personally appeared Travis Thompson known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, executed the foregoing in said Corporation name.

160061

appeared Travis Thompson known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, executed the foregoing in said Corporation 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.



Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/19/06

160062



AND RECEIPT FOR EARNEST MONEY



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.

ID# 28280

DATE: 12-17-03

1. REAL ESTATE OFFICES:

LISTING AGENCY

none

Office Phone #

Office Fax #

E-Mail

Other Phone #

Listing Agent

E-Mail

Phone #

SELLING AGENCY 400 West Sunnyside Rd Idaho Falls, Idaho 83401

Office Phone #

208-529-6569

Office Fax #

E-Mail

Other Phone #

Selling Agent

Curtis Ferney

E-Mail

Phone #

208-709-0001

2. BUYER:

Thomas Garlock / 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 "PREMISES" COMMONLY

KNOWN AS

n/a

City

Driggs

County

Teton

ID, Zip

83422

legally described as:

OR Legal Description Attached as addendum # exhibit (1)

(Addendum must accompany original offer.)

3. TOTAL PURCHASE PRICE:

Two hundred sixty five thousand

DOLLARS, \$

265,000.00

payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D must add up to total purchase price, except for 100% financing

\$ 10,000.00

A. EARNEST MONEY: BUYER hereby deposits

Ten thousand

DOLLARS as Earnest

Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other 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

for the benefit of the parties hereto, and

Marus Cukurs

(Broker) shall hold the completely executed Broker's copy of this

Agreement. The responsible Broker shall be same

B. ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete lines 46 through 49, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 60 business days from the date of this agreement, evidence 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 or contract(s) for the sale of BUYER'S current residence or other property to be sold.

\$ none

C. 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.

\$ 255,000.00

D. 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. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other:

5. OTHER TERMS AND/OR CONDITIONS:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 5 PAGES

BUYER'S Initials () () Date

SELLER'S Initials () () Date

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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:** BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 157 to 173. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. 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'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, 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 other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 10 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.
3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 10 business days that they will not continue with the transaction and will receive their Earnest Money back.
4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. 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.

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:

- A. **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.)
- B. **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.)
- C. **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.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): Power and phone on road front
- F. **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. No representations, either expressed or implied, have been or will be made with respect to the existence or non-existence of such materials on the property. 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.
- G. **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.

8. **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.

9. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 5 PAGES
BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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

(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 premises 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. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(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.

(E) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy. Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☒ BUYER ☐ SELLER.

10. 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.

11. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency'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 court costs and reasonable attorney's fees.

12. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ NOT APPLICABLE.

13. 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, By-Laws 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 ☒ NOT APPLICABLE. Association fees/dues are \$ 0.00 per 0

14. 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 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.

15. 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.

16. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

17. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

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

19. BUSINESS DAYS & HOURS: 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. 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. The first day shall be the 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.

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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 5 PAGES
BUYER'S Initials () () Date SELLER'S Initials () () Date

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187 **21. FACSIMILE TRANSMISSION:** Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or
188 electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and
189 electronic transmitted signatures by signing an original document.

190 **22. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES:** The closing of this transaction is contingent upon written satisfaction
191 or waiver of the following conditions. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or
192 provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program
193 requirements.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Environmental Inspection (Level 1)				X
Zoning Variance	X				Environmental Inspection (Level 2)				X
Closing Escrow Fee			X		Environmental Inspection (Level 3)				X
Survey		X			PERC Test				X
Flood Certification/Tracking Fee				X	Long Term Escrow Fees				X
Soil(s) Test(s)				X					X
Hazardous Waste Report(s)				X					X
Attorney Contract Preparation Fee				X					X
Water Rights Transfer Fee		X							X

194 BUYER will have until 02-15-03 (Date) at 5:00 pm to satisfy or waive any and all conditions and/or contingencies.

195 **23. COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
196 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
197 shall together constitute one and the same instrument.

200 **24. ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior
201 Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or
202 representations not expressly set forth herein shall be binding upon either party.

203 **25. DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages
204 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
205 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
206 SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and
207 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
208 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
209 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
210 forfeiture. 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
211 SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees,
212 inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.
213 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
214 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
215 shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

216 **26. SALES PRICE INFORMATION:** SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement to disclose sale data
217 from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects,
218 appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result
219 of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

220 **27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

221 **28. CLOSING:** Closing shall occur on or before 02-28-04 (Date) at 5:00 pm, or as soon thereafter as financing documents can be
222 prepared and marketable title delivered, but not to exceed 15 business days. This extension is not available if financing documents are prepared
223 and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the deed or
224 contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it may be
225 necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall
226 be Alliance Title located at Driggs.

227 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 5 PAGES
228 BUYER'S Initials () () Date SELLER'S Initials () () Date

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235 29. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or date n/a at _____ am/ _____ pm. Property taxes and water
236 assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be
237 pro-rated as of closing
238

239 30. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies
240 which must be satisfied prior to closing: Preliminary Title Report review, Survey and Wetlands review, Water
241 rights review. ~~Grant~~ (FINANCING)
242

243 31. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this
244 transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).
245

246 Section 1:

- 246 ☐ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
247 ☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
248 ☒ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

249 Section 2:

- 250 ☐ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
251 ☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
252 ☒ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

253 Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship
254 confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY
255 UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN
256 AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency
257 relationship between the Broker(s) and the BUYER(S) and SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a
258 SEPARATE signed written agreement as required by Idaho Statute to create that relationship.
259

260 32. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 12-22-03 at
261 (Time) 5:00 a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to
262 BUYER on demand.
263

264 33. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

265 SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
266

266 BUYER Signature _____
269 Date _____ Time _____ a.m. _____ p.m.
270 Address _____ n/a _____
271 E-Mail Address _____
272

266 BUYER (Print Name) _____
269 Phone # _____ Cell # _____
270 City _____ n/a _____ State _____ Zip _____
271 Fax # _____
272

273 BUYER Signature _____
274 Date _____ Time _____ a.m. _____ p.m.
275 Address _____
276 E-Mail Address _____
277

273 BUYER (Print Name) _____
274 Phone # _____ Cell # _____
275 City _____ State _____ Zip _____
276 Fax # _____
277

278 34. SELLER'S SIGNATURES:

279 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
280 SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.
281

282 SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____
283

284 SELLER Signature _____
285 Date _____ Time _____ a.m. _____ p.m.
286 Address P O Box 403 Victor Id 83455
287 E-Mail Address _____
288

284 SELLER (Print Name) _____
285 Phone # _____ Cell # _____
286 City _____ State _____ Zip _____
287 Fax # _____
288

289 SELLER Signature _____
290 Date _____ Time _____ a.m. _____ p.m.
291 Address _____
292 E-Mail Address _____
293

289 SELLER (Print Name) _____
290 Phone # _____ Cell # _____
291 City _____ State _____ Zip _____
292 Fax # _____
293

294 34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

295 A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on

296 Date _____ Time _____ a.m. _____ p.m.
297

298 BUYER: _____ BUYER: _____
299

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 5 PAGES
BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT JULY 2003 EDITION PAGE 5 OF 5

Company: _____ Realty Executives _____ S/N: PCF5-06316
Provided by: _____ Curtis Ferney _____
Printed using Software from Professional Computer Forms Co. v 07-03

OWNER'S POLICY

SCHEDULE A

exhibit (1)

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
~~XXXXXXXXXX~~	~~XXXXXXXXXX~~	July 3, 2002 At 2:45PM	~~XXXXXXXXXX~~	~~XXXXXXXXXX~~

1. Name of Insured:

J.T. Inc.

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

J.T. Inc., an Idaho Corporation

4. The land referred to in this policy is described as follows:

PARCEL 2

A part of the SE ¼ SE ¼ of Section 34, TWP. 5N., RNG. 45 E., B.M., Teton County, Idaho, being further described as:

Commencing at the SE corner of said Section 34, said point being the true point of beginning; thence N 89°44'44"W, 1323.84 feet along the Southern section line of said Section 34 to the SW corner of the SE ¼ SE ¼ of said Section 34; thence N 00°05'05"E, 728.73 feet along the West line of the SE ¼ SE ¼ of said Section 34 to a point on the South right-of-way line of the County road; thence along the County road right-of-way, S 86°28'59"E, 911.87 feet to a point; thence along the County road right-of-way, 45.97 feet along a 530.00 foot radius curve to the left, having a central angle of 04°58'10" and a chord bearing S 88°58'04"E, 45.93 feet to a point; thence along the County road right-of-way, N 88°32'51"E, 200.00 feet to a point; thence along the County road right-of-way, 169.20 feet along a 780.00 foot radius curve to the left, having a central angle of 12°25'43" and a chord bearing N 82°19'59"E, 168.87 feet to a point on the Eastern section line of said Section 34; thence S 00°03'08"W, 705.44 feet along the Eastern section line of said Section 34 to the point of beginning.

END OF SCHEDULE A

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

ALLIANCE TITLE AND
ESCROW CORP.
130 E. MAIN STREET
P.O. BOX 732
REXBURG, ID 83440
(208) 356-9323
FAX NO. (208) 356-9325

CHICAGO TITLE INSURANCE COMPANY
By:



[Signature]

President

By:

ATTEST

[Signature]

Secretary

[Signature]
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE

Order No: 3050412517-T

SCHEDULE A

1. Effective date: 12/15/2003 at 7:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage
Amount: \$270,000.00
Premium: \$1,115.00
Credit: \$200.00

Proposed Insured:

Thomas Garlock

(b) ALTA Loan Policy ☐ Standard Coverage ☐ Extended Coverage
Amount: \$
Premium: \$

(c) Endorsements:

Amount: \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is:
Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

JT, Inc.

5. The land referred to in this Commitment is described as follows:

See legal description on attached continuation page