

RECEIVED

MAY 10 2022

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 03 2022

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
75-4192A	Yes ☒	Yes ☐		Yes ☐	Yes ☐
75-15030	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Tim and Valerie O'Neill
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mike C. Cancellier and Anna K. Wahl
New owner(s) as listed on the conveyance document Name connector ☒ and ☒ or
- P.O. Box 138 Carmen ID 83462
Mailing address City State Zip
760-330-6870 annakawahl@gmail.com
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: 04/22/2022
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Mike C. Cancellier Title, if applicable: _____ Date: 5/2/2022
Signature of new owner/claimant
Mike C Cancellier
Print name
- Signature: Anna K. Wahl Title, if applicable: _____ Date: 5/2/22
Signature of new owner/claimant
Anna K Wahl
Print name

For IDWR Office Use Only:
Received by: JB Date: 5/3/2022 Receipt No. E048092 Receipt Amt: \$50.-
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9: _____ Approved by: _____ Processed by: _____ Date: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
**INSTRUCTIONS FOR FILING A
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the [Water Right and Adjudication Search](#).

Please note:

- Unlike licensed or decreed water rights, which are real property, water right permits, applications for new water rights, and applications to transfer existing water rights are considered the personal property of the permit holders/applicants. Permit holders and applicants must assign their interest in a permit and/or application to the new owner. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. The fee for an Assignment of Permit is \$25. There is no charge for an Assignment of Application for Permit or Application for Transfer.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.
3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.
4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.
6. If you own the land identified as the water right place of use, mark the box "Yes". If you do not own the land identified as the water right place of use, mark the box "No". If you are filing a change in water right ownership and you do not own the land identified as the place of use for the water right, Idaho Code § 42-248(6) requires you to provide written notice of the change in water ownership to the landowner of record, as identified in the records of the county recorder. If you have provided the required written notice, attach evidence that you have done so. IDWR will return your Notice of Change in Water Right Ownership if you are required to provide written notice to the water right place of use landowner and no evidence is submitted.
7. **REQUIRED ITEMS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the [map tool](#) on IDWR's website. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right.

If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. If you are unsure about the status of your water right in the Water Supply Bank, go to the [Water Supply Bank Lease Search](#), input your water right number, and click "Search.". Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Each of the owners must sign the Lessor Designation form. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s). If your water right is in the Water Supply Bank and you want to release it so you can use it, complete and submit the [Request to Release](#) form. Your water right may not be available for immediate release if rented by another water user.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region
7600 N Mineral Dr, Ste 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098
(208) 287-4800

IDWR Eastern Region
900 N Skyline Dr, Ste A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858
(208) 736-3033



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 602141

FOR VALUE RECEIVED

Timothy M. O'Neill and Valerie J. O'Neill, husband and wife

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

Mike C. Cancellier and Anna K. Wahl, husband and wife

whose current address is

**PO Box 138
Carmen, ID 83462**

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

**Lot 4 of Amended Norton Subdivision No. 2, according to the official plat thereof,
filed for record in Book 6 of Plats at Page 9 Official Records of Lemhi County,
Idaho.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4/21/22

[Signature]
Timothy M. O'Neill
[Signature]
Valerie J. O'Neill

State of Idaho } ss
County of Lemhi }

On this 21st day of April, 2022, before me, Sarah Magyar, a Notary Public in and for said state, personally appeared Timothy M. O'Neill and Valerie J. O'Neill, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Sarah Magyar
Notary Public for the State of Idaho
Residing at: Salmon, ID
Commission Expires: 11-09-2027

SARAH MAGYAR
Notary Public - State of Idaho
Commission Number 20215394
My Commission Expires 11-09-2027

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

8/19/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 75-4192A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TIM O NEILL
Current Owner	VALERIE O NEILL 5844 DUPONT AVE S MINNEAPOLIS, MN 55419
Original Owner	CARMEN E NORTON
Original Owner	VERNA N NORTON PO BOX 69 CARMEN, ID 83462 2087563721
Original Owner	JANET E GOSACK 111 N CHURCH ST SALMON, ID 83467 2087564971
Original Owner	LAWRENCE R GOSACK 320 DIAMOND CREEK LN SALMON, ID 83467

Priority Date: 07/10/1911

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
TOWER CREEK	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.08 CFS	
Total Diversion			0.08 CFS	

Location of Point(s) of Diversion:

TOWER CREEK|SESE|Sec. 08|Township 23N|Range 22E|LEMHI County

Place(s) of use:

Place of Use Legal Description: IRRIGATION LEMHI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
23N	22E	8		SWSE	0.2									
		17		NWNE	2.9									

Total Acres: 3.1

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.

Dates:

Licensed Date:

Decreed Date: 10/30/2009

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: NWD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

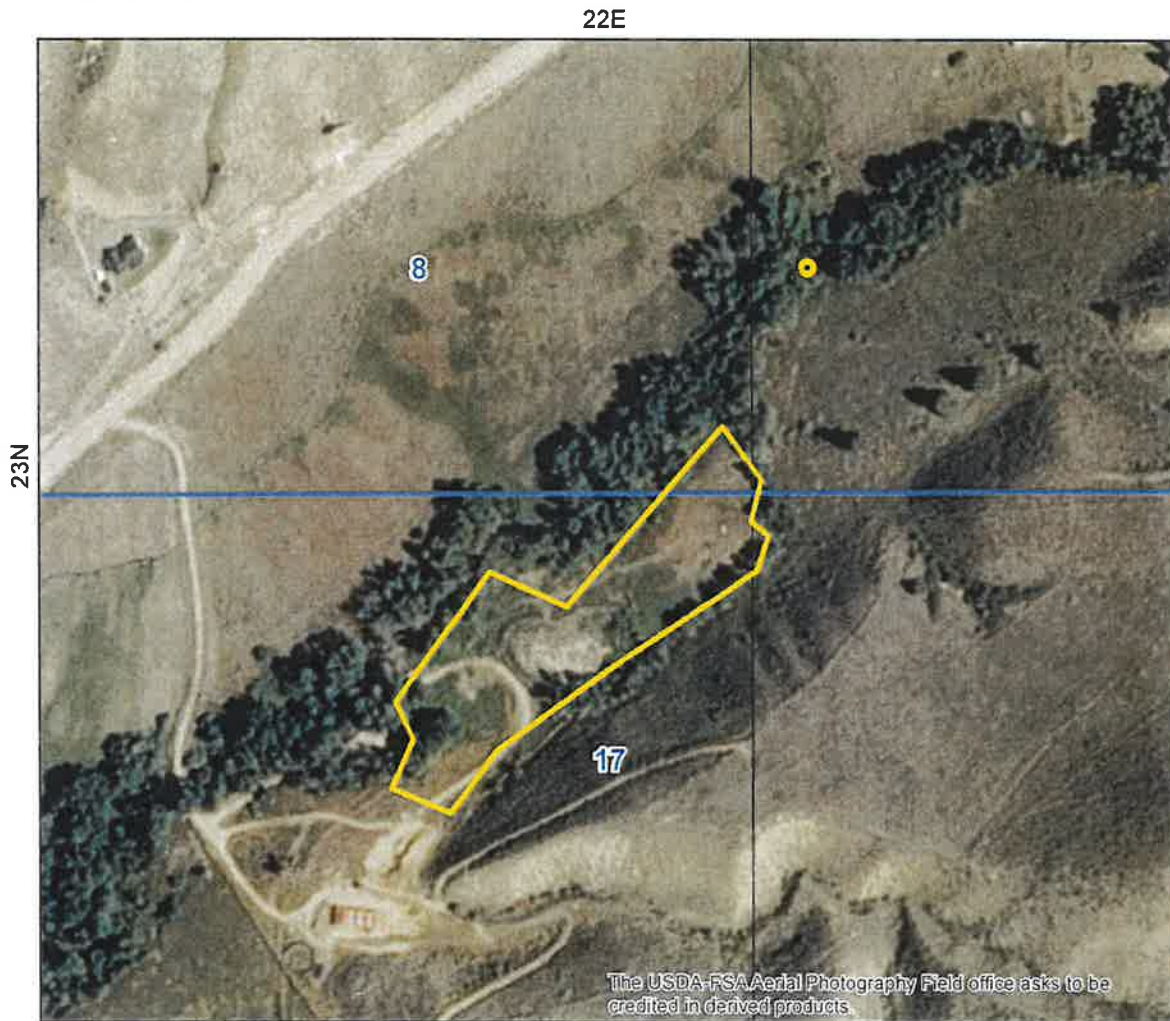
DLE Act Number:

State of Idaho
Department of Water Resources

Water Right
75-4192A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.035 0.07 0.14 Miles



IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

2/1/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Application Report

WATER RIGHT NO. 75-15030

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TIMOTHY ONEILL
Current Owner	VALERIE ONEILL PO BOX 1452 CARMEN, ID 83462-1452 2089931578

Priority Date: 11/22/2021

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	01/01	12/31	0.04 CFS	
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNE|Sec. 17|Township 23N|Range 22E|LEMHI County

DOMESTIC Use:

Number of homes: 1

Number of other uses: Cabin/1

Place(s) of use:

Place of Use Legal Description: DOMESTIC LEMHI County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
23N	22E	17		NWNE										

Dates:

Date Application Received: 11/22/2021

Date Application Denied:

Last Date of Beneficial Use:

Extension End Date:

Protest Deadline Date: 1/24/2022

Number of Protests: 0

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: TBD

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Application Type: New Appropriation

Applicant Remarks: We desire to document our domestic right with the department. The well has served the home and cabin for many years.

Other Water Rights:

Time to Complete Works: 1

Transfer Affected Description:

Transfer Affected Contracts:

Old Transfer Number:

Transfer Reason:

Transfer Return Flows:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

State of Idaho
Department of Water Resources
Application For Permit
75-15030

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.035 0.07 0.14 Miles



Map produced on February 01, 2022



610 Main St., Salmon, ID 83467 (208)756-4231 Fax No. (208)756-4232
ESCROW CLOSING INSTRUCTIONS

Escrow No. 602141
Date: April 20, 2022

To: Alliance Title & Escrow, LLC

Before close of escrow Timothy M. O'Neill and Valerie J. O'Neill has or will deposit with you under these instructions the following:

(X) Executed Warranty Deed

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller Nine Hundred Forty Nine Thousand Dollars and No Cents Dollars (\$949,000.00) subject to any charges and/or credits authorized herein; AND

Mike C. Cancellier and Anna K. Wahl has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

(X) Earnest Money in the amount of \$8,500.00

(X) Proceeds of Loans (if any) in the amount of None

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Owners Policy in the amount of \$949,000.00 on the real property described in Title Commitment No. 602141 which the undersigned have read and approved, which will show record title vested in: Mike C. Cancellier and Anna K. Wahl, husband and wife free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions 2-7, 9-15 as set forth in above referenced Title Commitment dated 2/23/2022.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements(s) examined and approved by the parties hereto and by this reference made a part hereof.

Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein, OR delivered in accordance with the disbursement instructions attached.

Escrow holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:

Warranty Deed

2. You are instructed to prorate as of Date of Deed Recording the following:

2022 Taxes

And it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in any prorate herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorated amounts provided above.

It is understood and agreed that the real property tax proration herein is based on 2021 taxes in the amount of \$662.08. The undersigned parties hereby affirm and agree that Escrow holder, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax and/or any subsequent tax, as shown in the tax statement(s) forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of this escrow. Escrow holder shall not be responsible or liable for any subsequent taxes that may arise as a result of real property taxes having previously been assessed as personal property taxes nor any reimbursements as required thereby.

I/We the Buyer(s) acknowledge that we have been credited for a pro-rata amount of Seller(s) taxes for the current year based on the last available information. I/We hereby agree to pay said taxes when they become due and payable.

Alliance Title & Escrow, LLC accepts no responsibility for and the undersigned hereby hold harmless Alliance Title & Escrow, LLC for the change in taxes levied from the previous year to the current year.

If Seller(s) have given the Buyer(s) excess credit based on the estimate as compared to actual figures, Buyer(s) agree to reimburse the Seller(s) for the difference, outside of escrow.

If Buyer(s) have not received enough credit based on the estimate as compared to actual figures, Seller(s) agree to reimburse Buyer(s), outside of escrow.

Buyer(s) or Seller(s) agree to reimburse one another within ninety (90) days from the date tax notices are received.

Seller(s) agree to promptly forward to Buyer(s) any tax bills received by Seller(s) for the current year.

Buyer Initials

Seller Initials

3. All water, water rights and utility charges and changes of ownership, if applicable (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow. Escrow holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow holder has or may have other banking relationships and further consent to the retention by Escrow holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.

Escrow holder shall not be responsible for the penalties, or loss of principal or interest or any delays in the withdrawal of funds which may be imposed by the depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall Escrow holder be liable for any loss or impairment of funds while those funds are in the course of collection or are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of financial institution, including any loss resulting from FDIC/FSLIC imposed regulations.
7. These instructions are effective for 14 days from date hereof; and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any Purchase and Sale Agreement, executed by the parties herein, and that said Purchase and Sale Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of any terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.
10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
11. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as Escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that the non-prevailing party, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The non-prevailing party shall be liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the non-prevailing party shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
13. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof not to exceed \$10.00 per month.
14. **NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to 15% for an individual, and 35% for an entity (such as trust/LLC/Corporation) based on the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Alliance Title & Escrow, LLC has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Alliance Title & Escrow, LLC is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. Alliance Title & Escrow, LLC is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Alliance Title & Escrow, LLC is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

ADDITIONAL INSTRUCTIONS

COVENANTS AND RESTRICTIONS RECEIVED

Buyer(s) acknowledge receipt of Commitment for Title Insurance, including a Plat Map and evidencing Covenants & Restrictions (if any of record) regarding the property transferred herein.

DELIVERY OF PROPERTY TAX BILLS:

The undersigned acknowledge that the County Treasurer's Office may be unable to change the address for Tax billing before year end. Seller(s) agree to promptly deliver to Buyer(s) any original tax bill received by them. Escrowholder has advised buyer(s) that penalties and interest may accrue on any taxes not paid by December 20. Buyer(s) assume all responsibility for payment of current year taxes, directly or through the lender. Escrowholder shall have no liability or responsibility for payment of current year taxes or delivery of bills associated therewith.

HOMEOWNERS EXEMPTION REMINDER:

As a property owner, you may be eligible for a "Homeowners Exemption" which could significantly reduce the amount of property taxes that you are required to pay. This eligibility is not automatic, however. It is your responsibility to apply right away at the county assessor's office. The exemption may be prorated as of the date of sale, IF application is made within 30 days of closing. In some counties, the effective date may be the date of application.

HAZARD INSURANCE DISCLAIMER

The buyer(s) herein are obtaining hazard insurance on the subject property outside of escrow. Alliance Title & Escrow, LLC has no liability or responsibility to confirm coverage or payment of same.

Buyer Initials _____ / _____ Seller Initials

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that Alliance Title & Escrow, LLC is not licensed to practice law and no legal or accounting advice has been offered by Alliance Title & Escrow, LLC or any of its employees. We have been further informed that Alliance Title & Escrow, LLC 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 and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction. I/We have also been advised that we can obtain a copy of the privacy policy of Alliance Title & Escrow, LLC on line at www.alliancetitle.com/About/Privacy-Policy or by requesting it

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

These escrow-closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

We further understand that Alliance Title & Escrow, LLC assumes no liability as to any law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME

Buyer(s):

Seller(s)

Mike C. Cancellier

Anna K. Wahl

Forwarding Address:
123 Tower Creek Road
Carmen, ID 83462

Timothy M. O'Neill

Valerie J. O'Neill

Forwarding Address:
30342 County Rd H
Danbury, WI 54830

Preference for document copies (Please check all boxes that you require):

☐	Paper Copy	☐	Encrypted Email
☒	USB Flash Drive	☐	

The foregoing instructions have been acknowledged and received by Alliance Title & Escrow, LLC

By: Sarah Magyar
Sarah Magyar

Dated: April 20, 2022

American Land Title Association

ALTA Settlement Statement - Seller
Adopted 05-01-2015

File No./Escrow No.: 602141
Officer/Escrow Officer: Sarah Magyar

Alliance Title & Escrow, LLC
610 Main St.
Salmon, ID 83467
(208)756-4231

Property Address: 123 TOWER CREEK ROAD
CARMEN, ID 83462 (LEMHI)
(RP001850000040A)

Seller: TIMOTHY M. O'NEILL AND VALERIE J. O'NEILL
123 Tower Creek Rd
Carmen, ID 83462

Settlement Date: 4/22/2022

Description	Seller	
	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property		\$949,000.00
Second Half of 2021 Taxes to Lemhi County Treasurer	\$331.04	
Prorations		
County Taxes 1/1/2022 to 4/22/2022 @ \$662.08/Year	\$201.34	
Payoffs		
Payoff of First Mortgage Loan to US Bank	\$98,436.93	
Commissions		
Real Estate Commission to Mountain West Real Estate, Inc.	\$21,352.50	
Real Estate Commission to Roble Real Estate	\$26,097.50	
Title Charges		
Title - Owner's Title Insurance to Alliance Title & Escrow, LLC	\$2,924.00	
Title - Settlement or closing fee to Alliance Title & Escrow, LLC	\$1,473.50	
Title - Wire Processing Fee to Alliance Title & Escrow, LLC	\$20.00	
Title - Release Tracking Fee to Alliance Title & Escrow, LLC	\$75.00	
Subtotals	\$150,911.81	\$949,000.00
Due To Seller	\$798,088.19	
Totals	\$949,000.00	\$949,000.00

CONSUMER PROTECTION ALERT: Alliance Title & Escrow Corp. does not deliver wire instructions via e-mail to you or your agent, without a verbal request and confirmation of receipt, to include verification of the accuracy of wire information. If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Alliance Title & Escrow, LLC to cause the funds to be disbursed in accordance with this statement.

SELLER(S)


TIMOTHY M. O'NEILL

VALERIE J. O'NEILL

SETTLEMENT COORDINATOR


Sarah Magyar



ADDENDUM #6 (six)

(All addendums shall be numbered sequentially.)

RE-11 ADDENDUM

OCTOBER 2021

EDITION



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.

Today's Date: March 7, 2022

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other

("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

AGREEMENT DATED: November 11, 2021

ID # 11112021-NS1

ADDRESS: 123 Tower Creek Road Carmen, ID 83462

BUYER(S): Mike C Cancellier and Anna K Wahl

SELLER(S): Timothy O'Neill and Valerie O'Neill

The undersigned parties hereby agree as follows:

Within 115 business days of final acceptance of all parties, Seller shall furnish to BUYER a preliminary commitment of title insurance policy showing the condition of the title to said property.

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

BUYER:	<u>Mike C Cancellier</u>	Date:	<u>3/7/2022</u>
BUYER:	<u>Anna K Wahl</u>	Date:	<u>3/7/2022</u>
SELLER:	<u>Timothy M O'Neill</u>	Date:	<u>03/08/2022</u>
SELLER:	<u>Valerie J O'Neill</u>	Date:	<u>03/08/2022</u>

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RE-11 ADDENDUM

Page 1 of 1

Serial#: 057247-300164-6678152

Prepared by: Nicole Schuler | Mountain West Real Estate | nikki.a.schuler@gmail.com | 2087561800

Form
Simplicity

**ADDENDUM #5 (five)**

(All addendums shall be numbered sequentially.)

**OCTOBER 2021
EDITION****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: January 19, 20222 This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other3 ("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is
4 being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).5 **AGREEMENT DATED:** November 11, 2021**ID #** 11112021-NS16 **ADDRESS:** 123 Tower Creek Road Carmen, ID 834627 **BUYER(S):** Mike C Cancellier and Anna K Wahl8 **SELLER(S):** Timothy O'Neill and Valerie O'Neill

9 The undersigned parties hereby agree as follows:

10 **The BUYER shall have 8 (eight) business days after the deadline for completion of repairs agreed to as a result of the Buyer's**
11 **Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have**
12 **been completed.**13
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48 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
49 Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior**
50 **Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement
51 is made an integral part of the aforementioned Agreement.52 **BUYER:** Mike C Cancellier**Date:** 1/22/202253 **BUYER:** Anna K Wahl**Date:** 1/21/202254 **SELLER:** Timothy M O'Neill**Date:** 01/24/202255 **SELLER:** Valerie J O'Neill**Date:** 01/24/2022This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the
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Serial#: 060731-000164-2791038

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Form
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**ADDENDUM # 4 (four)**

(All addendums shall be numbered sequentially.)

**OCTOBER 2021
EDITION****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: January 5, 20222
3 This is an ADDENDUM to the ☒ Purchase and Sale Agreement ☐ Other4 ("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:** November 11, 2021**ID #** 11112021-NS18
9 **ADDRESS:** 123 Tower Creek Road CARMEN, ID 8346210
11 **BUYER(S):** Mike C Cancellier and Anna K Wahl12
13 **SELLER(S):** Timothy O'Neill and Valerie O'Neill14
15 The undersigned parties hereby agree as follows:16 **The Responsible Broker for this transaction changed from Esther England to Jenl Aldous, effective on January 4, 2022.**
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4748 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
49 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
50 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement
51 is made an integral part of the aforementioned Agreement.52
53 **BUYER:** Mike C Cancellier**Date:** 1/5/202254
55 **BUYER:** Anna K Wahl**Date:** 1/6/202256
57 **SELLER:** Timothy O'Neill**Date:** 1/17/2258
59 **SELLER:** Valerie O'Neill**Date:** 1-17-2022This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the
Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.**OCTOBER 2021 EDITION****RE-11 ADDENDUM****Page 1 of 1**

Serial#: 066348-400104-1493907

Prepared by: Nicole Schuler | Mountain West Real Estate | nikki.a.schuler@gmail.com | 2087661800





ADDENDUM #3 (three)

(All addendums shall be numbered sequentially.)

RE-11 ADDENDUM

OCTOBER 2021 EDITION



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.

Today's Date: November 29, 2021

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other
("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

AGREEMENT DATED: November 11, 2021

ID # 11112021-NS1

ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

BUYER(S): Mike C Cancellier and Anna K Wahl

SELLER(S): Timothy O'Neill and Valerie O'Neill

The undersigned parties hereby agree as follows:

Buyer shall, within 35 days of acceptance, complete primary inspections and domestic water potability test.

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

BUYER: Mike C Cancellier

Date: 11/29/2021 | 2:02 PM PST

BUYER: Anna K Wahl

Date: 11/29/2021 | 8:42 AM PST

SELLER: Timothy M O'Neill

Date: 12/01/2021

SELLER: Valerie J O'Neill

Date: 12/01/2021



ADDENDUM #2 (two)

(All addendums shall be numbered sequentially.)

RE-11 ADDENDUM

OCTOBER 2021
EDITION



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.

Today's Date: November 18, 2021

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other
("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

AGREEMENT DATED: November 11, 2021

ID # 11112021-NS1

ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

BUYER(S): Mike C Cancellier and Anna K Wahl

SELLER(S): Timothy O'Neill and Valerie O'Neill

The undersigned parties hereby agree as follows:

Earnest Money is evidenced by a cashier's check.

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

BUYER:	<u>Mike C Cancellier</u>	Date:	<u>11/19/2021 5:03 AM PST</u>
BUYER:	<u>Anna K Wahl</u>	Date:	<u>11/18/2021 2:26 PM PST</u>
SELLER:	<u>Timothy M O'Neill</u>	Date:	<u>11/19/2021</u>
SELLER:	<u>Valerie J O'Neill</u>	Date:	<u>11/19/2021</u>



ADDENDUM # 1 (one)

(All addendums shall be numbered sequentially.)

RE-11 ADDENDUM

OCTOBER 2021

EDITION



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: November 18, 2021

2
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:** November 11, 2021 **ID #** 11112021-NS1

8
9 **ADDRESS:** 123 Tower Creek Road CARMEN, ID 83462

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11 **BUYER(S):** Mike C Cancellier and Anna K Wahl

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13 **SELLER(S):** Timothy O'Neill and Valerie O'Neill

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15 The undersigned parties hereby agree as follows:

16 **Buyer shall, within 15 business days of acceptance, complete primary inspections.**

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

52
53 **BUYER:** Mike C Cancellier **Date:** 11/18/2021 | 7:04 AM PST
54 Anna K Wahl **Date:** 11/18/2021 | 7:07 AM PST
55 **SELLER:** Timothy O'Neill **Date:** 11/19/2021
56 Valerie O'Neill **Date:** 11/19/2021
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RE-11 ADDENDUM

Page 1 of 1

Serial#: 072983-800163-7246241

Prepared by: Nicole Schuler | Mountain West Real Estate | nikki.a.schuler@gmail.com | 2087561800





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

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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

OCTOBER 2021 EDITION



Today's Date: November 14, 2021

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: November 11, 2021

ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

BUYER: Mike C Cancellier and Anna K Wahl

SELLER: Timothy O'Neill and Valerie O'Neill

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

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

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

Purchase price to be \$949,000.00 (Nine hundred and forty nine thousand dollars and zero cents).

All other terms and conditions remain the same.

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

If a signed acceptance is not delivered on or before (date): November 15, 2021 at 5:00 ☐ A.M. ☒ P.M.
this Counter Offer shall be deemed to have expired.

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

SELLER <u>[Signature]</u>	Date <u>11/15/21</u>	Time <u>3:15</u>	☐ A.M. ☒ P.M.
SELLER <u>Valerie O'Neill</u>	Date <u>11-15-21</u>	Time <u>3:15</u>	☐ A.M. ☒ P.M.
DocuSigned by:	11/14/2021 4:31 PM PST	Time	☐ A.M. ☐ P.M.
BUYER <u>Mike Cancellier</u>	Date <u>11/14/2021</u>	Time <u>4:32 PM PST</u>	☐ A.M. ☐ P.M.
BUYER <u>Anna K Wahl</u>	Date <u>11/14/2021</u>	Time <u>4:32 PM PST</u>	☐ A.M. ☐ P.M.

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OCTOBER 2021 EDITION

RE-13 COUNTER OFFER

Page 1 of 1

Serial#: 059321-200163-8935578

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Simplicity



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

OCTOBER 2021 EDITION

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.



ID# 11112021-NS1
LISTING AGENCY Roble Real Estate Office Phone # (208) 756-4159 Fax # (208) 756-1945
Listing Agent Sherri K. Lukens E-Mail sherri.lukens@gmail.com Phone # (208) 940-1055
SELLING AGENCY Mountain West Real Estate, Inc Office Phone # 208-756-1800 Fax # 208-756-1801
Selling Agent Nicole Schuler E-Mail nikki.schuler@mtwestrealestate.com Phone # 208-756-7548

1. BUYER: Mike C Cancellier and Anna K Wahl
(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 123 Tower Creek Rd
City Carmen County Lemhi ID, Zip 83462 legally described as: Norton Sub II Lot 4 Amended

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

2. \$850000.00 PURCHASE PRICE: Eight Hundred Fifty 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+D+E+F must add up to total purchase price.

(A) \$8500.00 EARNEST MONEY: Eight Thousand Five Hundred Dollars And Zero Cents
BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
☐ Cash	☒ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☒ Personal Check	☐ Closing Company	☒ Within 8 business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 5	☐ See Section 5	☐ See Section 5
☐ Wire/Electronic Transfer			
☐ Note			
☐ See Section 5			

THE RESPONSIBLE BROKER SHALL BE: Esther England

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

(C). Cash proceeds from another sale: ☐ Yes ☒ No (No if left blank)

(D). \$N/A NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of \$~ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER ~ with interest not to exceed ~% for a period of ~ year(s) at: ☐ Fixed Rate ☐ Other ~
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.
SECOND LOAN of \$~ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER ~ 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 (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 unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. 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.

BUYER'S Initials (MCC) (AKW) Date 11/12/2021 | 12:11 PM PST
SELLER'S Initials (A) (J) Date 11/15/21

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OCTOBER 2021 EDITION RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Serial#: 059953-300163-6746834

Prepared by: Nicole Schuler | Mountain West Real Estate | nikki.a.schuler@gmail.com | 2087561800

Form Simplicity

PROPERTY ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

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. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

(E). \$ _____ 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.

(F). \$ 841,500.00 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.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than 2 business days (five [5] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. This contingency deadline shall not apply to the following contingency(ies): _____

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.
1. Seller to file for and receive a legal water right for the spring that is providing the domestic water to the property prior to closing. All costs associated to filing for the water right are to be paid for by the Seller.

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 and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, 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. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in section 6(A) below is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Items Included in Exhibit 1

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Personal Items of the Seller

BUYER'S Initials DS MLC AKW Date 11/12/2021 | 12:49 PM PST
 SELLER'S Initials DS [Signature] Date 11/12/2021 | 12:11 PM PST

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Simplicity

PROPERTY ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

7. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER 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.

8. 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 and owned by SELLER 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.

9. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLER shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

10. 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.

11. 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 AND CC&Rs: Within 15 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 and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 3 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 3 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, 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. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Alliance Title Company located at 610 Main St Salmon, ID 83467 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 company 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.

12. INSPECTION: (A). BUYER chooses ☒ to conduct inspections ☐ not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 12(B) and (C). If Indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. 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 the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than 2 business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and Internet. 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.

☐ This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

(B) TIMEFRAME(S) FOR INSPECTIONS

1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which 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; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 10 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

BUYER'S Initials MLC ABW Date 11/12/2021 | 12:11 PM PST SELLER'S Initials CS JD Date 11/15/21

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OCTOBER 2021 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Serial#: 059953-300163-6746834

Prepared by: Nicole Schuler | Mountain West Real Estate | nlsk@mswrealestate.com | 2087561000

Form
Simplicity

PROPERTY ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

2) **SECONDARY INSPECTION:** Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 12(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 12(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the *Costs Paid By* section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

- ☒ Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within 15 business days (ten [10] if left blank) from acceptance.
- ☒ Septic Inspection and required Pumping which shall be completed and notice provided within 150 business days (ten [10] if left blank) from acceptance.
- ☐ Survey which shall be completed and notice provided within _____ business days (ten [10] if left blank) from acceptance.
- ☐ Other Inspection #1: _____ which shall be completed and notice provided within _____ business days (ten [10] if left blank) from acceptance.
- ☐ Other Inspection #2: _____ which shall be completed and notice provided within _____ business days (ten [10] if left blank) from acceptance.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 12(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required, if additional time was reserved in 12(B)(2) there may be multiple notices.

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 12(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on any 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/conditions, it shall end BUYER'S timeframe for that particular inspection and is irrevocable. 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 agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 12(C)(4) below.

4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 12(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 12(B)(2).

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

13. 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 are 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 MCC RLW Date 11/12/2021 | 12:49 PM PST
SELLER'S Initials [Signature] [Signature] Date 11/15/21

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Serial#: 059953-000163-0746834

Prepared by: Nicole Schuler | Mountain West Real Estate | nikki.a.schuler@gmail.com | 2087561800

Form
Simplicity

PROPERTY ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

14. 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.

15. SQUARE FOOTAGE AND BOUNDARY VERIFICATION: BUYER is aware that any reference to the square footage, the boundaries and/or property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.

16. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

17. 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

18. 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 ☐ Shared Equally ☒ N/A to pay Association SET UP FEE of \$ _____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association PROPERTY TRANSFER FEES of \$ _____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association STATEMENT OF ACCOUNT FEE of \$ _____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

19. COSTS PAID BY: The parties agree to pay the following costs immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. 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. 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 the time period specified in Section 12.

	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/Processing Fee	☐	☐	☐	☒	Domestic Well Water Potability Test Shall be ordered by: ☒ BUYER ☐ SELLER	☒	☐	☐	☐
Tax Service Fee	☐	☐	☐	☒	Domestic Well Water Productivity Test Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
Flood Certification/Tracking Fee	☐	☐	☐	☒	Septic Inspections Shall be ordered by: ☐ BUYER ☒ SELLER	☐	☒	☐	☐
Lender Required Inspections	☐	☐	☐	☒	Septic Pumping Shall be ordered by: ☐ BUYER ☒ SELLER	☐	☒	☐	☐
Attorney Contract Preparation or Review Fee	☐	☐	☐	☒	Survey Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
	☐	☐	☐	☐	Water Rights/Shares Transfer Fee	☒	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐

Upon closing SELLER agrees to pay ☐ _____ 0% of the purchase price OR ☐ \$ _____ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER'S discretion.

SELLER agrees to pay up to \$0.00 (\$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.

11/12/2021 | 1:29 PM PST

BUYER'S Initials MCC AKW Date 11/12/2021 | 1:00 PM PST

SELLER'S Initials [Signature] Date 11/15/21

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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ID#: 11112021-NS1

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

21. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

22. 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.

23. 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 5 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 2-4 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. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. 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, cable and Internet. 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.

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

25. 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(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

26. 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.

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

28. 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, SELLER, LENDER, Closing Company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

29. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

30. 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. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business 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.

31. 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."

32. 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.

BUYER'S Initials MLC AKW Date 11/12/2021 | 12:11 PM PST SELLER'S Initials (Signature) Date 11/15/21

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OCTOBER 2021 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 6 of 9

Serial#: 059953-300163-6746034

Prepared by: Nicole Schuler | Mountain West Real Estate | nikki.a.schuler@gmail.com | 2087561800

Form
Simplicity

PROPERTY ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

33. 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. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. 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.

34. 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 company, 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 shall not be required to take any action but may await any proceeding, or at Broker's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover 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.

35. 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.

36. "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.

37. 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.

38. 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.

39. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company 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) April 22, 2022. The parties agree that the CLOSING COMPANY for this transaction shall be Alliance Title located at 610 Main St Salmon, ID 83467.

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

BUYER'S Initials MC abw Date 11/12/2021 | 12:11 PM PST
 SELLER'S Initials [Signature] Date 11/15/21

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OCTOBER 2021 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 7 of 9

Serial#: 059953-300163-6740834

Prepared by: Nicolo Schuler | Mountain West Real Estate | nikl.a.schuler@gmail.com | 2087561800

Form
Simplicity

PROPERTY ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

40. **CONDITION OF PROPERTY UPON CLOSING:** Upon closing BUYER agrees BUYER is purchasing the PROPERTY in as-is-condition with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing and BUYER will assume all obligations with respect to the PROPERTY.
41. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ A.M. ☐ P.M.
42. **PRORATIONS:** Property taxes and water assessments (using the last available assessment as a basis), rents collected, 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 ☐ N/A. Dollar amount may be determined by SELLER's supplier.
43. **ASSIGNMENT:** This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned.
44. **ENTIRE AGREEMENT:** This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.
45. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
46. **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.
47. **ACCEPTANCE:** This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) November 15, 2021 at (Local Time in which PROPERTY is located) 12:00 ☐ A.M. ☒ P.M.

BUYER'S Initials MC AKW Date 11/12/2021 | 12:11 PM PST
 SELLER'S Initials [Signature] Date 11/15/21

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 8 of 9

Serial#: 059953-300163-6746834

Prepared by: Nicole Schuler | Mountain West Real Estate | nikki.a.schuler@gmail.com | 2087561800

Form
Simplicity

PROPERTY ADDRESS: 123 Tower Creek Road CARMEN, ID 83462

ID#: 11112021-NS1

48. BUYER'S SIGNATURES:

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

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

BUYER Signature Mike C. Cancellier BUYER (Print Name) Mike C Cancellier
 Date 11/12/2021 Time 12:44 PM PST ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail mlke.cancellier@gmail.com / annakawahl@gmail.com
 City _____ State _____ Zip _____ Fax # _____

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

BUYER Signature Anna K. Wahl BUYER (Print Name) Anna K Wahl
 Date 11/12/2021 Time 12:44 PM PST ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

49. 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 ACCEPTANCE OF ATTACHED COUNTER OFFER

☐ COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) # _____

☐ COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) # _____

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

SELLER Signature Timothy O'Neill SELLER (Print Name) Timothy O'Neill
 Date 11/15/21 Time 3:13 PM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature Valerie O'Neill SELLER (Print Name) Valerie O'Neill
 Date 11-15-21 Time 3:13 ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ 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.

EXHIBIT 1 (One)

Main House

STAY

Window Blinds / Curtains in DR, LR, MBR, Laundry
 Rugs in LR, MBR, KIT, LR Hallway
 2 Televisions with DVD Players
 Sectional Couch and Recliner
 Appliances – Dishwasher, Range, Microwave, Refrigerator;
 RO Drinking Water System, Washer and Dryer
 Whole House Water Filtration System
 Pellet Boiler with Extra Parts
 All Remaining Pellets for 2021/2022 Heating Seasons
 Propane Tank 40lb for Kitchen Range
 Left Over Tile in Storage Area
 All Paperwork Regarding House and Structures

Cabin/Orchard Area

STAY

Bed, 2 Nightstands, Sofa Bed, Island Cabinet and 3 Stools;
 Armoire, Table and 2 Chairs
 2 Small Lamps in LR
 Kitchen Items – All Pots and Pans, Silverware, Dishes,
 Some Linens, Toaster, Coffee Pot, Cleaning Supplies
 Electric Space Heater
 RO Drinking Water System
 20 Gallon Electric Water Heater
 Propane Range with Vent Hood and One Tank
 Refrigerator
 Microwave with Stand
 Cabin Porch – 2 Benches with Side Tables
 BBQ Grill
 Hoses for Cabin and Orchard
 Field Well Pump with Pressure Tank, Heater, Thermostat

DS
 mll

11/12/2021 | 12:11 PM PST | 11/12/2021 | 12:49 PM PST

DS
 akw

① 28

11/15/21

Berry Garden/Chicken Coop/Hay Pen

STAY

Drip Irrigation System for Berry Garden

Hoses

Chickens

Chicken Coop and Accessories

Remaining Feed, Chicken Scratch and Oyster Shell

Garden/Greenhouse Area

STAY

Drip Irrigation System for Greenhouse and Garden

Hoses

Row Cover for Six Outside Boxes

Greenhouse Shade Cover

Two Water Troughs

Garden Filter Shed – Sand Filter, Manifolds, Heater,
Thermostat

Miscellaneous Trellises, Tomato Cages, Posts

10 Foot Step Ladder

Electric Fencing with Power Unit – Divides Big Pasture

Barn & Surrounding Area

*Seller will leave all essential items pertaining to the house, cabin, and property

STAY

All Needed Hoses

Remaining Straw Bales

Some Shelving

DS
MCC

11/12/2021 | 12:44 PM PST 11/12/2021 | 12:49 PM PST

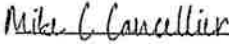
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AKW

11/15/21

EXHIBIT 1 (One)

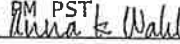
Irrigation

Field Well – Pressure Tank, Heater, Thermostat
 Drip Irrigation in Berry Garden with Filter
 Drip Irrigation in Garden and Greenhouse
 Drip and Sprinkler System for Maples / Poplars West Jack Fence
 2 HP Meyers Pump with Primer
 PODs Irrigation System – 26 PODs / 4 Fence Mounts
 Sand Filter with Manifold Systems in Filter Shed in Garden
 Water Ditch Flows from Tower Creek to Pond Intake
 (Water Flows Through Pond and Back Out to Tower Creek)

DocuSigned by:

 23C28EB706644FF...
 Buyer

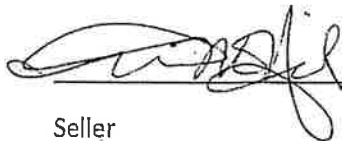
11/12/2021 | 12:11 PM PST

Date

DocuSigned by:

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 Buyer

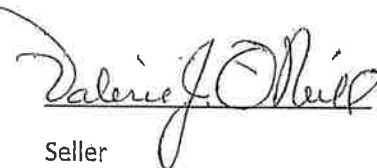
11/12/2021 | 12:49 PM P

Date


 Seller

11/15/21

Date


 Seller

11-15-21

Date



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

June 22, 2022

MIKE C CANCELLIER
ANNA K WAHL
PO BOX 138
CARMEN ID 83462-0138

Re: Change in Ownership for Water Right No(s): 75-4192A, 75-15030

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Sidney Palmer
Technical Records Specialist 1

Enclosure(s)