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APR 02 2012

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

) Subcase

79-4404

) (Insert water right number)

Case 39576

) STANDARD FORM 4

) MOTION TO FILE:

) ☐ LATE NOTICE OF CLAIM

) ☐ AMENDED NOTICE OF CLAIM

INSTRUCTIONS

This form is used to file a late Notice of Claim or an amendment to a Notice of Claim in a reporting area where the Director's Report has been filed. Forms may be obtained from the SRBA Court, the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form. If you copy or reproduce this form, please copy on both sides with the even-number pages upside down.

The water right number for your late or amended claim must be indicated above in the blank space following "Subcase." You must use a **separate form for each** late or amended Notice of Claim.

This form has been adopted by the court in ***SRBA Administrative Order 1, Rules of Procedure*** (amended Sept. 30, 1996), Section 4, which may be consulted for further information.

By filing a *Motion to File a Late Notice of Claim* or a *Motion to File an Amended Notice of Claim*, you certify that it is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.

☒ I have read **SRBA Administrative Order 1, Rules of Procedure** (amended Sept. 30, 1996).

My name is John Charles Raynor

My address is P.O. Box 13, Golconda, NV 89414

My phone number is: Work 775-635-2317 Home 775-385-5370

I am an attorney representing _____

My name is _____

My address is _____

My phone number is _____

MOTION TO FILE A LATE NOTICE OF CLAIM

A Motion to File a Late Notice of Claim will require a hearing before the Presiding Judge.

☒ I did not file a Notice of claim to the use of water in the SRBA because:

I had yet to purchase the property
at 1107 Doumescq Rd, White Bird, ID.

☐ I filed a Notice of Claim and elected to defer judicial proceedings on my domestic or stock watering use. I desire to reinstate my Notice of Claim for domestic or stock watering use.

☒ I am providing legal and factual documentation for my claimed use of water. You must describe these documents and attach a readable copy. (You do not need to fill this out if you are reinstating a Notice of Claim for domestic or stock watering use, but you **must** attach a copy of your Notice of Claim.)

The document is a real estate purchase
and sale agreement signed by both the
seller and the buyer

I have attached:

- ☐ A fully completed Notice of Claim (available from IDWR).
- ☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ ~~247.00~~ 25.00.
- ☐ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____.

Follow these instructions regarding the hearing on this motion.

1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.
2. Fill in the following information:

This motion will be heard on June 19, 2012 @ 1:30 DMT
(Insert Date and Time)

at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

MOTION TO FILE AN AMENDED NOTICE OF CLAIM

A *Motion to File an Amended Notice of Claim* may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely given when justice so requires.

- ☐ I must amend my Notice of Claim to the use of water in the SRBA because:

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(Insert Date and Time)

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1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.

Follow these instructions regarding the hearing on this motion.

☐ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____.

☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ 277.00 + 25.00.

☐ A fully completed Notice of Claim (available from IDWR).

I have attached:

VERIFICATION (Must be completed)

State of Nevada

County of Humboldt

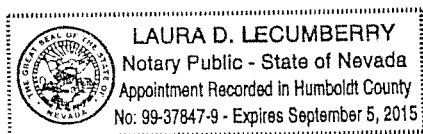
John C. Rayner, being first duly sworn, upon oath, deposes and says:
(Insert name of person filing form)

That I am the party/claimant filing this motion for late or amended claim (as listed on Page 2) as defined by I.C. §§ 42-1401A(1) and (7) or that I am the attorney for the party/claimant filing this motion for late or amended claim and that I have read this motion, know its contents, and believe that the statements are true to the best of my knowledge.

John C. Rayner
Signature of person filing motion

Attorney signing in representative capacity

Subscribed and sworn to before me on March 26, 2012.
(Insert Date)



Laura D. Lecumberry
Notary Public for Humboldt County, Nevada
Residing at: Winnemucca, Nevada
My Commission expires: Sept 5, 2015

INSTRUCTIONS FOR MAILING

You must mail this form, including all attachments, to the Clerk of the SRBA Court. **FAX filings will not be accepted by the SRBA Clerk of the Court.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on 3-26-2012, ~~199~~ I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

3. If you are filing an amended Notice of Claim in a subcase being heard before the Presiding Judge or a Special Master, you must serve a copy on all parties to that subcase.
(Insert Names/address of parties)

Signature of person or attorney mailing the form



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2011 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.

ID# 19750

DATE 2-20-2012

1. LISTING AGENCY Smith & Cselho of Valley County Office Phone #208-955-1700 Fax #
Listing Agent Tammy Schuyler E-Mail tammyschuyler@gmail.com Phone #208-464-9278
2. SELLING AGENCY Century 21 Whitewater Clark Office Phone #208-634-1000 Fax #208-6341050
Selling Agent Mary Nichols E-Mail Mary@IdahoLandOnTheWeb.com Phone #208-630-4642

1. BUYER: John C. Raynor

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
"PROPERTY" COMMONLY KNOWN AS 1107. Boumeq Road

Whites Bird City Idaho County, ID, Zip 83639 legally described as:

Twin Rivers Ranch Phase II Lot 24, Idaho County, Idaho

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

2. \$ 100,500.00 PURCHASE PRICE: One hundred thousand five hundred DOLLARS,
payable upon the following TERMS AND CONDITIONS (not including closing costs):

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

(A). \$ 2,000.00 EARNEST MONEY: BUYER hereby deposits One thousand DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):
☐ other and a receipt is hereby acknowledged. Earnest Money to be
deposited in trust account ☐ upon receipt, or ☒ upon acceptance by BUYER and SELLER and shall be held by: ☐ Listing Broker ☒ Selling Broker
☐ other for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: Heather Haynes

(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer (do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
within business days (five (5) if left blank) from the date of acceptance of this agreement by all parties, 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.

(C). \$ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☐ FIRST LOAN of \$ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ HFA, ☐ RURAL
DEVELOPMENT, ☐ OTHER with interest not to exceed % for a period of
 year(s) at ☐ Fixed Rate ☐ Other In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated
financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than point(s) plus origination fee if any.
SELLER shall pay no more than point(s). Any reduction in points shall first accrue to the benefit of the: ☐ BUYER ☐ SELLER ☐ Divided Equally
☐ NA.

☐ SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at ☐ Fixed Rate
☐ Other BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than
 point(s). Any reduction in points shall first accrue to the benefit of the: ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ NA.

LOAN APPLICATION: BUYER ☐ has applied ☐ shall apply for such loan(s) within business days (five (5) if left blank) of SELLER'S acceptance.
Within business days (ten (10) if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such
written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying
BUYER(S) in writing of such cancellation within business days (three (3) if left blank) after written confirmation was required. If SELLER does not
cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is
required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S
request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this
Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed
that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or
to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA
requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the
appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

(D). \$ 30,500.00 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.

(E). \$ 69,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at
closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If
any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)
shall be adjusted at closing of escrow in ☒ Cash ☐ Other

BUYER'S Initials

Date 3-1-12

SELLER'S Initials

Date 3/12/12

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JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

From:

03/01/2012 11:15

#785 P.006/014

JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 2 of 7

PROPERTY ADDRESS: 1167 Doumeca Road

White Bird

ID# 19753

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

62 See Financing Addendum

63 all timber rights are included with property. JOK
64 There will be no penalty for early pay-off. NP
65 3/12/12

66 5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE
67 PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor
68 coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm
69 windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
70 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and
71 equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should
72 satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

73 (A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

74 All the personal property located at the home & on the land.

75 (B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

76 6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless
77 otherwise agreed to by the parties in writing.

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

81 8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
82 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
83 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
84 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
85 subject to, exist unless otherwise specified in this Agreement.

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

88 (A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment
89 of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 5 business days (five [5] if left blank) from receipt
90 of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set
91 forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if
92 the title of said PROPERTY is not marketable, or cannot be made so within 5 business days (five [5] if left blank) after notice containing a written
93 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
94 insurance cancellation fee, escrow and legal fees, if any.

95 (B). TITLE COMPANY: The parties agree that Idaho County Title Company
96 located at Grangeville, ID 83530 shall provide the title policy and preliminary report of commitment.

97 (C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
98 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
99 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard
100 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
101 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If
102 BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost
103 unless otherwise provided herein.

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

107 BUYER'S Initials JOK Date 10/4/11

108 SELLER'S Initials NP Date 3/12/12

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110 Idaho Association of REALTORS®, Inc. NO OTHER PERSON IS PERMITTED TO REPRODUCE OR TRANSMIT THIS FORM IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE IDAHO ASSOCIATION OF REALTORS®, INC.

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 2 of 7

From:

03/01/2012 11:15

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 3 of 7

PROPERTY ADDRESS: 1107 Daymacy Road

White Bird

101: 19750

10. INSPECTION:

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business days (ten (10) if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. 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 PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

Additional inspections/timeframes:

Buyer to do an inspection.

Some of the property corners have not been identified by the buyer.

Any information that the seller has regarding the septic system to be provided to the buyer within the inspection period.

(B). FIA INSPECTION REQUIREMENT. If applicable: "For Your Protection: Get a Home Inspection"; HUD 92564-CN must be signed on or before execution 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, 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 disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 3 business days (three (3) if left blank) in which to respond in writing. SELLER, at their option, may correct the items as specified by BUYER in their letter or may elect not to do so. If SELLER agrees to correct the items asked for in BUYER'S letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

3). If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, 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 5 business days (three (3) if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

4). 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.

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

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

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

BUYER'S Initials: JCR X

Date: 10: AM

SELLER'S Initials: NP X

Date: 3/12/12

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 3 of 7

From:

03/01/2012 11:16

#785 P.007/014

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 4 of 7

PROPERTY ADDRESS: 1107 Doumegg Road

White Bird

ID#: 19750

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

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 10 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

16. 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 \$ 75 per year. ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of \$ _____ and/or PROPERTY TRANSFER FEES of \$ _____ at closing.

17. HOME WARRANTY PLAN: Home Warranty Plans available for purchase can vary in many respects including, but not limited to, scope of coverage, options, exclusions, limitations, service fees, and pre-existing conditions. BUYER and SELLER are advised to investigate Home Warranty Plans before purchasing a plan and BUYER and SELLER acknowledge that Home Warranty Plans vary from plan to plan. Further, BUYER and SELLER acknowledge that a Home Warranty Plan is separate and apart from any terms contained within this Real Estate Purchase and Sale Agreement and does not create any warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein.

A Home Warranty Plan ☐ will ☒ will not be included in this transaction.

☐ BUYER: ☐ SELLER shall order a Home Warranty Plan which shall be issued by a company selected by ☐ BUYER ☐ SELLER. The cost of the Home Warranty Plan shall not exceed \$ _____ and shall be paid for at closing by ☐ BUYER ☐ SELLER.

18. COSTS PAID BY: The parties agree to pay the following costs as indicated below. 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. 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.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				☒	Title Ins. Standard Coverage Owner's Policy		☒		
Appraisal Re-inspection Fee				☒	Title Ins. Extended Coverage Lender's Policy - Mortgage Policy				☒
Closing Escrow Fee			☒		Additional Title Coverage	☒			
Lender Document Preparation Fee				☒	Fuel in Tank - Dollar Amount to be Determined by Supplier				☒
Tax Service Fee				☒	Domestic Well Water Potability Test				☒
Flood Certification/Tracking Fee				☒	Domestic Well Water Productivity Test				☒
Lender Required Inspections				☒	Septic Inspections		☒		
Attorney Contract Preparation or Review Fee	☒				Septic Pumping		☒		
Long Term Escrow Fees			☒		Survey				☒

Upon closing SELLER agrees to pay up to EITHER NA % (N/A if left blank) of the purchase price OR \$ NA (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked above.

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

20. 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.

21. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the PROPERTY approximately 3 calendar days (three [3] if left blank) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

BUYER'S Initials JOR X _____ Date 3-1-12

SELLER'S Initials NP X _____ Date 3/12/12

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JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 4 of 7

From:

03/01/2012 11:14

#785 P.004/014

JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 6 of 7

PROPERTY ADDRESS: 1107 Downey Road

White Bird

ID# 25750

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

35. 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.

36. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency 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) March 29, 2012.

The parties agree that the CLOSING AGENCY for this transaction shall be Idaho County Title Company.

located at 319 W Main St., Grangeville, ID 83530

If a long-term escrow / collection is involved, then the long-term escrow holder shall be Permann Accounting, Cottonwood, ID

37. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ A.M. ☐ P.M. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of closing.

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

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

40. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

41. 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.

42. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 3-6-2012 at (Local Time in which PROPERTY is located) 12:00 ☐ A.M. ☒ P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

BUYER'S Initials JCR () Date 10:Am

SELLER'S Initials NP () Date 3/12/12

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JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 6 of 7

From:

03/01/2012 11:16

#785 P.008/014

JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 6 of 7

PROPERTY ADDRESS: 1107 Downeay Road

White Bird

ID# 19750

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

23. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code § 46-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in § 46-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

24. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code § 55-525 of seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code § 55-525 of seq., regarding the General Contractor Disclosure Statement.

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

26. 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 Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

27. 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. 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.

28. 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."

29. 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.

30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

31. 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 monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

32. 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.

33. "NOT APPLICABLE" DEFINED: The letters "n/a," "NA," "n.o.," 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.

BUYER'S Initials (JK)

Date 3-1-12

SELLER'S Initials (NP)

Date

3/12/12

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JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 6 of 7

From:

03/01/2012 11:14

11785 P.003/014

JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 7 of 7

PROPERTY ADDRESS: 1107 Downside Road

White Bird

ID# 19750

43. BUYER'S SIGNATURES:

☒ SEE ATTACHED BUYER'S ADDENDUM(S) 1 (Specify number of BUYER addendum(s) attached.)

BUYER ☐ does ☒ does not currently hold an active Idaho real estate license.

BUYER Signature John C. Raynor

BUYER (Print Name) _____

Date 3-1-12 Time 10:45 ☐ A.M. ☐ P.M.

Phone # _____

Cell # _____

Address PO Box 13 Caldwell, ID 83614

City _____

State _____

Zip _____

E-Mail jraynor@deer@yahoo.com

Fax # _____

BUYER ☐ does ☐ does not currently hold an active Idaho real estate license.

BUYER Signature _____

BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____

Cell # _____

Address _____

City _____

State _____

Zip _____

E-Mail _____

Fax # _____

44. 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 2

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER ☐ does ☒ does not currently hold an active Idaho real estate license.

SELLER Signature N. Preston Pfler

SELLER (Print Name) _____

Date 3/1/12 Time 4:45 ☐ A.M. ☐ P.M.

Phone # _____

Cell # _____

Address _____

City _____

State _____

Zip _____

E-Mail _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

SELLER ☐ does ☐ does not currently hold an active Idaho real estate license.

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____

Cell # _____

Address _____

City _____

State _____

Zip _____

E-Mail _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 7 of 7

Company: Century 21 Whitewater Clark

Provided by: Mary Buckels

S/N: PC F5-05370

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RE-13 COUNTER OFFER # 2 (Two) (1,2,3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.

JULY 2011 EDITION
Page 1 of 1



This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 2-28-2012

ADDRESS: 1107 Doumegg Rd, White Bird, ID 83554

ID# 19750

BUYER: John C. Raynor

SELLER: Naomi P. Tyler

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:

☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

1.) Purchase price to be \$155,000.

2.) Terms: Buyer to pay Seller a downpayment of \$70,000 at closing. The balance of \$85,000 to be financed based on a 20 year amortization at 2.5% interest per annum with monthly payments of approximately \$450. The principle balance is due and payable on the last day of the fifteenth year. There will be no prepayment penalties.

3.) Buyer to execute a note to be secured by a mortgage on the property in favor of the Seller. Seller to execute a Satisfaction of Mortgage to be held by the Long Term Escrow holder. The note & mortgage is required as the size of the property is over 80 acres.

4.) Buyer's time to respond to the Seller's counter offer #1 to be extended to 3-8-2012 at 6:00 PM.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): 3-11-2012 at 6:00 ☐ AM ☒ PM this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER: Naomi P. Tyler Date: 3/10/2012 Time: 11:15 ☒ AM ☐ PM

SELLER: _____ Date: _____ Time: _____ ☐ AM ☐ PM

BUYER: John C. Raynor Date: 3-8-2012 Time: _____ ☐ AM ☐ PM

BUYER: _____ Date: _____ Time: _____ ☐ AM ☐ PM

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RE-13 COUNTER OFFER

Page 1 of 1

Company: Century 21 Whitewater Clark
Provided by: Mary Nickols

S/N: PCF5-06370

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RE-13 COUNTER OFFER # one (1,2,3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

JULY 2011 EDITION
Page 1 of 1

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.



This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 2/28/02

ADDRESS: 1107 Dumecq Rd White Bird, ID ID#: 19750

BUYER: John Raynor

SELLER: Naomi Preston

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☒ This is a **SELLER counter offer**. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☐ This is a **BUYER counter offer**. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

1) Purchase price to be \$155,000.

2) Terms: Buyer to pay seller \$70,000 at closing the balance \$85,000 to be financed based on a 30 year amortization at 5% per annum with monthly payments of approximately \$456.00. The principle balance is due and payable on the last day of the tenth year. There will be no prepayment penalties.

3) The note will be secured by a first deed of trust against the property.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same. **Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): 7 March 2012 at 6:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER Naomi Preston Date 3/3/12 Time _____ ☐ A.M. ☐ P.M.

SELLER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

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RE-13 COUNTER OFFER

Page 1 of 1

From:

03/01/2012 11:14

#765 P.002/014



ADDENDUM # 1 (One)

(All addendums shall be numbered sequentially)

JULY 2011 EDITION
Page 1 of 1

RE-17 FINANCING ADDENDUM

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.



PURCHASE AND SALE AGREEMENT DATED: 2-28-2012

ID # 19730

ADDRESS: 1107 Downman Rd, White Bird, ID 83554

BUYER(S): John C. Raynor

SELLER(S): Macmi P. Tyler

(A). SELLER TO CARRY: \$30,500.

☒ FIRST LOAN ☐ SECOND LOAN ☐ OTHER LOAN

BUYER to execute a: ☐ Contract for Deed or ☒ note secured by a ☐ Deed of Trust or ☒ Mortgage on the property, in favor of SELLER, for the balance of \$30,500. payable at \$ 324 per month, including interest at 5 % per annum for 0 years and with the entire balance due 10 year(s) from date of note or contract for deed.

The entire balance of loan is due and payable upon sale or transfer of property: ☒ YES ☐ NO.

Prepayment is allowed without penalty: ☒ YES ☐ NO.

☒ Late fees will be assessed of 1 % of the payment(s) due if the payment(s) is not made within calendar days (14) if left blank) after the payment(s) due date.

Other Seller to execute a Satisfaction of Mortgage to be held by the Long Term Escrow holder.

FINANCIAL STATEMENT: Within 7 business days (five [5] if left blank) of acceptance, BUYER shall furnish SELLER: ☒ a current financial statement ☐ credit report or ☐ both, for the sole purpose of credit approval, which approval shall not be unreasonably withheld. BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER'S expense. SELLER shall notify BUYER within business days (three [3] if left blank) of receipt of financial statement and/or credit report, of approval or disapproval of BUYER'S credit in writing. If long-term escrow/collection is involved, then the long-term escrow holder shall be orsmann Accounting. Long term escrow fees/costs to be paid by ☐ BUYER ☐ SELLER ☒ Shared Equally

(B). EXISTING LOAN(S): \$

This Agreement is contingent upon ☐ the Assumption of or ☐ Subject to the following loans, if any:

☐ FIRST LOAN of approximately \$ payable at \$ per month, with interest currently at % ☐ fixed rate ☐ other Assumption Fee, if any, not to exceed

☐ SECOND LOAN of approximately \$ payable at \$ per month, with interest currently at % ☐ fixed rate ☐ other Assumption Fee, if any, not to exceed

SELLER shall within business days (five [5] if left blank) of acceptance provide BUYER with copies of appropriate documents assumed or taken subject to. Within business days (five [5] if left blank) of receipt thereof BUYER shall in writing notify SELLER of his/her approval or disapproval of such terms of the aforementioned documents. SELLER shall furnish BUYER a current loan information statement of the above loan(s) within business days (ten [10] if left blank) of acceptance. In the event of Assumption, BUYER shall use his/her best efforts to obtain the consent of the lender of record to assume the above loan(s) within business days (twenty [20] if left blank) of acceptance, or waive this condition in writing. All charges related to such assumption shall be paid by the ☐ BUYER ☐ SELLER ☐ Shared Equally.

☐ ASSUMPTION of FHA/VA Loan with Release of Liability. BUYER shall assume SELLER's potential indemnity liability to the U.S. Government for the repayment of the loan. BUYER is also VA qualified and ☐ will or ☐ will not reinstate SELLER's VA eligibility.

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

BUYER Signature John C. Raynor

BUYER Signature

BUYER (Print Name)

BUYER (Print Name)

Date 3-1-12 Time 10:14 AM

Date Time

SELLER Signature

SELLER Signature

SELLER (Print Name)

SELLER (Print Name)

Date Time

Date Time

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RE-17 FINANCING ADDENDUM

Page 1 of 1

Company: Century 21 Whitewater Clark

Provided by: Gary Ruckols

SIN: ECP5-06376

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