

11/14/2006

NOTICE OF ERROR
REPLY

RECEIVED
DEC 12 2006

DEPARTMENT OF
WATER RESOURCES

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 8, 2006

Water right number: 67-14706

LAURA Z PERKINS
PO BOX 276
NEW MEADOWS ID 83654
Telephone Number: (208)253-4924

DAVID E PERKINS
PO BOX 276
NEW MEADOWS ID 83654
Telephone Number: (208)253-4924

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 12-7-06

SIGNATURE:

Please print your name:

Laura Perkins

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

SCANNED

DEC 13 2006

04/14/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 67-14706

NAME AND ADDRESS: MC ALVAIN CONSTRUCTION INC
5559 W GOWEN RD
BOISE ID 83709

SOURCE: WEISER RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.100 CFS

PRIORITY DATE: 05/31/1884

POINT OF DIVERSION:

T17N R01W S4 SENENE Lot 1 Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.100 CFS

PLACE OF USE: IRRIGATION Within ADAMS County

T17N R01W S14	SWNW	3.20	T17N R01W S15	SENE	1.10
---------------	------	------	---------------	------	------

4.3 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.



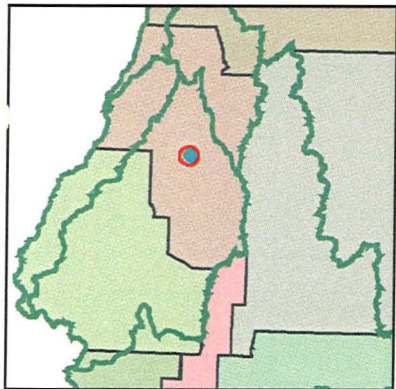
Idaho Department of Water Resources

Adjudication Claim:

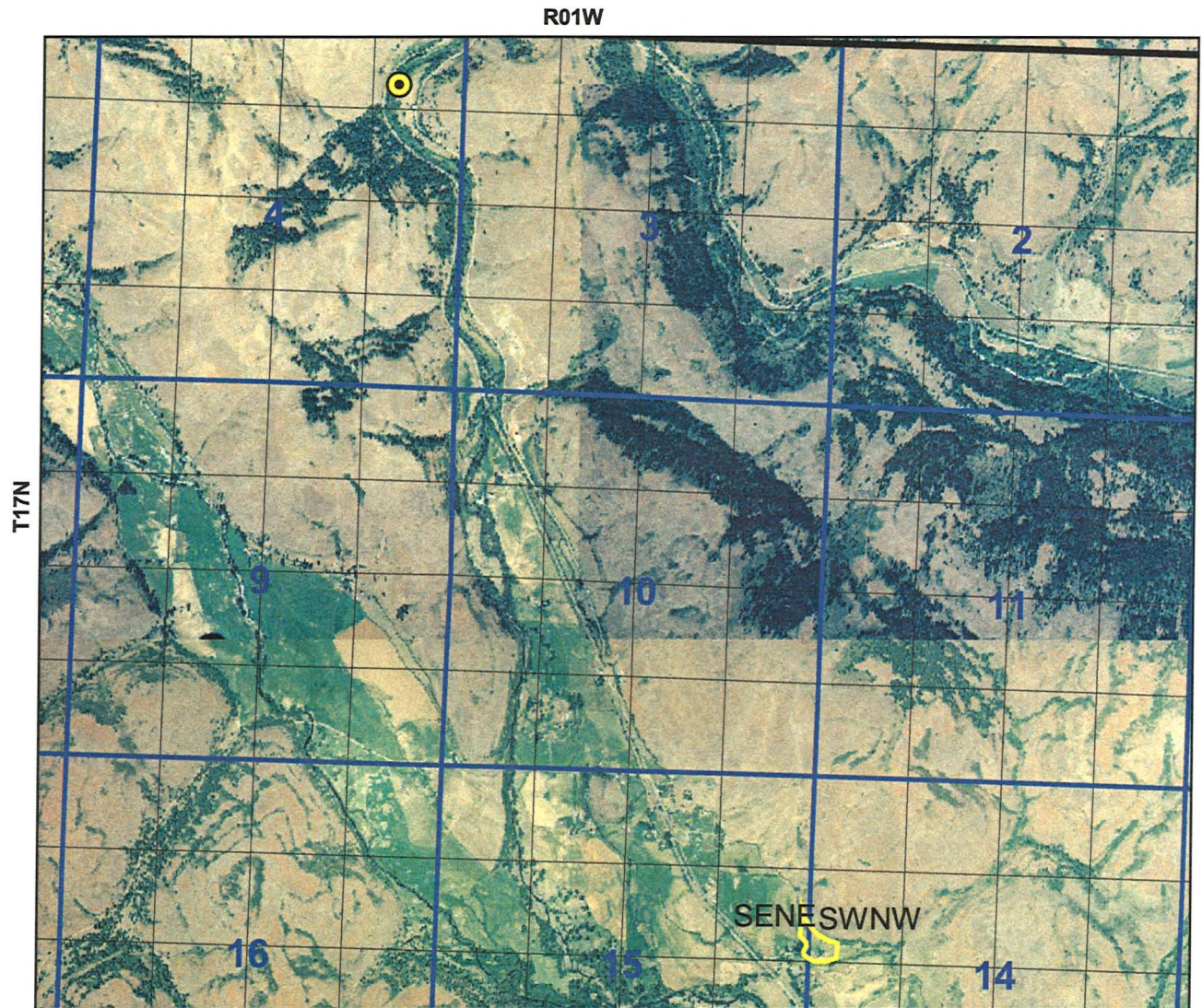
67-14706

Legend

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



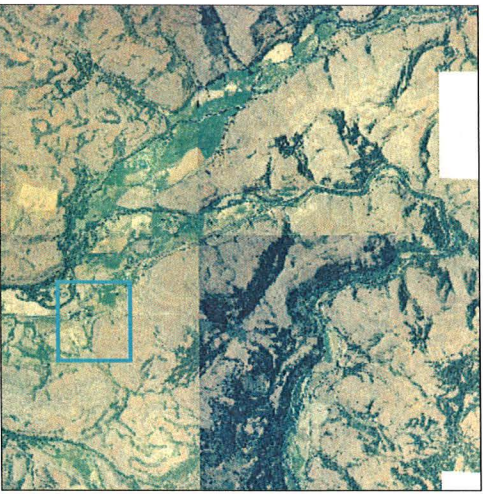
Adams County
IDWR Basin 67



0 1 2 Miles

Prepared by C. Saxton
On Friday, April 14, 2006
1987/88 Aerial Photography

67-14706



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14706 V1

Summary	4/14/2006 10:06:37 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (Yes) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
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Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14706 V1

WATER RIGHT NUMBER: 67-14706 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LESTER I MC MAHAN
Current Owner	FRUITVALE, ID 83620 MC ALVAIN CONSTRUCTION INC 5559 W GOWEN RD BOISE, ID 83709 (208)362-2125

Priority Date: 05/31/1884

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
WEISER RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.100 CFS	
	<u>Total Diversion:</u>	0.100 CFS	

Location of Point(s) of Diversion

WEISER RIVER	L1 (SE1/4NE1/4NE1/4)	Sec. 4,	Twp 17N,	Rge 01W, B.M.
ADAMS County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
17N	01W	14							3.2										3.2
17N	01W	15				1.1													1.1

Total Acres: 4.3

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14706 V1

Comments:

1. csaxton 4/14/2006 Ownership

Comment: Met with Doug McAlvain 4-13-06. He was the previous owner of this property. He confirmed the POU and POD. He also confirmed that the Ziniti property was the property that this claim/water right is applicable to.

2. csaxton 4/14/2006 Combined right

Comment: This right is a combination of decreed right 67-56 and a portion of decreed right 67-50. Water master records verify claimed diversion rate and place of use.

3. csaxton 4/14/2006 Diversion Rate

Comment: This claim is for a combination of two rights decreed in Muir vs. Allison. Muir vs. Allison decreed rights with a duty of water at 5/8 inches per acre. The actual use is 5 inches on 4.3 acres. This is 0.023 inches per acre. Since the POU is 5 acres or less, IDWR can recommend up to 1.5 inches (or 0.03 cfs) per acre. Recommend diversion rate as claimed and historically delivered. The POU has been consolidated.

4. csaxton 4/14/2006 Priority Date

Comment: The claim represents a combination of 67-56 and 67-50. Both claims have the same priority date.

5. csaxton 4/14/2006 Copied From Claim (1)

Comment: This right was renumbered to right 67-14706 .

6. csaxton 4/14/2006 Copied From Claim (2)

Comment: THIS WATER FORMERLY CARRIED IN THE GLENN-MC MAHAN DITCH AND IS NOW CARRIED IN THE ROBERTSON-SEAVEY DITCH. AS CLAIMED HERE THIS RIGHT IS COMBINED WITH A 1" PORTION OF DECREED RIGHT 67-00050 WHICH HAS THE SAME PRIORITY AS 67-00056 AND WAS DECREED ORIGINALLY TO I. MC MAHAN FOR PROBABLY THE SAME LANDS.

7. csaxton 4/14/2006 Copied From Claim (3)

Comment: This right is renumbered from former right 67-56 .

8. csaxton 4/14/2006 Ditches

Comment: Glenn-McMahn ditch is now the same as the Robertson-Sevey ditch.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector:

Water District Number: 67

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	4/14/2006 9:34:24 AM	csaxton			Active
Priority Date	4/14/2006 9:35:31 AM	csaxton			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14706 V1

POD	4/14/2006 9:38:57 AM	csaxton	Active
POU	4/14/2006 9:42:13 AM	csaxton	Active
Use	4/14/2006 9:42:23 AM	csaxton	Active
Season	4/14/2006 9:45:27 AM	csaxton	Active
Quantity	4/14/2006 9:47:35 AM	csaxton	Active
Summary		04/14/2006 csaxton	Active
Source	4/14/2006 10:12:54 AM	csaxton	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POD	4/14/2006 9:38:56 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
Contacts	4/14/2006 9:34:23 AM	csaxton	(No) 1. Do you want to schedule an appointment? Comment for 1: Contact with claimant (which actually is not the current owner of the property) on 4-13-06.
General	4/14/2006 9:35:30 AM	csaxton	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POU	4/14/2006 9:42:12 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (No) 6. Can the claimed POU be verified using the water right file? (Yes) 7. Is there evidence that there has been a change in the POU? (Yes) 8. Can the claim be verified as an accomplished transfer? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 8 - Recommended in a QQ that was not decreed. Description for Question 13 - Using water master delivery records.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14706 V1

POD	4/14/2006 10:40:59 AM	csaxton	Updated PLS
POU	4/14/2006 10:42:07 AM	csaxton	Updated shape for Active POU
POU	4/14/2006 10:42:14 AM	csaxton	Updated PLS for Active POU
POD	4/14/2006 10:40:47 AM	csaxton	Updated shape
Use	4/14/2006 9:42:22 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Source	4/14/2006 10:12:51 AM	csaxton	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
Season	4/14/2006 9:45:26 AM	csaxton	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
Quantity	4/14/2006 9:47:33 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required?

Memorandum

Date: April 14, 2006

To: File 67-56 (to be re-numbered)

From: Craig L. Saxton

RE: Re-number SRBA claim 67-56

This right claims decreed right 67-56 and a portion of decreed right 67-50. Water master delivery records show delivery of 67-56 in full to Ziniti and one inch of water from right 67-50 to Ziniti. Both records show the same parcel.

Page #	Parcel Number	Name	Water in Inches	File #	Original Owner	Priority Date
27	RP17N01W144001	ZINITI, KENNETH	4	56	I MCMAHAN	5/31/84
27	RP17N01W144001	ZINITI, KENNETH	1	50	I MCMAHAN	5/31/84

Per a meeting with Doug McAlvain (previous property owner) on 4-13-06, Ziniti is the new owner of the property.

So there is a total of 5 inches delivered to the claimed POU and there is 5 inches claimed.

This claim needs to be re-numbered so it represents a combination of two decreed rights.

Ownership Note: This claim needs a change of ownership. Per conversation with Doug McAlvain on 4-13-06, if we mail anything to the new owner, Ziniti, it is going to get returned to us because there is something wrong with the mail delivery out there. This has been confirmed in previous attempts to send correspondence. When I spoke with Doug on 4-13-06, he said he was going to see Ziniti and tell him to contact us. I am not sending correspondence about the re-numbering as it will get returned.

Split history for Decreed Right 67-00050

WR History

67-00050	McMahan
0.2	cfs
16	ac
0	af

Claim History

67-00050	McMahan
0.2	
16	
0	

67-00050A	Scism
	0.020
	134.8
	0
67-00050B	McAlvain, Doug
	0.02
	12
	0

This is combined Claim. This represents the portion that is 67-50

67-14706	McAlvain Const
	0.02
	5

Recommendation

67-00050A	Scism	Disallowed
	0.000	
	0	
	0	

67-00050B	McAlvain
	0.02
	1.6

67-14706	McAlvain Const	This is Ziniti
	0.02	
	1.6	

Acrage calculated at 5/8 in per acre as decreed.
The Decreed POU is not the same as the claimed POU
This right is underclaimed

Sum CFS =	0.040
Sum Acre=	146.8
Sum AF =	n/a

Sum CFS =	0.040
Sum Acre=	3.2
Sum AF =	n/a

***Last updated 11-9-05 (csaxton)**

For digital copy of Excel spreadsheet file: See Craig L. Saxton

Un-accounted C	0.160
Un-accounted A	-130.8
Un-accounted A	n/a

Un-accounted CFS =	0.160
Un-accounted Acre =	12.8
Un-accounted AFA =	n/a

Water Master Records - There should be a lot more claims on this right.

Page #	Parcel Number	Name	New Charge 2005	New Charge 2003	Water in Inches	File #	Original Owner	Priority Date
27	7N01W143	MCALVAIN, V	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/31/84
27	7N01W143	IVEY, KENNE	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/1/84
27	7N01W143	CANFIELD, J	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/31/84
27	7N01W144	ZINITI, KENN	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/31/84
26	7N01W154	CARTER, SC	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/31/84
26	7N01W151	JORDAN, JO	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/31/84
26	7N01W157	LITTLE, BAR	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/1/84
26	7N01W157	LUDWIG, ED	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/31/84
26	7N01W143	HOGEN, DAV	\$ 0.80	\$0.70	1	50	I MCMAHAN	5/31/84



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

February 24, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

KENNETH ZINITI
JEANNINE ZINITI

1116 MALVERN CIRCLE RD
LIBERTY LAKE WA 99019-8615

*343-06 Reactor
called. Will send
New Owners
dc form. -ss*

RECEIVED
MAR 10 2006
DEPARTMENT OF
WATER RESOURCES

RE: Snake River Basin Adjudication (SRBA)
Notice of Change in Water Right Ownership
Notice of Claim to a Water Right #67-56

*re cord modified
3-21-06*

Dear Claimants:

Mail we sent to you was returned undeliverable. We have enclosed the returned mail. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, list any other water rights you have, and return this letter by March 13, 2006. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water right claim(s) referenced above, please call this office toll-free at 1/800-451-4129 so we can contact the new owner(s) regarding their water right(s) and updating our records.

** We no longer own this
property.*

Sincerely,

Sally Sherman
Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosure:

Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Jeannine M Ziniti
Water Right Holder's Signature

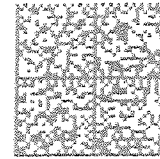
(509) 928-9581

Telephone No.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
322 East Front Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
EAGLE
PINEY BOWES
02 1A \$ 00.29³
0004389390 FEB 09 2006
MAILED FROM ZIP CODE 83702

67-56

ZINI 304

KENNETH ZINITI
JEANNINE ZINITI
2304 MCMAHAN LANE
FRUITVALE ID 83612

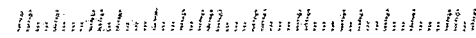
RECEIVED

FEB 14 2006

DEPARTMENT OF
WATER RESOURCES

ZINI304 836122022 1505 06 02/11/06
RETURN TO SENDER
ZINITI
1116 MALVERN CIRCLE RD
LIBERTY LAKE WA 99019-8615
RETURN TO SENDER

LAAGTMS 83612
83720/0098





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

February 8, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

KENNETH ZINITI
JEANNINE ZINITI
2304 MCMAHAN LANE
FRUITVALE ID 83612

RE: CHANGE IN OWNERSHIP FOR SNAKE RIVER BASIN ADJUDICATION (SRBA) 67-56

Dear Water Right Claimant(s):

It has come to our attention that you may have recently purchased a tract of land in Adams County. According to our records, the property to which I am referring was most recently owned by McAlvain Construction Inc. The legal description is as follows:

T17N R01W S14 SW1/4NW1/4
S15 SE1/4NE1/4

This property was filed on in the Snake River Basin Adjudication (SRBA). IDWR is currently in the processing of reviewing the Adjudication claims in basin 67. We recommend that if, in fact, you now own the property in question, and do use the water for the purposes claimed, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a copy of your Warranty Deed and legal description of the property you have purchased.

In addition, I have begun the initial review on 67-56 and am having trouble determining your diversion and irrigation systems, as well as the acreage you irrigate under each claim. On the enclosed map, please mark the location of your diversion(s) from Robertson-Sevey Ditch (or other source), along with some indication of the diversion system (i.e., ditches, sprinklers, etc.) and return it to me at this office. This will better enable me to make a recommendation on this claim.

If you are not the current owner of the property to which the claim is appurtenant, please forward this correspondence to the present owner, or return it to me at the above address.

If you have any questions regarding this matter, please call me at (208) 287-4907.

Respectfully submitted,

Monica P. Van Bussum
Water Resource Agent/GIS Technician
Adjudication Bureau



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 1, 2006

MCALVAIN CONSTRUCTION INC
5551 WEST GOWAN RD
BOISE ID 83709

*returned -
wrong address
MVB 2-8-06*

RE: Snake River Basin Adjudication (SRBA) claim 67-56

Dear Claimants:

Notice of Claim to a Water Right (claim) 67-56 has been filed in the SRBA. I have begun the initial review on this claim and am having trouble determining your diversion and irrigation systems, as well as the acreage you irrigate under each claim. I have enclosed a map of your property. Please mark the location of your diversion(s) from Robertson-Sevey Ditch and mark the acres irrigated, along with some indication of the diversion system (i.e., ditches, sprinklers, etc.) and return it to me at this office. This will better enable me to make a recommendation on this claim.

For your convenience, I am enclosing a printout of the claim report for 67-56. Please feel free to contact me at (208) 287-4907 with any questions and to let me know which option you decide to take.

Respectfully submitted,

Monica VB

Monica P. Van Bussum
Water Resource Agent/GIS Technician
Adjudication Bureau

Return Service Requested

Requested

RECEIVED
FEB 07 2005
DEPARTMENT OF
WATER RESOURCES

5551 WEST GOWAN RD
BOISE ID 83709

**RETURN SERVICE
REQUESTED**



INC
Wrong
address
Please
Return

~~LAAGTMS~~



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 1, 2006

MVB

MCALVAIN CONSTRUCTION INC
5551 WEST GOWAN RD
BOISE ID 83709

RE: Snake River Basin Adjudication (SRBA) claim 67-56

Dear Claimants:

Notice of Claim to a Water Right (claim) 67-56 has been filed in the SRBA. I have begun the initial review on this claim and am having trouble determining your diversion and irrigation systems, as well as the acreage you irrigate under each claim. I have enclosed a map of your property. Please mark the location of your diversion(s) from Robertson-Sevey Ditch and mark the acres irrigated, along with some indication of the diversion system (i.e., ditches, sprinklers, etc.) and return it to me at this office. This will better enable me to make a recommendation on this claim.

For your convenience, I am enclosing a printout of the claim report for 67-56. Please feel free to contact me at (208) 287-4907 with any questions and to let me know which option you decide to take.

Respectfully submitted,

Monica P. Van Bussum
Water Resource Agent/GIS Technician
Adjudication Bureau

Middle Valley Ditch.

Middle Valley Irrigating Ditch Company

Allison Jewell Ditch.

Alexander Allison

Joseph Allison

Eugene Looney

Harry Coon

Smith-Janes-Martin Ditch

B. F. Janes

Marion Smith

Heirs of R H Martin

Post-Weston Ditch.

J Emmett Pfost

Grace Everest

Goldie Abernathy

Fred Jewell

John A Pfost

Farmers Canal.

Mark Winkler

Carrie Winkler

E Hinkle

S A Moudy and E Hinkle

George Gould

Frank Hahn Ditch.

Frank Hahn

Glenn McMahon Ditch.

Isaac McMahon

For Power

Hollie A. McMahon

Samuel E McMahon

William M Glenn

Lester I McMahon

1000/ July 7, 1886 67 0023

700/ Nov. 1, 1887 67 0024

500/ May 1, 1889 67 0025

68/ July 4, 1882 67 0026

54/ May 1, 1902 67 0027

100/ July 4, 1882 67 0028

100/ July 4, 1882 67 0029

165/ July 4, 1882 67 0030

10/ July 4, 1886 67 0031

71163 90/ July 4, 1886 67 0032

18342 90/ July 4, 1886 67 0033

125/ May 6, 1884 67 0034

25/ May 6, 1884 67 0035

50/ Aug. 27, 1910 67 0036

50/ Aug. 27, 1910 67 0037

41/ March 25, 1911 67 0038

60/ June 1, 1891 67 0039

19/ June 1, 1891 67 0040

50/ June 1, 1891 67 0041

32/ Jan 1, 1900 67 0042

19/ June 1, 1891 67 0043

82/ June 1, 1891 67 0044

7/ June 1, 1905 67 0045

33/ June 1, 1902 67 0046

38/ June 1, 1903 67 0047

36/ June 1, 1904 67 0048

83/ June 1, 1905 67 0049

10/ May 31, 1884 67 0050

9/ May 1, 1901 67 0051

400/ July 1, 1908 67 0052

4/ June 1, 1884 67 0053

22/ June 1, 1884 67 0054

45/ June 1, 1884 67 0055

4/ May 31, 1884 67 0056

LESTER I McMAHAN: The Southeast Quarter of the Northeast Quarter of Section 15, Township 17 North, Range 1 West Boise Meridian.

GEORGE ROBERTSON: The East half of the Southwest Quarter, the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 10, Township 17 North, Range 1 West Boise Meridian.

LILLIAN G SPOFFORD: The North half of the Northwest Quarter of Section 23 and the Southeast Quarter of the Southwest Quarter of Section 14, Township 17 North, Range 1 West Boise Meridian.

FRUITVALE TOWNSITE COMPANY: The North half of the Northeast Quarter of Section 15, Township 17 North, Range 1 West Boise Meridian.

PHILIP WALSTON: The Southwest Quarter of the Southeast Quarter of Section 10, Township 17 North, Range 1 West Boise Meridian.

G E COX: A tract of four acres in the Northeast corner of the Fruitvale town-site, in Section 15, Township 17 North, Range 1 West Boise Meridian.

A L FREEHAVER and MARGARET R PIKE: The West half of the Southeast Quarter and a strip of land in the West half of the Southwest Quarter adjoining lands above described, all in Section 23, Township 17 North, Range 1 West Boise Meridian.

S D GOSHERT: The West half of the Southwest Quarter of Section 23, and the Northwest Quarter of the Northwest Quarter of Section 26, Township 17 North, Range 1 West.

G T HAMILL: The South half of the Northwest Quarter of Section 23, Township 17 North, Range 1 West Boise Meridian.

E R WINDES: The West half of the Northeast quarter, the East half of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, the North half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 1 West Boise Meridian.

FIRST BANK OF COUNCIL: The East half of the West half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 1 West Boise Meridian.

J J JONES: The East half of the Southwest Quarter of Section 22 and the Northeast Quarter of the Northeast Quarter of Section 27, Township 17 North, Range 1 West Boise Meridian.

T B BIGGERSTAFF: The Southwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter of Section 1, the South half of the Southeast Quarter of Section 2, Township 17 North, Range 1 West Boise Meridian.

ORCHARDS WATER COMPANY: The East half of the Southwest Quarter of Section 14, the Northwest Quarter of the Northwest Quarter of Section 23 and 20 acres in the West half of the Southwest Quarter of the Northwest Quarter of Section 23; all Sec. 22; the South half the North half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 15; the South half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter of Section 10; the North half and the East half of the Northeast Quarter of the Southeast Quarter of Section 21, the South half the North half of the Northeast Quarter and the North half of the Northwest Quarter of Section 16, the Southwest Quarter, the South half and the West half of the Northwest Quarter of Section 9; the East half; the North half of the Southwest Quarter of Section 8; the east half of the Southwest Quarter, the South half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 17; all of Section 20; the West half of the Southeast Quarter and the West half of the Northeast Quarter of Section 19; all in Township 17 North, Range 1 West Boise Meridian.

Trano. #1077

JUL 24 1995

JOHN V. BLOFF

1. BLOFF BLOFF

BOSJ AMBLOH DITCH

43

100

RECEIVED SEP 10 1901

MA 9 1884

GLENN McMAHON DITCH

Isaac McMahon	10	May 31, 1884
	9	" 1, 1901
for power	400	July 1, 1908
Rolie A. McMahon	4	June 1, 1884
Samuel E. McMahon	22	" " "
W. M. Glenn	45	" " "
Lester I McMahon	4	May 31, "

ROBERTSON SEAVEY DITCH

George Robertson	5	June 1, 1884
	30	" " 1887
S. D. Goshert	38	May 1, 1906
Lester I. McMahon	18	April 1, 1901
G. T. Hamill	25	May 1, 1906
	5	" " 1916
Samuel E. McMahon	1	April 1, 1901
Rolie A. McMahon	22	" " " "
	10	" " " "
Isaac McMahon	4	" " 1905
	4	" " 1901
Lillian G. Spofford	45	" 25, "
E. R. Windes	135	May 1, 1908
	20	" 18, 1910
First Bank of Council	10	" " "
J. J. Jones	8	" 25, "
Fruitvale Townsite Company & its Grantees	30	Sept 23, 1901
Phillip Walstrom	4	May 1, 1906
	4	" 1, 1901
C. E. Cox	21	Sept 23, 1901

DOMLINSON YANTIS DITCH

Mary E. Tomlinson	50	June 13, 1905
E. W. Tomlinson	55	" " "
Sarah Yantis	40	" " "
L. A. Spira	10	" " "
Ralph Yantis	8	Dec. 31, 1908

JUL 24 1906

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 67-14706
Date Received: 1/3/1990
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

LAURA Z PERKINS Phone: (208)253-4924

PO BOX 276
NEW MEADOWS ID USA 83654

DAVID E PERKINS Phone: (208)253-4924

PO BOX 276
NEW MEADOWS ID USA 83654

2. Date of Priority: 05/31/1884

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
17N	01W	4	NE NE NE	ADAMS	

5. Description of diverting works:

DIV.DAM, HEADGATE W/5 MILES GRAVITY DITCH TO P/U.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.1	

7. Total Quantity Appropriated is:
0.1 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
17N	01W	14	SW	NW	IRRIGATION	4
					Section Acres	4
17N	01W	15	SE	NE	IRRIGATION	1
					Section Acres	1
					Total Acres	5

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

THIS WATER FORMERLY CARRIED IN THE GLENN-MC MAHAN DITCH AND IS NOW CARRIED IN THE ROBERTSON-SEAVEY DITCH. AS CLAIMED HERE THIS RIGHT IS COMBINED WITH A 1" PORTION OF DECREED RIGHT 67-00050 WHICH HAS THE SAME PRIORITY AS 67-00056 AND WAS DECREED ORIGINALLY TO I. MC MAHAN FOR PROBABLY THE SAME LANDS.

This right is renumbered from former right 67-56.

This right was renumbered to right 67-14706.

15. Basis of Claim: Decreed

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 67-14706
Date Received: 1/3/1990
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

MC ALVAIN CONSTRUCTION INC Phone: (208)362-2125

5559 W GOWEN RD
BOISE ID USA 83709

2. Date of Priority: 05/31/1884

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
17N	01W	4	NE	NE	NE	ADAMS	

5. Description of diverting works:

DIV.DAM,HEADGATE W/ 5 MILES GRAVITY DITCH TO P/U.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.1	

7. Total Quantity Appropriated is:
0.1 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of	1/4 Lot	Use	Acres
17N	01W	14	SW	NW	IRRIGATION	4
					Section Acres	4

17N	01W	15	SE	NE	IRRIGATION	1
					Section Acres	1
					Total Acres	5

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

THIS WATER FORMERLY CARRIED IN THE GLENN-MC MAHAN DITCH AND IS NOW CARRIED IN THE ROBERTSON-SEAVEY DITCH. AS CLAIMED HERE THIS RIGHT IS COMBINED WITH A 1" PORTION OF DECREED RIGHT 67-00050 WHICH HAS THE SAME PRIORITY AS 67-00056 AND WAS DECREED ORIGINALLY TO I. MC MAHAN FOR PROBABLY THE SAME LANDS.

This right is renumbered from former right 67-56 .

This right was renumbered to right 67-14706 .

15. Basis of Claim: Decreed

16. Signature(s)

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A67-00056
Date Received: 1/03/1990
Receipt No: C013804
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MCALVAIN CONSTRUCTION INC. 208-362-2125
Address: 5551 WEST GOWAN RD.
BOISE, ID 83709

2. Date of Priority: MAY 31, 1884

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
17N	01W	4	NE	NE	NE		ADAMS

5. Description of diverting works:
DIV.DAM, HEADGATE W/ 5 MILES GRAVITY DITCH TO P/U.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.100		

7. Total Quantity Appropriated is:
0.100 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 15.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
17N	01W	14	SW	NW		IRR	4.0
Section Acres							4.0

A67-00056

Page 1

Date: 01/03/90

MICROFILMED
OCT 01 1992

SCANNED
MAY 10 2004

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
17N	01W	15	SE	NE		IRR	1.0
Section Acres							1.0
Total Acres							5.0

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
N/A

14. Remarks:

THIS WATER FORMERLY CARRIED IN THE GLENN-MC MAHAN DITCH AND IS NOW CARRIED IN THE ROBERTSON-SEAVEY DITCH. AS CLAIMED HERE THIS RIGHT IS COMBINED WITH A 1" PORTION OF DECREED RIGHT 67-00050 WHICH HAS THE SAME PRIORITY AS 67-00056 AND WAS DECREED ORIGINALLY TO I. MC MAHAN FOR PROBABLY THE SAME LANDS.

15. Basis of Claim: DECREED

Case Number:
Court :
Decree date:

JOHN T. MUIR

Decree Plaintiff

vs

WILLIAM ALLISON

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am President of

McAlvan Const. Inc., that I have signed the foregoing
Organization
document in the space below as President of

McAlvan Const. Inc. and that the statements contained in the
Organization
foregoing document are true and correct.

W. D. McAlvan
Signature of Authorized Agent

President McAlvan Const. Inc.
Title and Organization

1-3-90
Date

State of Idaho)
County of BOA) SS.

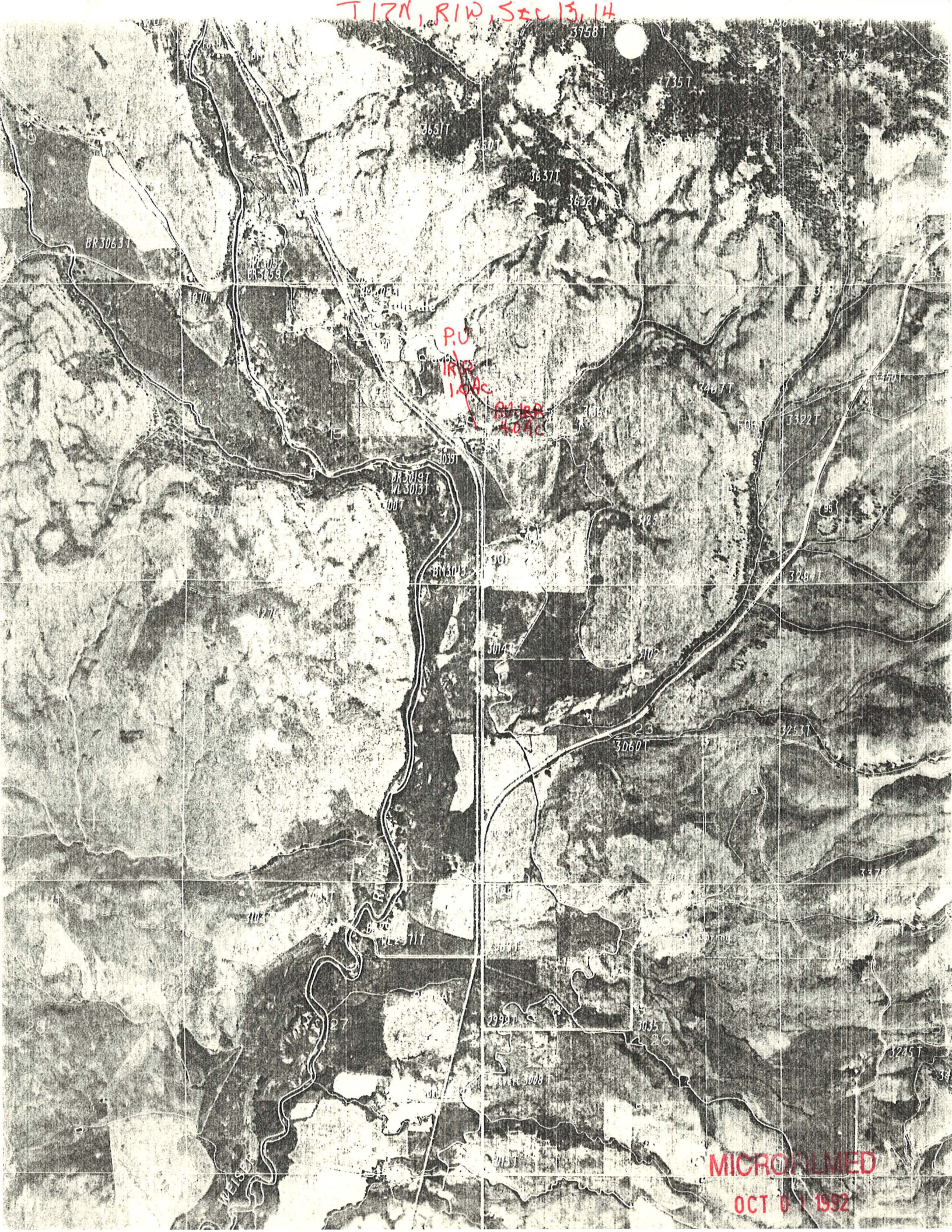
Subscribed and sworn (or affirmed) before me this 3rd day
of JAN 1990

Shirley L. Luthy
Notary Public

Seal

Residing at BOISE, ID
My Commission Expires 11/08/1994

T17N, R1W, SEC 13, 14



MICROFILMED

OCT 0 1952



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 3, 2006

DAVID AND LAURA PERKINS
PO BOX 276
NEW MEADOWS ID 83654

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #67-14706

Dear Claimants:

We have processed your change in ownership of the Notice of Claim referenced above. Thank you for your patience.

Enclosed is a copy of your claim for your file. Please refer to this record number in any future inquiries or correspondence.

If your mail delivery address changes in any form, please contact us in writing so we can update our records to assure you receive important notices concerning your claim.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Technical Section

SS:state

Enclosure:

Copy of Notice of Claim to a Water Right Referenced Above

COPIED
MAY - 3 2006

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	67-14706	-014 29			

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s) Kenneth R. Ziniti and
Jeannine M. Ziniti
4. New Owner/Claimant(s) Laura Perkins and/or David Perkins
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address PO Box 276
- City, State and ZIP Code New Meadows ID 83654
- New Telephone Number (208) 253-4924
5. Date you acquired the property 7-12-05

5-2-06 Called Perkins, obtained their middle initials to avoid duplicate Contact IDs.
 -ms

SCANNED
 MAY - 3 2006

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable) _____
Laura Perkins
David Perkins

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by AS AJ Date 5-3-06 WR _____ Date _____

Ok to change. C. G. Perkins 4-21-06

Craig-

RECEIVED
FEB 21 2006
DEPARTMENT OF
WATER RESOURCES

I've made copies of everything
I can find that shows
ownership and for "Water Shares".
Are "water shares" the same
as "water rights"?

Please let me know if you
need any additional
documentation.

SCANNED
MAY - 3 2006

INSTRUMENT NO. **109515**

WARRANTY DEED

For Value Received, KENNETH R. ZINITI and JEANNINE M. ZINITI, husband and wife

the grantors do hereby grant, bargain, sell and convey unto

~~DAVID PERKINS and LAURA PERKINS husband and wife~~

LAURA PERKINS and DAVID PERKINS, wife and husband
the grantee, whose current address is 3915 Camas, New Meadows, ID 83654

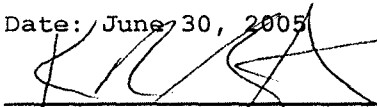
the following described premises, in Adams County, Idaho, to-wit:

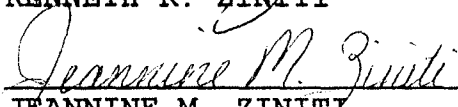
Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho
Sections 14 and 15: A parcel in the SW1/4NW1/4 of Section 14 and the SE1/4NE1/4 of
Section 15 described as follows:

Commencing at the Section corner common to Sections 10, 11, 14 and 15;
Thence South 03°28'13" West 2637.63 feet to the REAL POINT OF BEGINNING;
Thence North 02° (also shown as 00°) 29'49" East 807.31 feet;
Thence North 88°54'20" East 539.25 feet;
Thence South 02°29'49" West 807.31 feet;
Thence South 88°54'20" West 539.25 feet to the REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said
Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantees, that they are the owners in fee simple of said premises; that they
are free from all encumbrances excepting for all easements of record, rights of way,
matters visible, and all matters of record and title and that they will warrant and defend
the same from all lawful claims whatsoever.

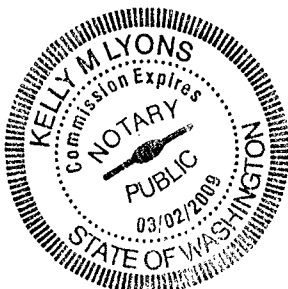
Date: June 30, 2005

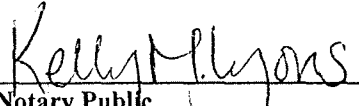

KENNETH R. ZINITI


JEANNINE M. ZINITI

STATE OF WASHINGTON)
: ss
COUNTY OF SPOKANE)

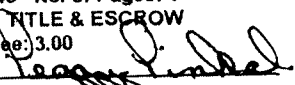
On this 7th day of July, in the year of 2005, before me, a Notary Public in and for said State, personally appeared
KENNETH R. ZINITI and JEANNINE M. ZINITI
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to
me they executed the same.




Notary Public
Residing at: SPOKANE, WA 99218
Commission expires: 3/2/09

#05-430

Instrument # 109515

COUNCIL, ADAMS, IDAHO
2005-07-21 03:20:45 No. of Pages: 1
Recorded for: TIMBERLINE TITLE & ESCROW
MICHAEL FISK Fee: 3.00
Ex-Officio Recorder Deputy 
Index to: DEED

SCANNED
MAY - 3 2006

THIS DOCUMENT IS ISSUED IN DUPLICATE OF WHICH EACH IS AN ORIGINAL.

TIMBERLINE TITLE & ESCROW, INC.
204 Illinois Avenue, P.O. Box 6
Council, Idaho 83612
Phone (208)253-6886 Fax (208)253-6887

RECEIVED
MAY 21 2006
DEPARTMENT OF
WATER RESOURCES

ESCROW CLOSING INSTRUCTIONS #05-430

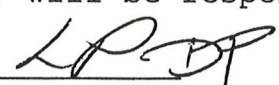
BUYER: LAURA PERKINS and DAVID PERKINS, husband and wife

SELLER: KENNETH R. ZINITI and JEANNINE M. ZINITI, husband and wife

RE: 2304 McMahan Lane, Fruitvale, ID 83620

Please close this transaction based on the following information:

1. TOTAL PURCHASE PRICE: \$275,000.00 DOWN PAYMENT: Total in Cash
(including \$1,000.00 earnest money) due at closing on July 5, 2005.
2. EARNEST MONEY: \$1,000.00 GIVEN TO: COLDWELL BANKER & JOHNSON COMPANY
3. Order Title Insurance from TIMBERLINE TITLE & ESCROW, INC. with the policy amount to be \$275,000.00. The Seller will pay for standard owners' title insurance premium. Buyer accepts title commitment subject to standard exceptions #1 - #6 and printed exceptions #7(2005 Taxes) - #10. Any extended and/or lender's policy, if applicable, will be responsibility of Buyer.



Buyer
4. Order: WARRANTY DEED filled in by TIMBERLINE TITLE & ESCROW, INC.
5. Cost to be paid as follows: Legal Fees: n/a Assumption Fee: n/a
Survey: Seller Closing Costs: Split 50-50 Escrow filing: n/a Recording:
Split Appraisal Fee: Buyer Lender Docs Prep Fee: Buyer Tax Service Fee:
Buyer Flood Certification/Training Fee: Buyer Lender Required Inspection:
Buyer Fuel in Tank-Amount to be Determined by Supplier: Buyer Well
Inspection: Seller Septic Inspections/Pumping: Seller
6. Prorate taxes based on 2004 taxes. Prorate taxes as of July 5, 2005.
Due to proration of taxes, Buyer shall be responsible for taxes for year
2005 when due in December, 2005. Closing Agent shall not be responsible
for any tax categorical changes or increase/decrease in taxes as a result
of this transaction. BUYER TO BE AWARE THAT PROPERTY CURRENTLY HAS A
HOMEOWNER'S EXEMPTION ON IT. IF PROPERTY IS TO BE PRIMARY RESIDENCE, BUYER
MAY APPLY FOR SAME AT THE OFFICE OF THE ADAMS COUNTY ASSESSOR.

PROPERTY CORNERS to be marked to Buyer's satisfaction.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Range/Oven, garbage disposal,
refrigerator, outside storage shed, irrigation pipe, *water shares, and
dishwasher.

SCANNED
MAY - 3 2006

*2 WATER SHARES in the Robertson Seavey Ditch Company to be transferred to Buyers at closing. 2005 assessment of approximately \$60.00 will be assessed to owners at a later date.

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: All of the Seller's personal property.

POSSESSION to occur upon closing. For the purpose of this transaction, 'closing' shall be defined as upon recordation of appropriate documents and availability of closing funds for disbursement.

7. Is this property rented at the current time? No
Rent amount? \$ N/A Paid from N/A to N/A
Is there a deposit to be transferred to Buyer? N/A \$ N/A

8. TIMBERLINE TITLE & ESCROW, INC. does not search for water rights that are not recorded documents in Adams County. We can help transfer the permits if one exists and is presented to us prior to closing, otherwise Buyer and Seller agree to hold Closer harmless of all liability and will transfer the rights outside of closing themselves if any exist. The same shall pertain to any/all mineral and timber rights not of record or those not presented prior to closing.

9. Has any repair work or construction been completed or begun within the last three months? No

If yes, has everything been paid in full? N/A

Any outstanding bills must be presented for payment from closing, paid receipts must be presented along with lien waivers from the contractor.

10. Buyer and Seller hereby agree that all contingencies on earnest money agreement have been completed.

DP LP
Buyer

KRS/Jm3
Seller

11. Commission will be paid to: COLDWELL BANKER JOHNSON & COMPANY at the time of closing and will be deducted from Seller's proceeds.

12. When all documents have been signed and you have received all necessary funds, you are authorized to record the necessary instruments (Warranty Deed), have the title policy issued, and disburse the funds collected in accordance with the closing-settlement statement.

This escrow may be terminated and all papers and money returned to BUYER and SELLER only upon written authorization to you by both buyer and seller or their authorized agents. Any expenses incurred by the escrow agent prior to actual closing may be deducted prior to actual cancellation and termination. If a controversy arises between the parties hereto, or with any third party, the escrow holder shall not be required to arbitrate or determine the outcome, but may hold funds and papers until such controversy is fully settled and the escrow-closing agent shall be held harmless from any damages or interest. All parties agree to reimburse and indemnify Timberline Title & Escrow, Inc. for all attorney fees, court costs, or other expenses incurred as a result of problem.

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that Timberline Title & Escrow, Inc. is not licensed to practice law and no legal advice has been offered by Timberline Title & Escrow, Inc. or any of its employees. I have been further informed that Timberline Title & Escrow, Inc. is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by Timberline Title & Escrow, Inc. to any named attorney or attorneys or discouraged from seeking advice of any

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attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

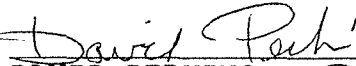
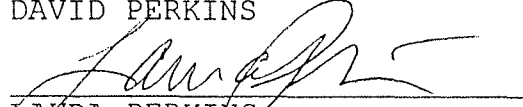
I further declare all instruments to which I am a part, if prepared by Timberline Title & Escrow, Inc., have been prepared under the directions of my attorney or myself, and particularly declare that copying legal descriptions from title reports onto forms of deed, etc. or reforming of legal descriptions or agreements is, or will be solely at my discretion or request.

Any amendments of and/or supplement to any instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Exchange" or the like are attached to these instructions and one or more of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

Timberline Title & Escrow, Inc. has used reasonable commercial efforts to determine that the depository bank and other commercial vendors selected by Timberline Title & Escrow, Inc. are capable of processing transactions without errors due to date field related computer processing errors, including without limitations, "Year 2000" errors. However, Timberline Title & Escrow, Inc. expressly disclaims any liability resulting from date field related computer processing errors, including without limitation, "Year 2000" errors, of third parties upon whom Timberline Title & Escrow, Inc. depends in processing escrows and/or title and over which Timberline Title & Escrow, Inc. has no control.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

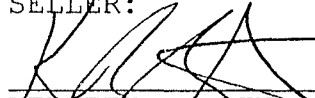
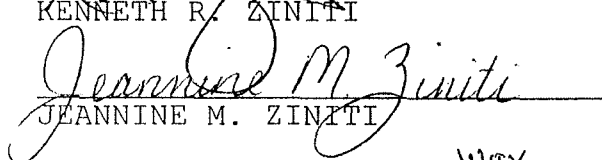
BUYER:


DAVID PERKINS

LAURA PERKINS

Address: 3915 Camas
New Meadows, ID 83654

Tel: 347-3122

SELLER:


KENNETH R. ZINITI

JEANNINE M. ZINITI

Address: 1304 N. Fairfield^{way} Rd.
Liberty Lake, WA 99019

Tel: 509-928-9581

Broker:

COLDWELL BANKER JOHNSON & COMPANY

Date: _____

Date: _____

SCHEDULE A

File No. 100-05-430

Policy No. J-2067139

Amount of Insurance \$275,000.00

Premium \$1,130.00

Reissue Credit: - 188.75

Total Premium: \$ 941.25

Date of Policy: July 21, 2005 at 3:25 p.m.

1. Name of Insured:

LAURA PERKINS and DAVID PERKINS

2. The estate or interest in the land which is covered by the policy is fee simple.

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

LAURA PERKINS and DAVID PERKINS, wife and husband

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

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho
Sections 14 and 15: A parcel in the SW1/4NW1/4 of Section 14 and the
SE1/4NE1/4 of Section 15 described as follows:
Commencing at the Section corner common to Sections 10, 11, 14 and 15;
Thence South 03°28'13" West 2637.63 feet to the REAL POINT OF BEGINNING;
Thence North 02° (also shown as 00°) 29'49" East 807.31 feet;
Thence North 88°54'20" East 539.25 feet;
Thence South 02°29'49" West 807.31 feet;
Thence South 88°54'20" West 539.25 feet to the REAL POINT OF BEGINNING.



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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

ID#31219

DATE 4/22/05

1. REAL ESTATE OFFICES:

LISTING AGENCY <u>COLDWELL BANKER JOHNSON & COMPANY</u>		Office Phone # <u>634-8500</u>
Office Fax # <u>634-7616</u>	E-Mail _____	Other Phone # _____
Listing Agent <u>SHIRLEY BASS</u>	E-Mail <u>sbass@coldwellbanker.com</u>	Phone # <u>630-3413</u>
SELLING AGENCY <u>COLDWELL BANKER JOHNSON & COMPANY</u>		Office Phone # _____
Office Fax # _____	E-Mail _____	Other Phone # _____
Selling Agent <u>SHIRLEY BASS</u>	E-Mail _____	Phone # _____

2. BUYER: B.P. CONSTRUCTION INC. (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS 2304 McMAHAN LANE City COUNCIL ADAMS County, ID, Zip 83612 legally described as: _____

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

3. \$ 275,000.00 PURCHASE PRICE: Two hundred seventy five thousand DOLLARS, payable upon the following TERMS AND CONDITIONS (not including closing costs):

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

\$ 1,000.00 (A). 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 all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the parties hereto. The responsible Broker shall be CRAIG JOHNSON.

(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 35 through 56, fill blanks with N/A (Not Applicable). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within _____ business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

\$ 220,000.00 (C). NEW LOAN PROCEEDS: FIRST LOAN of \$ 220,000.00 not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA ☐ RD ☐ OTHER _____. with interest not to exceed 6 % for a period of 30 year(s) at: ☒ fixed rate ☐ other _____. BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☒ N/A

\$ _____ (D). ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
- ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

LOAN APPLICATION: BUYER ☒ has ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance Within 10 business days 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 in a manner acceptable to the SELLER and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. 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.

\$ 54,000.00 (E). 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 EDP BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 6 PAGES

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PROPERTY ADDRESS: 2304 McMAH LANECO ILID# 31219

5. 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 PROPERTY CORNERS TO BE IDENTIFIED TO BUYERS
SATISFACTION

6. 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 attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all 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, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: RANGE/OVEN, GARBAGE DISPOSAL, REFRIGERATOR, OUTSIDE STORAGE SHED, IRRIGATION PIPE, WATER SHARES

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: ALL OWNERS PERSONAL PROPERTY

7. 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.

8. 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.

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

(B). TITLE COMPANY: The parties agree that TIMBERLINE Title Company located at NEW MEADOWS 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 premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER 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 Homeowner'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 Escrow Holder 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.

9. 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.

* BUYER'S Initials DP X LP) Date 4-25-05 SELLER'S Initials) Date

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PROPERTY ADDRESS: 2304 McMAH LANE CC JIL ID# 31219**10. INSPECTION:**

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 12 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproval of 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.

(B). FHA 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 disapproval of 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 items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3). If the SELLER elects not to correct the disapproved items, 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 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 ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. 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 BUYERS 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 premises, 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.

12. 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.

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

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC& R'S): BUYER is responsible to obtain and review a copy of the CC& R's (if applicable). BUYER has reviewed CC& R's. ☐ Yes ☐ No ☒ N/A

15. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____ ☐ BUYER ☒ SELLER ☒ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ _____ at closing.

16. "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.

PROPERTY ADDRESS: 2324 McMA LANE C CIL ID#: 31219

17. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. **SELLER agrees to pay up to \$ _____ lender required repair costs only.**
BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	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 -- Mortgagee Policy	☒			
Closing Escrow Fee			☒		Additional Title Coverage				☒
Lender Document Preparation Fee	☒				Fuel in Tank -- Amount to be Determined by Supplier	☒			
Tax Service Fee	☒				Well Inspection		☒		
Flood Certification/Tracking Fee	☒				Septic Inspections		☒		
Lender Required Inspections	☒				Septic Pumping		☒		
Attorney Contract Preparation Fee				☒	Survey				
					SURVEY IF NECESSARY		☒		

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

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 3 calendar day(s) 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 premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises 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.

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

21. 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) _____.

The parties agree that the CLOSING AGENCY for this transaction shall be _____.

Located at _____

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

22. 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 and utilities shall be pro-rated as of CLOSING.

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

24. FACSIMILE TRANSMISSION: 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 party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.



BUYER and SELLER acknowledge receipt of copy of this page, which constitutes **PAGE 4 of 6 PAGES**

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PROPERTY ADDRESS: 2304 McMAH LANE CC CIL ID#: 31219

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

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

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

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 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 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.

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. 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.



BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 6 PAGES
 BUYER'S Initials (DP) Date 4-25-05 SELLER'S Initials (X) Date _____

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PROPERTY ADDRESS: 2304 McMAH LANE CC JIL ID#: 31219

33. 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.

34. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

35. 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.

36. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 4/26/05 at (Local Time in which property is located) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

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

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

BUYER Signature Dave Pake

BUYER (Print Name) _____

Date 4-25-05 Time 12:20 ☐ a.m. ☒ p.m.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

BUYER Signature [Signature]

BUYER (Print Name) _____

Date 4-28-05 Time 12:20 ☐ a.m. ☒ p.m.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

38. 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. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

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

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____