



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 11, 2018

THOMAS P PETERS
6140 E HAYDEN LAKE RD
HAYDEN ID 83835

RE: Change of Ownership for 95-9037

Dear Mr. Peters:

I am returning your Notice of Change in Water Rights Ownership because we cannot accept a Real Estate Purchase and Sale Agreement as a conveyance document. It is not the same as a contract of sale of property; it is a preliminary document stating terms and conditions for the purchase of property. Please provide a copy of the signed and notarized Warranty Deed and re-submit the paperwork. As soon as I received it, I will be more than happy to process the ownership change.

If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Dawn R. Lenon".

Dawn R. Lenon
Technical Records Specialist I

Enclosure(s): Original Notice of Change in Water Right Ownership 95-9037

RECEIVED

APR 11 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-9037	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: KAY E CUMMINS
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): THOMAS P. PETERS
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 6140 E. HAYDEN LAKE RD HAYDEN ID 83835
Mailing address City State ZIP
- 224-234-1958 Tom @ Tom PETERS . US
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: JUNE 14, 2017
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.

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

8. Signature: [Signature] 4/11/2018
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____
Approved by _____ Processed by _____ Date _____

0	5	4	3	2	1
7	6	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.

Notes:

02/23/11 - ET
P1n of 0-3520-005-007-A combined w/ 51N033A-00-1900
51N033A-00-2000 (empty in cell 11)
02/23/12 - ET
P1n of 0-3520-005-041-1 combined w/ 0-3520-005-1900 (A) and 0-3520-005-1712 (12)
A is recombined as the 02/23/12 (12)
06/28/13 - ET
P1n of 0-3520-005-1900 combined w/ 0-3520-005-007-A (14)
07/25/13 - GP
0-3520-005-17A combined w/ 018A (14)
10/24/13 - TH
0-3520-005-17A & 022-0 placed into FERNBANK TWO (14)

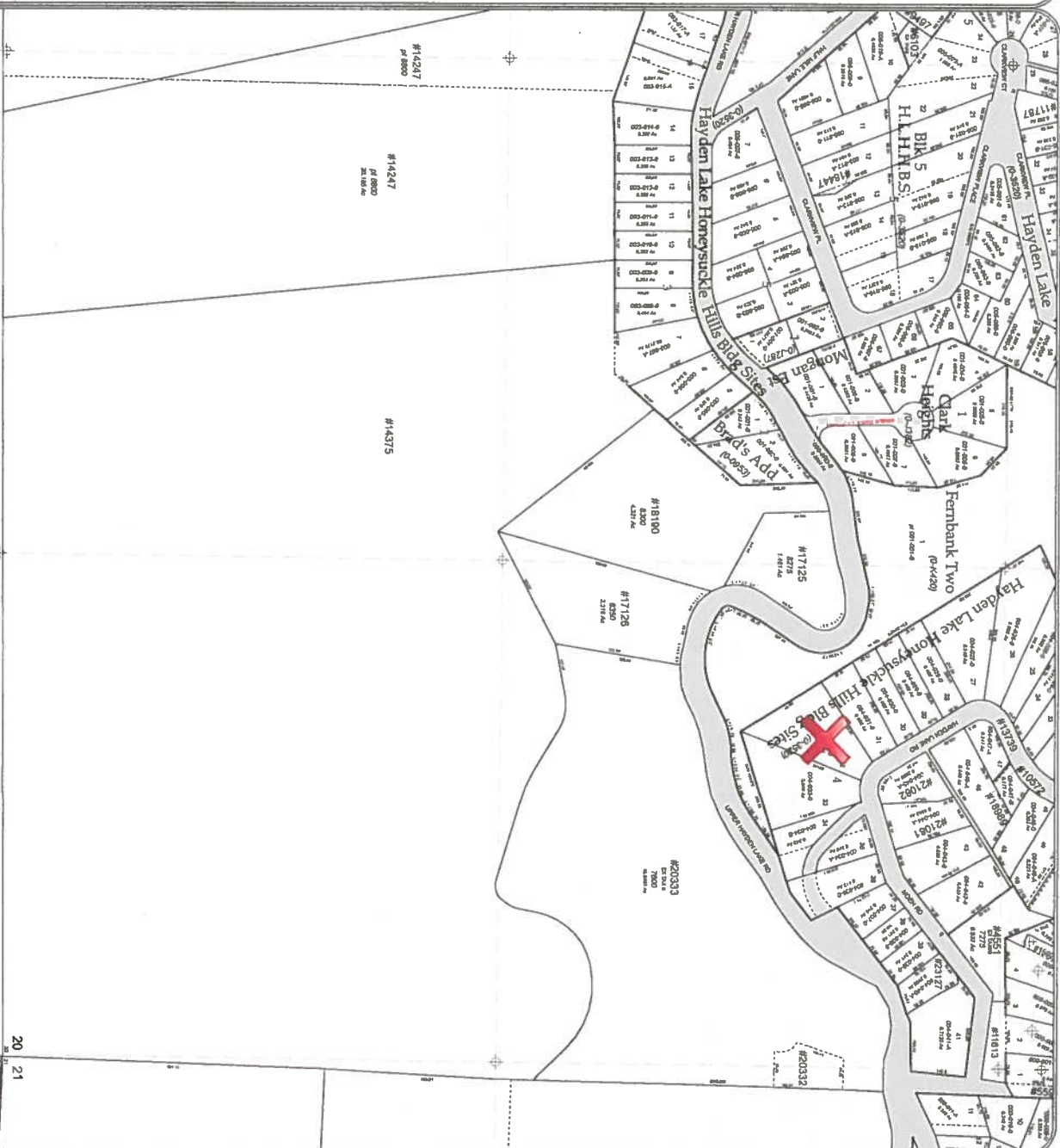
THIS SKETCH IS FURNISHED WITHOUT CHARGE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES AND FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR INACCURACIES THEREIN.

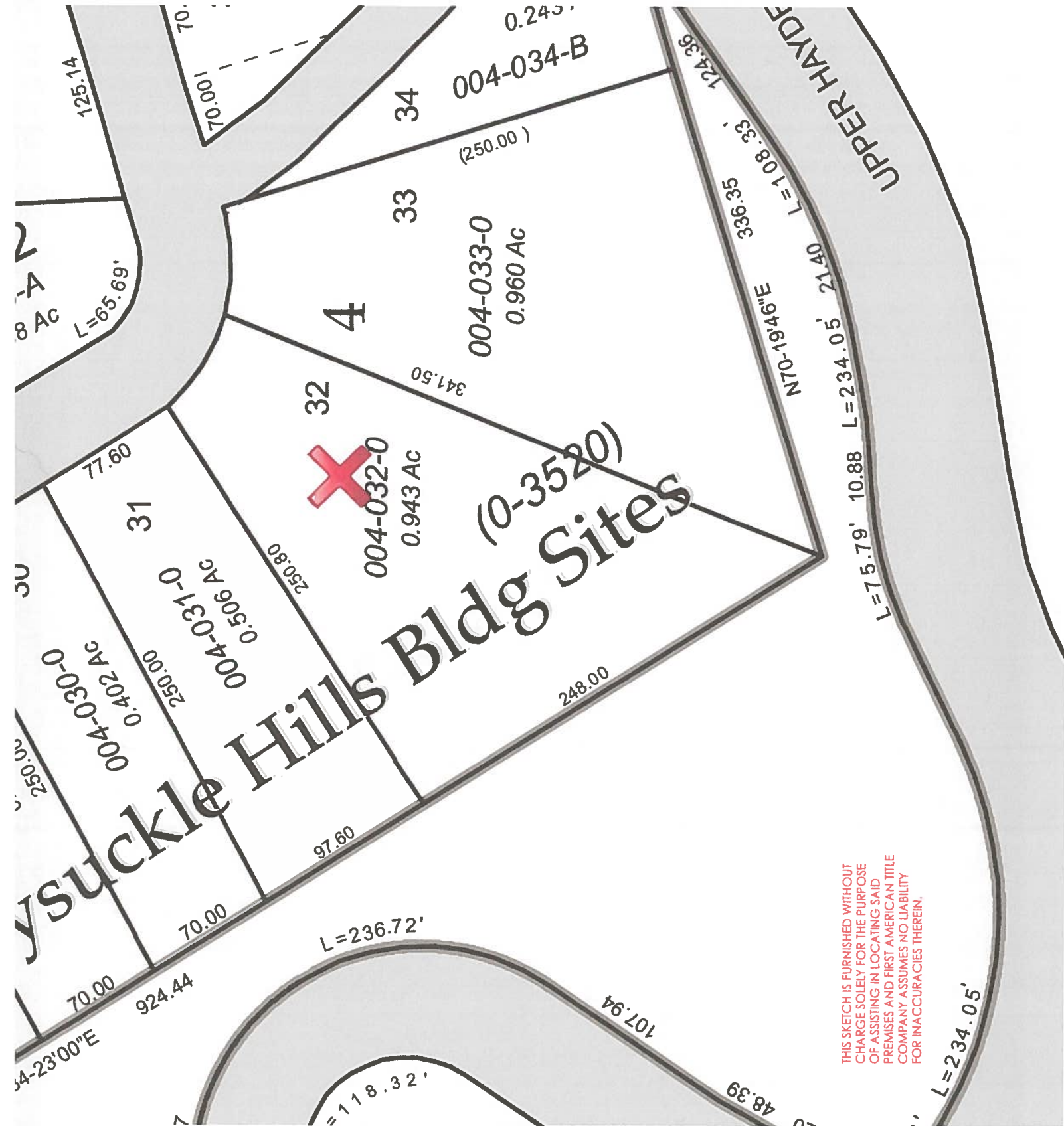
Partial identification number (PIN) are computed as follows:

Pincode	Subcode and Postal Code	Routing PIN
00000	00-00000-00	0000000000000000
00001	00-00001-00	0000000000000001
00002	00-00002-00	0000000000000002
00003	00-00003-00	0000000000000003
00004	00-00004-00	0000000000000004
00005	00-00005-00	0000000000000005
00006	00-00006-00	0000000000000006
00007	00-00007-00	0000000000000007
00008	00-00008-00	0000000000000008
00009	00-00009-00	0000000000000009
00010	00-00010-00	0000000000000010
00011	00-00011-00	0000000000000011
00012	00-00012-00	0000000000000012
00013	00-00013-00	0000000000000013
00014	00-00014-00	0000000000000014
00015	00-00015-00	0000000000000015
00016	00-00016-00	0000000000000016
00017	00-00017-00	0000000000000017
00018	00-00018-00	0000000000000018
00019	00-00019-00	0000000000000019
00020	00-00020-00	0000000000000020
00021	00-00021-00	0000000000000021
00022	00-00022-00	0000000000000022
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00078	00-00078-00	0000000000000078
00079	00-00079	

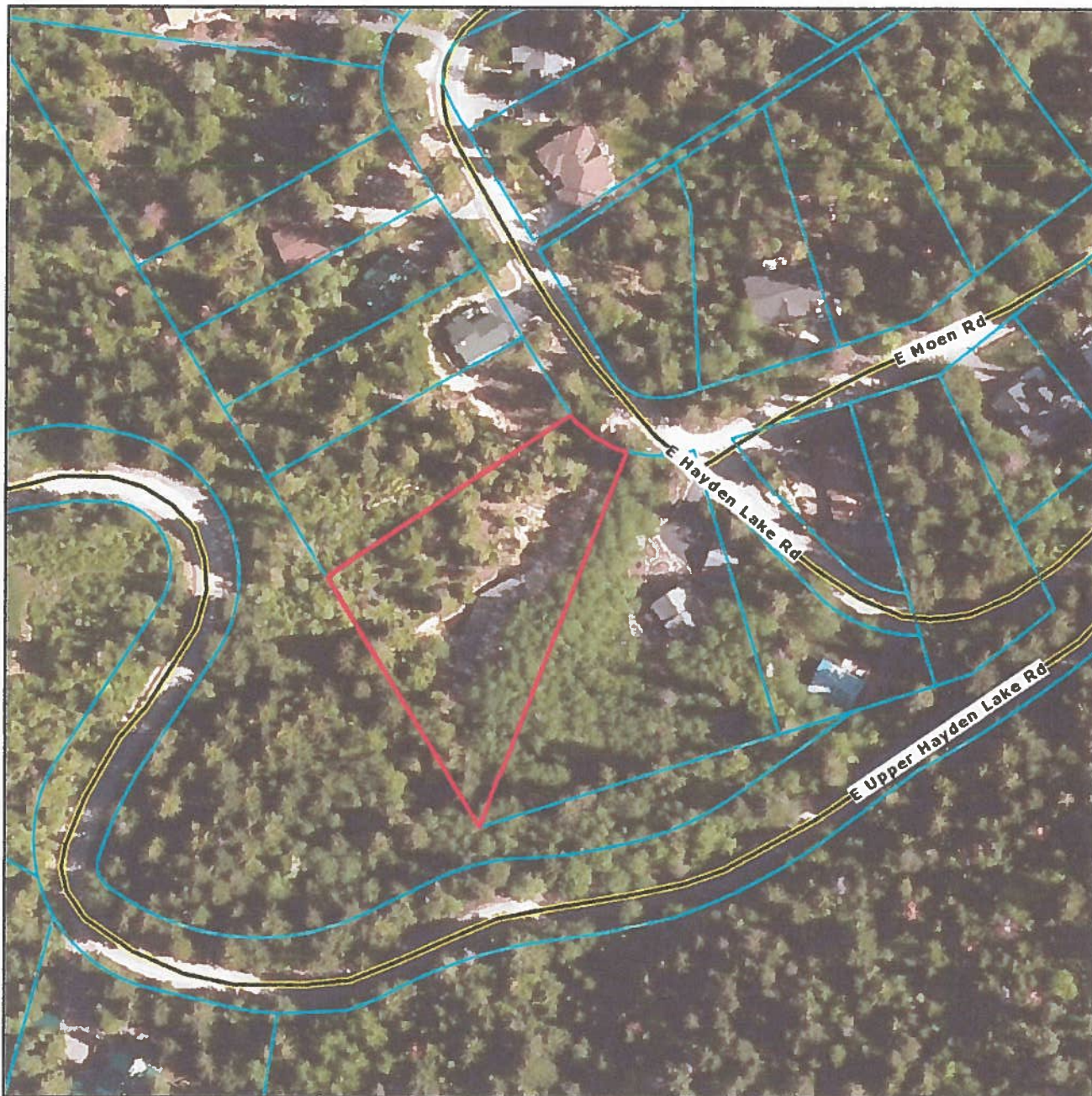
Legend

(C-5357) Sub-code ☐ TraPParcels ☐ Private Roads ☐ City Limits
 001-001-A Parcel ID# (PIN) LegalAddress Plat Boundaries GCDB_Comments
 Road RW Road Railroad GCDB_Lines





THIS SKETCH IS FURNISHED WITHOUT
CHARGE SOLELY FOR THE PURPOSE
OF ASSISTING IN LOCATING SAID
PREMISES AND FIRST AMERICAN TITLE
COMPANY ASSUMES NO LIABILITY
FOR INACCURACIES THEREIN.



First American Title Company
1866 N. Lakewood Drive
Coeur d'Alene, ID 83814
Phone: 208-667-0567
Fax: 208-667-0832

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geoAdvantage
www.sentrydynamics.net



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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

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

JULY 2016
EDITION



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ID#06142017A

DATE June 14, 2017

LISTING AGENCY Century 21

Office Phone # 208-765-5554

Fax # (208) 765-5808

Listing Agent Heather Potter

E-Mail heather@212goldchoice.com

Phone # 208-691-0084

SELLING AGENCY Windermere Coeur d Alene Realty Inc

Office Phone # 208-664-9221

Fax # 208-666-1435

Selling Agent Randy Henley

E-Mail randyhenley@me.com

Phone # 208-641-5825

1. BUYER: Thomas P. Peters

(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 6140 E Hayden Lake Road

City Hayden County, ID, Zip ID

legally described as:

H L HONEYSUCKLE HILLS BLDG SITES, LT 32 BLK 4

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

2. \$340,000.00 PURCHASE PRICE: Three Hundred Forty Thousand Dollars And Zero Cents

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

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

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

(A). \$1,500.00 EARNEST MONEY: BUYER hereby deposits One Thousand Five Hundred Dollars And Zero Cents

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 or ☐ other

and shall be held by: ☐ Listing Broker ☐ Selling Broker ☒ other Pioneer Title for the benefit of the parties hereto.

THE RESPONSIBLE BROKER SHALL BE: Windermere Coeur d Alene Realty, Inc.

(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 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

Cash proceeds from another sale: ☐ Yes ☒ No

(C). \$321,000.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$321,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER with interest not to exceed 4.50% for a period of 30 year(s) at: ☒ Fixed Rate ☐ Other

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

SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate ☐ Other

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within 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 an

appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at

BUYER'S request. 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.

If such written confirmation required in 3(B) or 3(C) 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 5 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.

(D). \$ 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). \$17,500.00 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.

BUYER'S Initials (JPP) Date 06/14/2017 6:55 PM PDT SELLER'S Initials (JT) Date 06-15-2017

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JULY 2016 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

Serial#: 092960-200149-7488983

Prepared by: Randy Henley, Windermere Coeur d Alene Realty, randyhenley@me.com, 208-664-9221

Electronically Signed using eSignOnline™ [Session ID : 2970965c-3a72-443c-ae2b-3ec3611e8668]

formsimplicity

PROPERTY ADDRESS: 6140 E Hayden Lake Road

ID#: 06142017A

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

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

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: RO Combo-Gas/Elec; Grill Top; Refrigerator; Dishwasher; Microwave; Disposal; Washer; Electric Dryer; Gas Hot Water

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

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

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

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

(A). PRELIMINARY TITLE COMMITMENT: Within 6 business days (six [6] if left blank) of final acceptance of all parties ☐ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____ business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set 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 the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Pioneer Title Company _____ Title Company located at 100 E. Wallace Ave, Coeur d'Alene ID 83814 shall provide the title policy and preliminary report of commitment.

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

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

BUYER'S Initials (JPP) (_____) Date 06/14/2017 6:55 PM PDT SELLER'S Initials (JT) (_____) Date 06-15-2017

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JULY 2016 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 2 of 7

Serial#: 092960-200149-7488983

Prepared by: Sandy Hendon, I. Mendemeyer, CFA Realty, I. mendemeyer@ms.com, I. 2088640224

formsimplicity

Electronically Signed using eSignOnline™ [Session ID : 2970965c-3a72-443c-ae2b-3ec3611e8668]

PROPERTY ADDRESS: 6140 E Hayden Lake Road

ID#: 06142017A

10. INSPECTION:

(A). BUYER chooses ☒ to conduct inspections ☐ not to conduct inspections. If BUYER chooses not to conduct inspections, skip Section 10B. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as "Buyer's Inspection Contingency." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed, BUYER shall, within 9 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on business days (two [2] if left blank) of acceptance 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. 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. ☐ In the event this offer is subject to a short sale approval by a mortgage company, the time frame for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

Additional inspections/timeframes:

(B). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections 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 termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
- 3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may proceed under 10(B)(4) below.
- 4). If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
- 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.

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

11. LEAD PAINT DISCLOSURE: The subject PROPERTY ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards 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 shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

BUYER'S Initials (JP) Date 06/14/2017 6:55 PM PDT SELLER'S Initials (JT) Date 06-15-2017

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JULY 2016 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 3 of 7

Serial#: 092960-200149-7488983

Prepared by: David M. Taylor, 1. Madamson CofA, 2. Taylor, 1. davidm@idahoarealtors.com, 1. 2085640224

Electronically Signed using eSignOnline™ [Session ID : 2970965c-3a72-443c-ae2b-3ec3611e8668]

formsimplicity

PROPERTY ADDRESS: 6140 E Hayden Lake Road

ID#: 06142017A

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.

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 N/A business days (five [5] if left blank) but in no event shall such time period exceed that time period set forth for inspections in Section 10, to review any 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, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

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

17. 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 unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within 10 business days (ten [10] if left blank) prior to closing.

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

Upon closing SELLER agrees to pay EITHER _____% (N/A if left blank) of the purchase price OR \$5,000.00 (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but is not limited to those items in BUYER columns marked below.

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

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

BUYER'S Initials (JPP) Date 06/14/2017 6:56 PM PDT SELLER'S Initials (LT) Date 06-15-2017

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Serial#: 092960-200149-7488983

Prepared by: Randy Haden, 1. Mindstorm C&A Realty, 1. randyhaden@ms.com, 1. 2085540224

formsimplicity

PROPERTY ADDRESS: 6140 E Hayden Lake Road

ID#: 06142017A

19. 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.

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

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

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

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

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

25. 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.

26. 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.

27. 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."

28. 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.

29. 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.

30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing 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

BUYER'S Initials (JPP) Date 06/14/2017 6:56 PM PDT SELLER'S Initials (JT) Date 06-15-2017

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Serial#: 092960-200149-7488983

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PROPERTY ADDRESS: 6140 E Hayden Lake Road

ID#: 06142017A

and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

31. 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.

32. "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.

33. 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.

34. 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.

35. 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) July 28, 2017.

The parties agree that the CLOSING AGENCY for this transaction shall be Pioneer Title Company

located at 100 E. Wallace Ave. Coeur d Alene ID 83814

If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

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

37. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____.

BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ Not Applicable. Dollar amount may be determined by SELLER's supplier.

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.

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) June 15, 2017 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

BUYER'S Initials (JPP) (_____) Date 06/14/2017 6:56 PM SELLER'S Initials (JT) (_____) Date 06-15-2017

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Serial#: 092960-200149-7488983

Prepared by: Randy Hender, 1. Mendocino C&A Realty, 1. mendocino@mcma.com, 1. 2088540221

Electronically Signed using eSignOnline™ [Session ID : 2970965c-3a72-443c-ae2b-3ec3611e8668]

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ID#: 06142017A

43. BUYER'S SIGNATURES:

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

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

BUYER Signature Thomas P. PetersBUYER (Print Name) Thomas P. PetersDate 06/14/2017Time 6:58☐ A.M. ☒ P.M.

Phone # _____

Cell # _____

Address _____

E-Mail _____

Fax # _____

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

BUYER Signature _____

BUYER (Print Name) _____

Date _____

Time _____

☐ A.M. ☐ P.M.

Phone # _____

Cell # _____

Address _____

E-Mail _____

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

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

SELLER Signature John Tomasch

SELLER (Print Name) _____

Date 06-15-2017 8:20 AM PDT

Time _____

☐ A.M. ☐ P.M.

Phone # _____

Cell # _____

Address _____

E-Mail _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature _____

SELLER (Print Name) _____

Date _____

Time _____

☐ A.M. ☐ P.M.

Phone # _____

Cell # _____

Address _____

E-Mail _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____

If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

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Serial#: 092960-200149-7488983

Prepared by: Randy Hinkle, 1. Mindemore C&A Realty, 1. randy.hinkle@mc.com, 1. 208540721

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Electronically Signed using eSignOnline™ [Session ID : 2970965c-3a72-443c-ae2b-3ec3611e8668]

**ADDENDUM #1**

(All addendums shall be numbered sequentially.)

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RE-11 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.

1 Today's Date: 06-15-20172
3 This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____4 ("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is
5 being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).6
7 **AGREEMENT DATED:** June 14, 2017ID # 06142017A8
9 **ADDRESS:** 6140 E. Hayden Lake Rd. Hayden ID 8383510
11 **BUYER(S):** Thomas P. Peters12
13 **SELLER(S):** John Tomasch14
15 The undersigned parties hereby agree as follows:16 **1. Commissions to be paid on purchase price of \$335000. No commissions paid on closing costs.**

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44 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
45 Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior**
46 **Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement
47 is made an integral part of the aforementioned Agreement.

48
49 **BUYER:** _____ **Date:** _____50
51 **BUYER:** _____ **Date:** _____52
53
54 **SELLER:** John Tomasch **Date:** 06-15-2017 8:20 AM PDT55
56 **SELLER:** _____ **Date:** _____

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RE-11 ADDENDUM

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Serial#: 050109-500149-7538979

Prepared by: Heather Potter | Century 21 Beutler & #38; Associate | heather.nidahomes@gmail.com | 2087655554

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