

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
MAY 19 2022
DEPARTMENT OF
WATER RESOURCES

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 117 of the instructions. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
75-4094	Yes ☒	Yes ☐		Yes ☐	Yes ☐
75-15643	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: JASON GANDOLFO
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): TED AND DEBRA BLACK LIVING TRUST
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- PO BOX 1266 FLORA VISTA NM 87415
Mailing address City State Zip
(505) 320-4904 DNEWTONBLACK@REAGAN.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: 12/10/2012 (DEEDED TO BLACK TRUST 9/5/2018)
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: *Theodore A Black* THEODORE A BLACK, CO-TRUSTEE 05/16/2022
Signature of new owner/claimant Title, if applicable Date
TED AND DEBRA BLACK LIVING TRUST
Print name
- Signature: *Debra L Newton Black* DEBRA L NEWTON BLACK, CO-TRUSTEE 05/16/2022
Signature of new owner/claimant Title, if applicable Date
TED AND DEBRA BLACK LIVING TRUST
Print name

For IDWR Office Use Only:

Received by KM Date 5.19.22 Receipt No. C112822 Receipt Amt. 100 -

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing dy W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by _____ Date 6/6/2022

QUITCLAIM DEED

FOR VALUE RECEIVED,

Ted A. Black and Debra L. Newton Black, husband and wife

do(es) hereby convey, release, remise and forever quitclaim unto

**Theodore A. Black and Debra L. Newton Black, Trustees, or their successors in
interest of the Ted and Debra Black Living Trust, dated September 5, 2018**

whose current address is: **PO Box 1266 Flora Vista, NM 87415**

the following described premises:

**A portion of Government Lot 3, Section 33, T18N, R21E, Boise Meridian, Lemhi
County Idaho more particularly described as follows:**

**Commencing at the North Quarter of said Section 33 from which the Center
Quarter of said Section 33 bears S00°19'46"W THE Basis of Bearing of this
description, 2623.16 feet; run thence S00°19'46"W, 1311.58 feet to the NW Corner
of said Government Lot 3; thence S89°55'41"E along the northerly line of said Lot
3, 1103.40 feet to the POINT OF BEGINNING;**

**Thence continue along said northerly line S89°55'41"E, 477.82 feet to a point
on the westerly bank of the Salmon River;**

**Thence along said westerly bank the following courses;
S27°09'53"W, 487.87 feet; S27°17'01"W, 150.41 feet;**

Thence leaving said westerly bank N40°09'41"W, 439.79 feet;

Thence N22°46'30"E, 251.87 feet to the POINT OF BEGINNING.

**Subject to an ingress and egress easement 25 feet wide 12.50 feet on both sides of the
following described line:**

**Commencing at the Point of Beginning of the above described parcel run
S89°55'41"E along said northerly line of Lot 3, 19.78 feet to the Point of Beginning
of said 25 foot wide easement:**

**Thence leaving said northerly line S14°19'08"W, 294.12 feet to the Point of
Terminus.**

**Also subject to an easement for an existing power line that crosses above described
parcel.**

**Also together with an easement for a road right-of-way, 25.0 feet wide, being 12.5
feet on each side of a line beginning at a point on the northerly boundary of said Lot
3 , a distance of 1087.0 feet Easterly from the Northwesterly corner of Lot 3, and
then running S23°00'19" W., 218.60 feet to a point; thence S40°09'40"E., 17.98 feet
to the end of said right-of-way, on the westerly boundary of the above described
tract of land.**

**The sidelines of easements shall be lengthened or shortened to conform to
Grantors and Grantees boundary lines.**

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated:

Ted A. Black
Ted A. Black

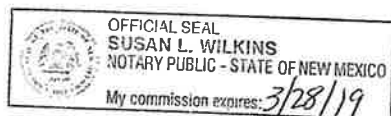
Debra L. Newton Black
Debra L. Newton Black

State of New Mexico } ss
County of San Juan

On this 16th day of October, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Ted A. Black and Debra L. Newton Black, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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

Susan L. Wilkins
Notary Public for the State of New Mexico
Residing at: Farmington New Mexico
Commission Expires: 3-28-2019



QUITCLAIM DEED

FOR VALUE RECEIVED,

Ted A. Black and Debra L. Newton Black, husband and wife

do(es) hereby convey, release, remise and forever quitclaim unto

**Theodore A. Black and Debra L. Newton Black, Trustees, or their successors in
interest of the Ted and Debra Black Living Trust, dated September 5, 2018**

whose current address is: **PO Box 1266 Flora Vista, NM 87415**

the following described premises:

A portion of Government Lot 3, Section 33, T18N, R21E, Boise Meridian, Lemhi
County Idaho more particularly described as follows:

Commencing at the North Quarter of said Section 33 from which the Center
Quarter of said Section 33 bears S00°19'46"W THE Basis of Bearing of this
description, 2623.16 feet; run thence S00°19'46"W, 1311.58 feet to the NW Corner
of said Government Lot 3; thence S89°55'41"E along the northerly line of said Lot
3, 1103.40 feet to the POINT OF BEGINNING;

Thence continue along said northerly line S89°55'41"E, 477.82 feet to a point
on the westerly bank of the Salmon River;

Thence along said westerly bank the following courses;
S27°09'53"W, 487.87 feet; S27°17'01"W, 150.41 feet;

Thence leaving said westerly bank N40°09'41"W, 439.79 feet;

Thence N22°46'30"E, 251.87 feet to the POINT OF BEGINNING.

Subject to an ingress and egress easement 25 feet wide 12.50 feet on both sides of the
following described line:

Commencing at the Point of Beginning of the above described parcel run
S89°55'41"E along said northerly line of Lot 3, 19.78 feet to the Point of Beginning
of said 25 foot wide easement:

Thence leaving said northerly line S14°19'08"W, 294.12 feet to the Point of
Terminus.

Also subject to an easement for an existing power line that crosses above described
parcel.

Also together with an easement for a road right-of-way, 25.0 feet wide, being 12.5
feet on each side of a line beginning at a point on the northerly boundary of said Lot
3, a distance of 1037.0 feet Easterly from the Northwesterly corner of Lot 3, and
then running S23°00'19" W., 218.60 feet to a point; thence S40°09'40"E., 17.98 feet
to the end of said right-of-way, on the westerly boundary of the above described
tract of land.

The sidelines of easements shall be lengthened or shortened to conform to
Grantors and Grantees boundary lines.

WARRANTY DEED

ATEC Order No.:169340

FOR VALUE RECEIVED

Bill J. Towery, Johnnie L. Towery, Jeffrey L. Towery, who acquired title as Jeffrie L. Towery, Cynthia Jan Tani, who acquired title as Cynthia Jan Sample and Carla Jane McGuire, who acquired title as Carla Jane Towery, Co-Trustees of The 6T Living Trust, dated 8/24/1985

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

Ted A. Black and Debra L. Newton Black, husband and wife

whose current address is

**PO Box 1266
Flora Vista, NM 87415**

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

A portion of Government Lot 3, Section 33, T18N, R21E, Boise Meridian, Lemhi County Idaho more particularly described as follows:

Commencing at the North Quarter of said Section 33 from which the Center Quarter of said Section 33 bears S00°19'46"W THE Basis of Bearing of this description, 2623.16 feet; run thence S00°19'46"W, 1311.58 feet to the NW Corner of said Government Lot 3; thence S89°55'41"E along the northerly line of said Lot 3, 1103.40 feet to the POINT OF BEGINNING;

Thence continue along said northerly line S89°55'41"E, 477.82 feet to a point on the westerly bank of the Salmon River;

**Thence along said westerly bank the following courses;
S27°09'53"W, 487.87 feet; S27°17'01"W, 150.41 feet;**

Thence leaving said westerly bank N40°09'41"W, 439.79 feet;

Thence N22°46'30"E, 251.87 feet to the POINT OF BEGINNING.

Subject to an ingress and egress easement 25 feet wide 12.50 feet on both sides of the following described line:

Commencing at the Point of Beginning of the above described parcel run S89°55'41"E along said northerly line of Lot 3, 19.78 feet to the Point of Beginning of said 25 foot wide easement:

Thence leaving said northerly line S14°19'08"W, 294.12 feet to the Point of Terminus.

Also subject to an easement for an existing power line that crosses above described parcel.

Also together with an easement for a road right-of-way, 25.0 feet wide, being 12.5 feet on each side of a line beginning at a point on the northerly boundary of said Lot 3, a distance of 1087.0 feet Easterly from the Northwestern corner of Lot 3, and then running S23°00'19" W., 218.60 feet to a point; thence S40°09'40"E., 17.98 feet to the end of said right-of-way, on the westerly boundary of the above described tract of land.

The sidelines of easements shall be lengthened or shortened to conform to Grantors and Grantees boundary lines.

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.

Dated: 12/3/2012

Bill J. Towery
Bill J. Towery, Co-Trustee

Johnnie L. Towery, Co-Trustee

Jeffrie L. Towery, Co-Trustee

Cynthia Jan Sample, Co-Trustee

Carla Jane Towery, Co-Trustee

State of _____ } ss.
County of _____ }

On this _____ day of December, 2012, before me, _____, a Notary Public in and for said state, personally appeared Bill J. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co-trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

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

SEE attached CA acknowledgment for Noticing w/ proper wording

Notary Public for the State of _____
Residing at: 1119 S Mission Rd Fullerton CA 92628
Commission Expires: July 09, 2014

State of _____ } ss.
County of _____ }

On this _____ day of December, 2012, before me, _____, a Notary Public in and for said state, personally appeared Johnnie L. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co-trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

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

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

State of _____ } ss.
County of _____ }

On this _____ day of December, 2012, before me, _____, a Notary Public in and for said state, personally appeared Jeffrie L. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co-trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

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

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

Dated: _____

Bill J. Towery, Co-Trustee

Johnnie L. Towery Co-Trustee
Johnnie L. Towery, Co-Trustee

Jeffrie L. Towery, Co-Trustee

Cynthia Jan Sample Co-Trustee
Cynthia Jan Sample, Co-Trustee

Carla Jane Towery Co-Trustee
Carla Jane Towery, Co-Trustee

State of _____ } ss.
County of _____ }

On this _____ day of December, 2012, before me, _____, a Notary Public in and for said state, personally appeared Bill J. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

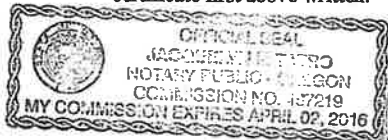
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

State of OREGON } ss.
County of JEFFERSON }

On this 14th day of December, 2012, before me, JACQUELYN M. TATKO, a Notary Public in and for said state, personally appeared Johnnie L. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

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



Jacquelyn M. Tatko
Notary Public for the State of OREGON
Residing at: JEFFERSON CO.
Commission Expires: 4-2-2016

State of _____ } ss.
County of _____ }

On this _____ day of December, 2012, before me, _____, a Notary Public in and for said state, personally appeared Jeffrie L. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

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

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

Dated: _____

Bill J. Towery, Co-Trustee

Johnnie L. Towery, Co-Trustee

Jeffrey L. Towery

Jeffrey L. Towery, Co-Trustee

Cynthia Jan Sample, Co-Trustee

Carla Jane Towery, Co-Trustee

State of _____ } ss.
County of _____ }

On this _____ day of December, 2012, before me, _____, a Notary Public in and for said state, personally appeared Bill J. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

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

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

State of _____ } ss.
County of _____ }

On this _____ day of December, 2012, before me, _____, a Notary Public in and for said state, personally appeared Johnnie L. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee.

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

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

State of Idaho } ss.
County of Ada }

On this 4 day of December, 2012, before me, Christine Robertson, a Notary Public in and for said state, personally appeared Jeffrey L. Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that he executed the same as Trustee. Jeffrey L. Towery, who acquired title as

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



CR

Notary Public for the State of Idaho
Residing at: Boise
Commission Expires: 1-25-14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On Dec. 03, 2012 before me, Donna Michelle Leon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Billy Joe Towery, a.k.a. Bill J. Towery,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Michelle Leon
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: _____ Number of Pages: _____

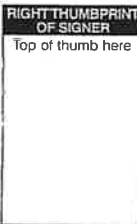
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



State of Oregon } ss.
County of Deschutes }

On this 16th day of December, 2012, before me, Wendy Ann O'Connor, a Notary Public in and for said state, personally appeared *Cynthia Jan Sample known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that she executed the same as Trustee.

**Cynthia Jan Tani, who acquired title as*

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



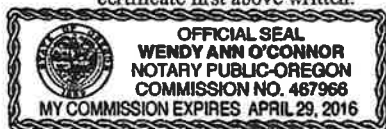
Wendy Ann O'Connor
Notary Public for the State of Oregon
Residing at: Bend, OR
Commission Expires: 4/29/16

State of Oregon } ss.
County of Deschutes }

On this 16th day of December, 2012, before me, Wendy Ann O'Connor, a Notary Public in and for said state, personally appeared *Carla Jane Towery known or identified to me to be the person whose name is subscribed to the foregoing instrument as co- trustee of the 6T Living Trust, dated 8/24/1985, and acknowledged to me that she executed the same as Trustee.

Carla Jane McVirc, who acquired title as

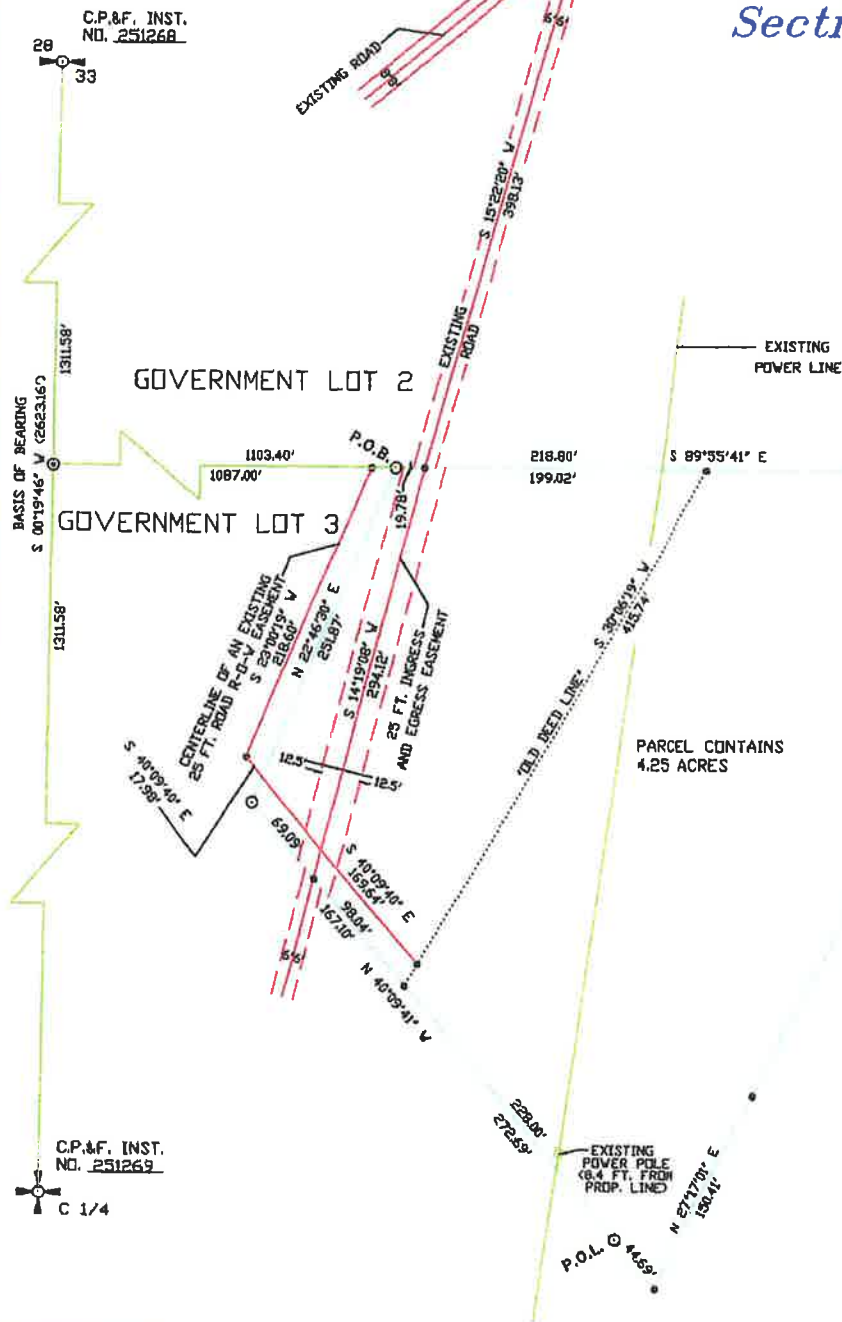
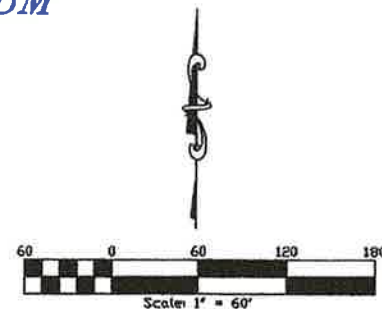
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Wendy Ann O'Connor
Notary Public for the State of Oregon
Residing at: Bend, OR
Commission Expires: 4/29/16

PRELIMINARY RECORD OF SURVEY

Part of Government Lot 3, Section 33, T 18 N, R 21 E, BM Lemhi County, Idaho.



GOVERNMENT LOT 1

GOVERNMENT LOT 4

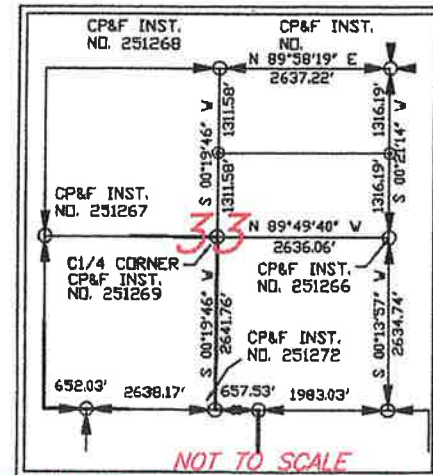
SURVEYORS CERTIFICATE



LEGEND



P.O.L.
P.O.B.



COUNTY RECORDER'S CERTIFICATE

Time: _____ Date: _____ Month: _____, 2012.
Book: _____ Page: _____ Instrument No. _____
Recorder: _____
By: _____



RECORD OF SURVEY

SIX T LIVING TRUST
Sec. 33, T. 18 N., R. 21 E., B.M.

TAYLOR MOUNTAIN SURVEYING

PROFESSIONAL LAND SURVEYORS
301 MILLER STREET
BOZEMAN, IDAHO 83725
(208) 754-8281

DATE	BY	DATE	BY
11-20-12	1	11-20-12	1
11-20-12	1	11-20-12	1



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2012 EDITION
Page 1 of 7



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

ID# 90223423 DATE 10/09/2012
LISTING AGENCY Salmon Real Estate Office Phone # 208-756-3201 Fax # 208-756-6355
Listing Agent Steve Sayer E-Mail sre@salmonidaho.com Phone # 208-940-1601
SELLING AGENCY Salmon Real Estate Office Phone # 208-756-3201 Fax # 208-756-6355
Selling Agent Steve Sayer E-Mail sre@salmonidaho.com Phone # 208-940-1601

1. BUYER: Ted A. Black and Debora L. Newton Black
(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 T-1760 Ringle Creek
Salmon City Lemhi, ID County, ID, Zip 83467 legally described as: Tax Code: 290000 Zip: 0 T-

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

2. \$55000 PURCHASE PRICE: Fifty-Five Thousand and Zero/100 DOLLARS,
payable upon the following TERMS AND CONDITIONS (not including closing costs):

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
(A). \$ 2000 EARNEST MONEY: BUYER hereby deposits Two Thousand and Zero/100
DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____
☐ other _____ and a receipt is hereby acknowledged.
Earnest Money to be deposited in trust account ☐ upon receipt or ☐ upon acceptance by BUYER and SELLER or ☐ other _____
and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ other _____ for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: _____

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds
necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for
the sale of BUYER'S current residence or other property to be sold.

(C). \$ 0 NEW LOAN PROCEEDS: 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 may be returned at BUYER'S request. BUYER shall pay no more than _____ point(s) plus origination fee if any.
SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally
☐ N/A.
☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
☐ Other _____. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____
point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

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

(D). \$ _____ ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(E). \$ 53000 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at
closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If
any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)
shall be adjusted at closing of escrow in: ☐ Cash ☐ Other _____

BUYER'S Initials (TS) (JNB) Date 10/10/12

SELLER'S Initials (_____) (_____) Date _____

This 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.

JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

PROPERTY ADDRESS: T-1760 Ringle Creek Salmon ID#: 90223423

67 4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which
68 must be satisfied prior to closing to be purchased AS IS/WHERE IS. Trailer to be removed and destroyed by Buyers.

69 _____
70 _____
71 _____
72 _____
73 _____
74 _____
75 _____
76 _____
77 _____

78 5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE
79 PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor
80 coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm
81 windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
82 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and
83 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
84 satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.
85

86 (A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: N/A

87 _____
88 _____
89 _____
90 _____

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

92 _____
93 _____
94 _____
95 _____

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

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

101 8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
102 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
103 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
104 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
105 subject to, exist unless otherwise specified in this Agreement.

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

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

115 (B). TITLE COMPANY: The parties agree that _____ Alliance Title & Escrow _____ Title Company
116 located at 205 Courthouse Dr. Salmon, ID 83467 shall provide the title policy and preliminary report of commitment.

117 (C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
118 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
119 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard
120 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
121 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If
122 BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost
123 unless otherwise provided herein.

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

BUYER'S Initials (TR) (DHS) Date 10/10/12

SELLER'S Initials (_____) (_____) Date _____

This 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.

PROPERTY ADDRESS: T-1760 Ringle Creek Salmon ID#: 90223423

10. INSPECTION:

(A). BUYER chooses ☐ to have inspection ☒ not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business days (ten [10] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

Additional inspections/timeframes: _____

(B). FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If both parties agree, in writing, as to the items to be corrected by SELLER within _____ business days (five [5] if left blank) of receipt of SELLER's response, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

4). If both parties do not come to a consensus as to the disapproved items to be corrected by SELLER within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

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

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

BUYER'S Initials (JB) (DNB) Date 10/10/12

SELLER'S Initials (_____) (_____) Date _____

This 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.

PROPERTY ADDRESS: T-1760 Ringle Creek Salmon ID#: 90223423

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

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

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

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

17. COSTS PAID BY: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

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

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

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

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

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

BUYER'S Initials (RS) (OKB) Date 10/10/12

SELLER'S Initials (_____) (_____) Date _____

This 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.

PROPERTY ADDRESS: T-1760 Ringle Creek Salmon ID#: 90223423

242 **20. FINAL WALK THROUGH:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through
 243 inspection of the PROPERTY approximately 0 calendar days (three [3] if left blank) prior to close of escrow, NOT AS A CONTINGENCY OF THE
 244 SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in
 245 substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the final walk through and agrees to accept
 246 the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a
 247 final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

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

249
 250 **22. FORECLOSURE NOTICE:** If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code § 45-1506)
 251 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-
 252 525(5)(b), Idaho Code, subject to foreclosure must be in writing, and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

253
 254 **23. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that,
 255 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
 256 the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The
 257 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
 258 homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale
 259 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
 260 your behalf. You are advised to consult with any General Contractor subject to Idaho Code § 45-525 *et seq.* regarding the General Contractor Disclosure
 261 Statement.

262
 263 **24. SALES PRICE INFORMATION:** Pursuant to Idaho Code § 54-2083(6)(d), a "sold" price of real property is not confidential client information.

264
 265 **25. TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed
 266 facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the
 267 Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

268
 269 **26. BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
 270 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
 271 by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by
 272 excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the
 273 time for performance shall be the next subsequent business day.

274
 275 **27. CALENDAR DAYS:** A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
 276 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
 277 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
 278 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

279
 280 **28. ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
 281 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
 282 on appeal.

283
 284 **29. DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
 285 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
 286 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
 287 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report
 288 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
 289 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
 290 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
 291 such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs
 292 incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title
 293 insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending
 294 resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money
 295 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,
 296 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
 297 entitled.

298
 299 **30. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that
 300 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms
 301 of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency
 302 shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties
 303 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
 304 including, but not limited to, reasonable attorney's fees.

305
 306 **31. COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
 307 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
 308 shall together constitute one and the same instrument.

BUYER'S Initials (TD)(AKB) Date 10/02/12

SELLER'S Initials (_____) (_____) Date _____

This 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.

PROPERTY ADDRESS: T-1760 Ringle Creek Salmon ID#: 90223423

32. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

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

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

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 30 days from acceptance.

The parties agree that the CLOSING AGENCY for this transaction shall be Alliance Title
 located at 205 Courthouse Dr. Salmon, ID 83467

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

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

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

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

39. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

40. 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.

41. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 10/12/2012 at (Local Time in which PROPERTY is located) 3:30 ☐ A.M. ☒ P.M. 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 _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this Agreement shall be immediately delivered to SELLER.

BUYER'S Initials (TB) (DKB) Date 10/10/12

SELLER'S Initials (_____) (_____) Date _____

This 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.

PROPERTY ADDRESS: T-1760 Ringle Creek Salmon ID#: 90223423

42. BUYER'S SIGNATURES:

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

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

BUYER Signature Ted A. Black

Date 10/10/2012 Time 7:00 ☒ A.M. ☐ P.M.

Address PO Box 1266

E-Mail blackta@bp.com

BUYER (Print Name) Ted A. Black

Phone # 205-564-9340 Cell # 505-320-1417

City Flora Vista State NM Zip 87415

Fax # _____

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

BUYER Signature Debra L. Newton Black

Date 10/10/2012 Time 7:00 ☒ A.M. ☐ P.M.

Address PO Box 1266

E-Mail blackta@bp.com

BUYER (Print Name) Debra L. Newton Black

Phone # 505-564-9340 Cell # _____

City Flora Vista State NM Zip 87415

Fax # _____

43. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

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

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

SELLER Signature _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail _____

SELLER (Print Name) Six T Living Trust

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail _____

SELLER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

Water Rights



5/9/2022, 1:49:24 PM

POU - Water Rights



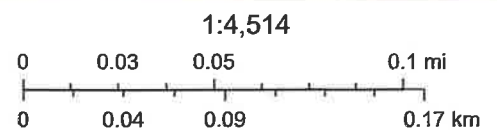
All Other POU (non-provider)



Irrigation Providers and Municipal Service Areas

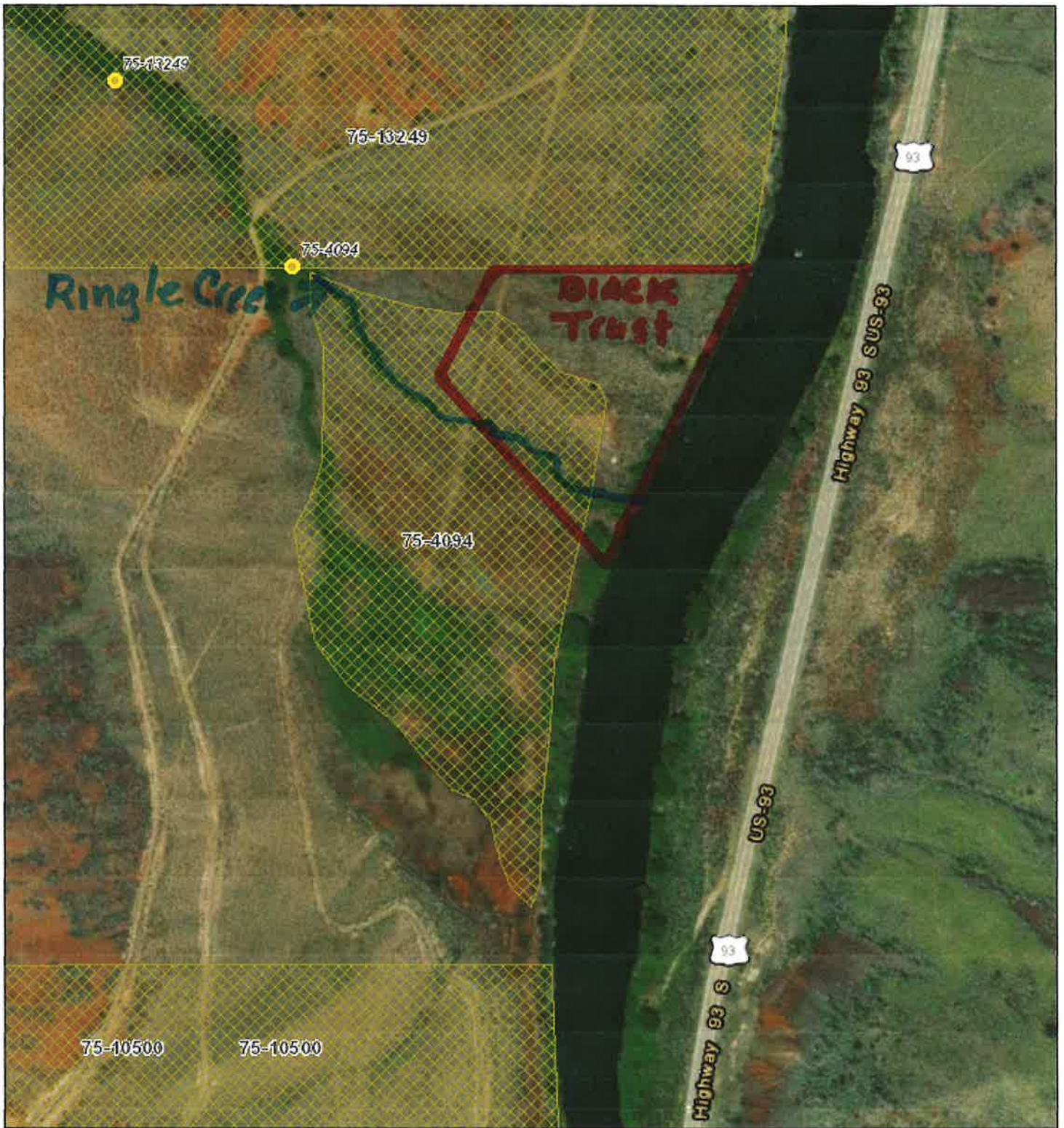


POD - Water Rights



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Water Rights



5/9/2022, 1:49:24 PM

POU - Water Rights



All Other POU (non-provider)

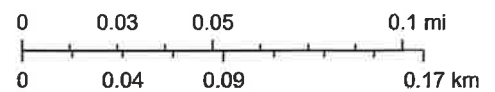


Irrigation Providers and Municipal Service Areas

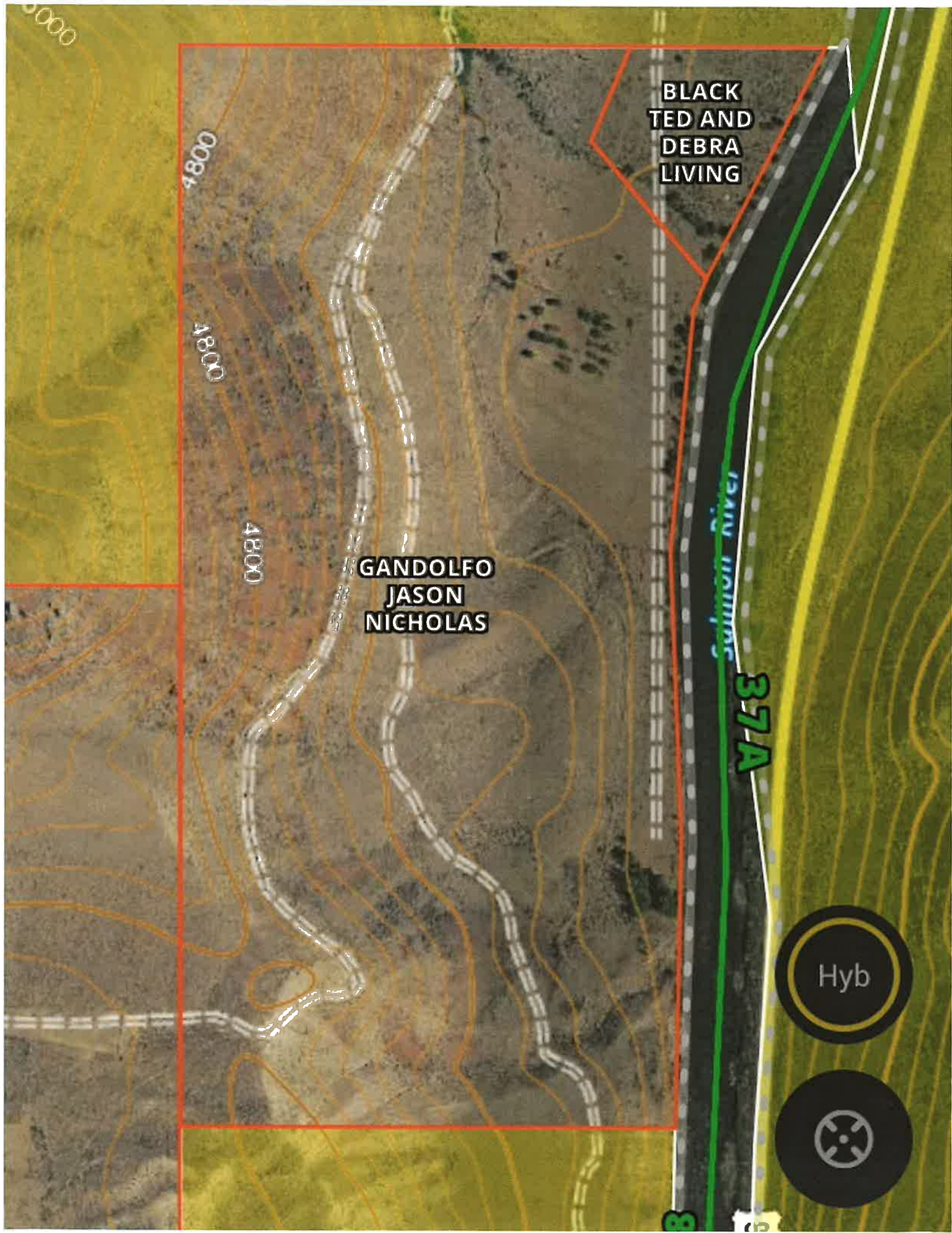


POD - Water Rights

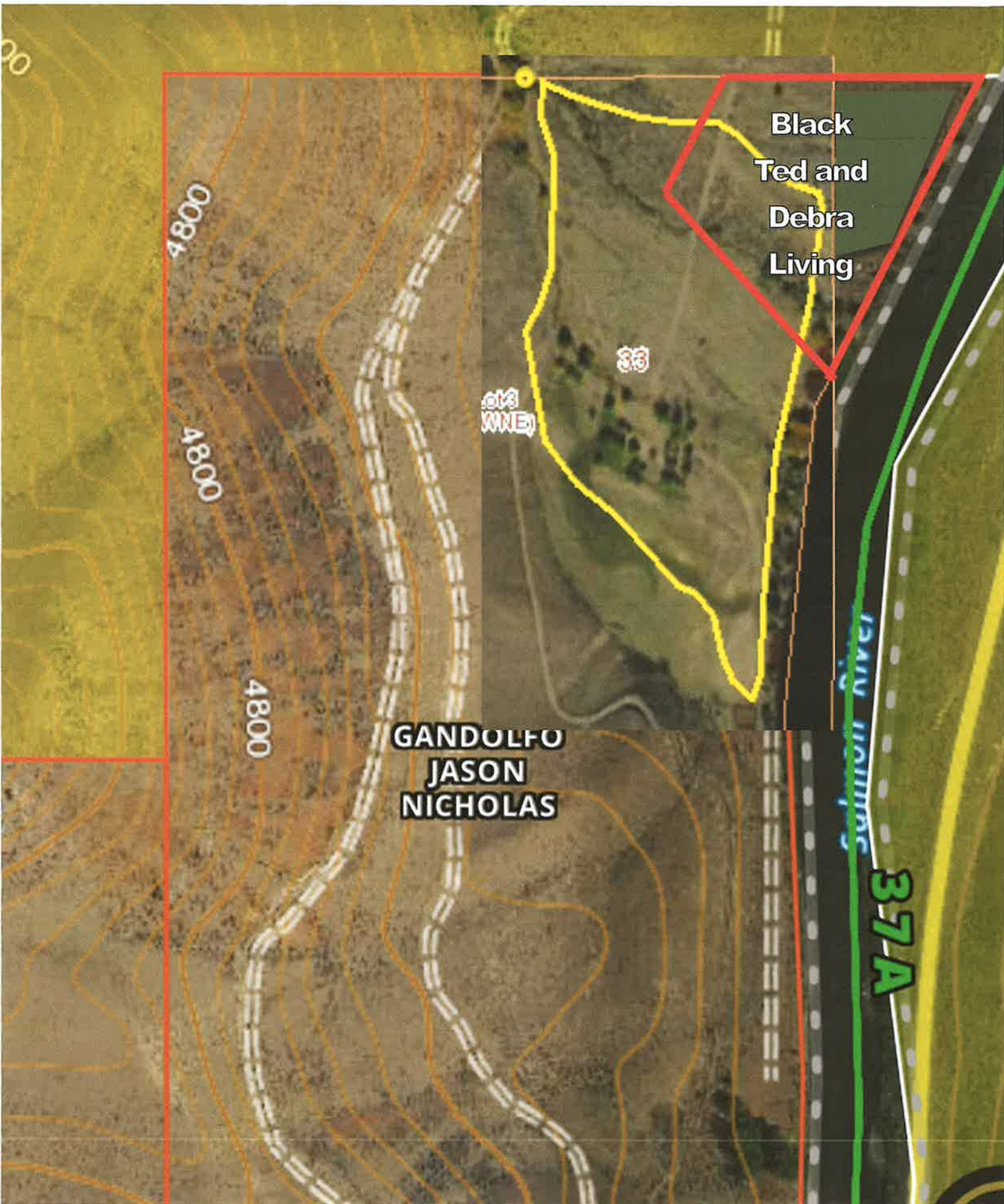
1:4,514



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



I overlayed the water right boundaries
on this aerial



Water Right

IRRIGATION

An aerial photograph of a rural area, likely in Texas, showing a yellow boundary line that encloses a central parcel. The parcel is labeled '33' and contains a small cluster of trees. Surrounding the central parcel are several other lots, each labeled with a number and a directional abbreviation: Lot 2 (NWNE), Lot 1 (NENE), Lot 3 (SENE), Lot 4 (SWNE), Lot 5 (WSE), and Lot 6 (WSE). The area is divided into sections by a grid of orange lines. The text 'Map center is in T18N R21E' is visible in the bottom left corner, and 'The USDA-FSA Aerial Photography Field office asks to be credited in derived products.' is visible in the bottom right corner.



Date created: 10/20/2022



Legend

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



Theodore A Black and Debra L Newton Black
Ted and Debra Black Living Trust
PO BOX 1266
Flora Vista, NM 87415
(505) 320-4904

RECEIVED
MAY 19 2022
DEPARTMENT OF
WATER RESOURCES

May 16, 2022

IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098

Hello,

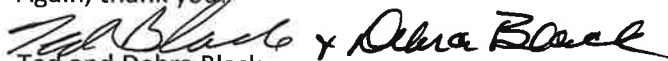
We have enclosed information for a NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP for property we purchased in Lemhi County in 2012. We purchased the property as husband and wife in 2012, and transferred it to our Living Trust in 2018 (Ted and Debra Living Trust). We were not aware until just recently that water rights associated with this property did not transfer when the sale and paperwork were filed with Lemhi County.

This request is in regard to water rights on Ringle Creek which runs through our property, Water Right # **75-4094**, which is currently all in Jason Gandolfo's name. We called your office and found out our property is part of the land where the original Water Rights were issued 3/31/1900, POD ID 646177. Our portion of the original property is a 4.25 acre parcel and we would very much like to acquire the water rights on Ringle Creek appurtenant to our portion of the property. We purchased the property from 6T Living Trust in 2012, which had been transferred to the 6T Living Trust from B.J. Towery and Donna L. Towery (I believe upon their death). The Towery's purchased the property from Charles Vaught and Pearl A. Vaught and Gladys M. McDonald in 1973 (based on the information I could find it was 1973).

We've enclosed a copy of our Purchase Agreement, Warranty Deed, and the Quitclaim Deed when we formed our TED and DEBRA BLACK LIVING TRUST. We've also enclosed our land survey and description as well aerial photographs of our property with the water right map (from your site). I (Debra) placed our property borders on one of the aerials, just to give you an idea where our property borders are with the water right border. I also hand drew on one of the aerials to show our property. Of course my drawings aren't precise, but I thought it would help as an overview. We've also enclosed a check for the \$100.00 split water right fee.

Thank you for your help. We've contacted your office on this matter a couple of times and we do appreciate all your help. Please contact Debra @ (505) 320-4904 or dnewtonblack@reagan.com if there's anything else we need to do.

Again, thank you!


Ted and Debra Black

TED AND DEBRA BLACK LIVING TRUST
PO BOX 1266
Flora Vista, NM 87415



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 8, 2022

TED AND DEBRA BLACK LIVING TRUST
PO BOX 1266
FLORA VISTA NM 87415-1266

Re: Change in Water Right Ownership: 75-4094 (Split into 75-4094 and **75-15043**)

Dear Water Right Holder:

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

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd

Technical Records Specialist

Enclosures

c: JASON GANDOLFO