

RECEIVED

AUG 07 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

IDWR / NORTH

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
98-07639	Yes ☐	Yes ☐		Yes ☐	Yes ☐
98-7639 98-8032	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

PANHANDLE BREWING CO.

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

ENGAGE ACQUISITIONS, LLC, JENNIFER MCLEISH

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

2110 OLD HWY TWO LOOP

MOYIE SPRINGS ID

83845

Mailing address

City

State

ZIP

208.591.1125

OTDMCLEISH@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:

7.24.2020

6. 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. 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. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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.

SUPPORT DATA

IN FILE #

98-7639

- ☐ 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:

Signature of new owner/claimant

Title, if applicable

Date

8.04.2020

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

NS

Date

9/28/2020

Receipt No.

N036460

Receipt Amt.

\$7500

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

NS

Date

1-5-21

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 98-07639

Priority: March 19, 1988

Maximum Diversion Rate: 0.03 CFS
Maximum Diversion Volume: 3.0 AF

It is hereby certified that PANHANDLE BREWING CO INC
533739 HWY 95
BONNERS FERRY ID 83805 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated March 16, 1988; and has
submitted Proof of Beneficial Use on May 04, 1994. An examination indicates that the works have a
diversion capacity of 0.18 cfs of water from:

SOURCE

KOOTENAI RIVER

Tributary: COLUMBIA RIVER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
IRRIGATION	04/01 to 09/30	0.03 CFS	3.0 AF

LOCATION OF POINT(S) OF DIVERSION:

KOOTENAI RIVER NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 27, Twp 62N, Rge 01E, B.M. BOUNDARY County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
62N 01E 26						.4											.4
62N 01E 27	.6					L 2											.6
	L 1																

Total Acres: 1

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.0 afa per acre at the field headgate for irrigation of the place of use.
2. Upon specific notification by the Department, the right holder shall install and maintain acceptable measuring device.
3. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed on this 8 day of February, 2013.


For: GARY SPACKMAN
Director

① 20242BAC



STATE OF IDAHO }
County of Boundary }

Filed by: Boundary Abstract Company Ltd.
on 07/24/2020 at 02:14 PM
Glenda Poston
County Recorder *C. Greiner*
By Deputy

Fees: \$ 15.00
E-Recording
Recording Number: 282614

WARRANTY DEED

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by

PANHANDLE BREWING COMPANY, INC., an Idaho corporation

the Grantor do hereby grant, bargain, sell, convey and warrant unto

ENGAGE ACQUISITIONS LLC, an Idaho limited liability company

the Grantee whose current address is:

2110 Old Highway Two Loop, Moyie Springs, ID 83845

the following described premises, to-wit:

See Attached Exhibit A

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

PANHANDLE BREWING COMPANY, INC

Richard A. Vilelli
By: RICHARD A VILLELLI, President

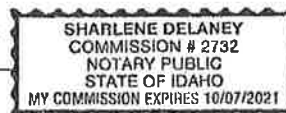
7-23-2020
Date

State of Idaho)
)ss
County of Boundary)

On this 23rd day of July, 2020, before me, the undersigned, a Notary Public, in and for said State, personally appeared **RICHARD A VILLELLI**, known to be to be the President of **PANHANDLE BREWING COMPANY, INC., an Idaho Corporation**, and known or identified to me to be the person whose name is subscribed to the within instrument for and on behalf of said **PANHANDLE BREWING COMPANY, INC., an Idaho Corporation**, and acknowledged to me that such **PANHANDLE BREWING COMPANY, INC., an Idaho Corporation**, executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Sharlene Delaney
Notary Public For Idaho
Residing at Bonners Ferry
Commission Expires: 10/7/2021



① 20242BAC



WARRANTY DEED

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

PANHANDLE BREWING COMPANY, INC

Richard A. Villelli
By: **RICHARD A VILLELLI, President**

7-23-2020
Date

State of Idaho)
)ss
County of Boundary)

On this 23rd day of July, 2020, before me, the undersigned, a Notary Public, in and for said State, personally appeared **RICHARD A VILLELLI**, known to be to be the President of **PANHANDLE BREWING COMPANY, INC., an Idaho Corporation**, and known or identified to me to be the person whose name is subscribed to the within instrument for and on behalf of said **PANHANDLE BREWING COMPANY, INC., an Idaho Corporation**, and acknowledged to me that such **PANHANDLE BREWING COMPANY, INC., an Idaho Corporation**, executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Sharlene Delaney
Notary Public For Idaho
Residing at Bonners Ferry
Commission Expires: 10/7/2021



Exhibit A

A tract of land described and bounded by a line as follows, to-wit;

Commencing at the Northeast corner of Lot One (1) and in Section Twenty-seven (27); Township Sixty-two (62) North, Range One (1) East, B.M.; thence West along the North line of said Lot One (1) a distance of 517 feet; thence South to the North bank of the Kootenai River; thence Easterly along the North bank of the Kootenai River to the East line of said Lot One (1); thence North along said East line to the place of beginning; all being a part of said Lot One (1), Boundary County, Idaho.

E., B.M.

DT 2
BONNERS FERRY

Ferry Crossing of 1893

01620

LOT 1

Tax 28

Tax 50

RP62N01E270010A

Thursday, September 3, 2020

RECEIVED
SEP 08 2020
IDWR / NORTH

State of Idaho

Department of Water Resources

Northern Region

7500 N. Mineral Drive, Suite 100

Coeur d'Alene, ID 83815

RE: LICENSE NO. 98-7639

Per a recent phone call with your office regarding my recent application for transfer of the above referenced Water Right, please see enclosed the Seller's Disclosure of the PSA for the sale of the property in which this Water Right pertains.

It was the intention for 100% of the above mentioned Water Right to be transferred with the sale of the property. The seller, Panhandle Brewing Co Inc., only retained an easement for an existing water line as the following will attest to: Seller's Disclosure, Page 2 in the Water, Continued Section, Counter Offer #3, Section 4, and Addendum #2, Section 2. All applicable sections have been highlighted.

Also, I would like to note, the property to which this Water Right is associated was not split. It was sold in its entirety, so I'm a bit confused as to why the Water Right would need to be split.

Please let me know if you have any further questions. You can contact me at 208.591.1125.

Thank you,


Jennifer McLeish

DONT
PR. OFFER
#3



Today's Date: June 10, 2020

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: June 8, 2020

ADDRESS: Ball Park Road, MLS # 20200810

ID# ST06082020

BUYER: Engage Acquisitions, LLC.

SELLER: Richard A. Villelli

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

1. Purchase price to be \$130,000.00. All Cash at closing

2. Purchase to be of parcel #RP6N01E270010A only, which is approximately 5.46 acres

3. Sale contingent on Buyers ability to obtain private funding. Seller agrees to give Buyer 10 days from an accepted contract to obtain and verify funding for this sale.

4. There is a water line running through the property. Buyer will allow Seller to record an easement for this water line to allow adjacent property use.

All other terms and conditions to 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 which was in 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 reinstate 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) June 12, 2020
this Counter Offer shall be deemed to have expired

at 5:00

☐ A.M. ☒ P.M.

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: Richard Villelli

Date: _____

Time: _____

☐ A.M. ☐ P.M.

SELLER: _____

Date: _____

Time: _____

☐ A.M. ☐ P.M.

BUYER: _____

Date: 6.11.20

Time: 11:25

☒ A.M. ☐ P.M.

BUYER: _____

Date: _____

Time: _____

☐ A.M. ☐ P.M.

JULY 2019 EDITION

USE BY ANY OTHER PERSON IS PROHIBITED

RE-13 COUNTER OFFER

Page 1 of 1

Signature

FINAL ACCEPTED!



RE-13 COUNTER OFFER # 2

(1,2,3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

JULY 2019 EDITION
Page 1 of 1



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

Today's Date: June 9, 2020

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: June 8, 2020

ADDRESS: Ball Park Road, Bonners Ferry, Idaho 83805

ID#: ST06082020

BUYER: Engage Acquisitions, LLC.

SELLER: Richard Villelli

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

1. Purchase Price \$130,000.00. All Cash at closing.

2. Sale contingent on Buyers ability to obtain private funding. Seller agrees to give Buyer 10 days from an accepted contract to obtain and verify funding for this sale.

3. 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): June 11, 2020 at 5 ☐ 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 _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

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

BUYER Jennifer L McLeish Date 6/10/2020 Time 7:56 AM PDT ☒ A.M. ☐ P.M.

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

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RE-13 COUNTER OFFER

Page 1 of 1

Serial#: 015239-400159-1800443

Prepared by: Sam Testa | Coldwell Banker North Woods | samtesta@yahoo.com | 2082678575

Form
Simplicity



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

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

JULY 2019 EDITION
Page 1 of 1



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

Today's Date: June 9, 2020

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: June 8, 2020

ADDRESS: Ball Park Road, MLS # 20200810

ID#: ST06082020

BUYER: Engage Acquisitions, LLC.

SELLER: Richard A. Villelli

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☒ This is a **SELLER counter offer**. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
☐ This is a **BUYER counter offer**. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.
1. Purchase to be of parcel # RP62NO1E270010A only, which is approximately 5.46 acres
2. Purchase price to be \$130,000 all cash

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): June 12, 2020 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 Richard Villelli

Date 06/09/2020 2:15 PM PDT

Time ☐ A.M. ☐ P.M.

SELLER

Date

Time ☐ A.M. ☐ P.M.

BUYER

Date

Time ☐ A.M. ☐ P.M.

BUYER

Date

Time ☐ A.M. ☐ P.M.

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RE-13 COUNTER OFFER

Page 1 of 1

Serial#: 036889-000158-1735594

Prepared by: Thomas Villelli | Keller Williams Realty | tom@villellipnw.com | 2082652020

Form
Simplicity



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2019 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.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# ST06082020

DATE June 8, 2020

LISTING AGENCY Keller Williams Realty

Listing Agent Tom Villotti

Office Phone # 208-265-2020

Fax #

SELLING AGENCY Coldwell Banker North Woods Realty

E-Mail tom@villottipnw.com

Phone # 208-659-1821

Selling Agent Sam Testa

Office Phone # 208-267-8576

Fax #

E-Mail samtesta@yahoo.com

Phone # 208-946-3937

1. BUYER: Engage Acquisitions, LLC.

(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 Ball Park Road, MLS 20200810

Bonnars Ferry

City Boundary

County, ID, Zip 83806

legally described as:

RP62N01E270010A, Plus the 3 acres adjoining the subject property

OR Legal Description Attached as exhibit

(Exhibit must accompany original offer and be signed or initialed by

BUYER and SELLER.)

2. \$200000.00

PURCHASE PRICE: Two Hundred 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 (N/A if left blank)

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

(A). \$1000.00

EARNEST MONEY: One Thousand 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:

☐ Cash

☒ Personal Check

☐ Cashier's Check

☐ Wire Transfer

☐ Note

☐ See Section 4

Held By:

☐ Responsible Broker

☒ Closing Company

☐ See Section 4

Delivered:

☐ With Offer

☒ Within 3 business days (three [3] if left blank) of acceptance.

☐ See Section 4

Deposited:

☒ Upon Receipt and Acceptance

☐ Upon Receipt Regardless of Acceptance

☐ See Section 4

THE RESPONSIBLE BROKER SHALL BE: CJ Tuma

(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within _____ business days (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 (N/A if left blank)

(D). \$150,000.00

NEW LOAN PROCEEDS: If a number greater than zero appears on the preceding blank then this agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$150,000.00

☐ RURAL DEVELOPMENT, ☒ OTHER Owner Carry not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, with interest not to exceed 6% for a period of 2 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 \$N/A

☐ OTHER _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, 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 to BUYER. If an appraisal is required by lender, the PROPERTY must appraise at 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 24 hours from receipt thereof 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. FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

If such written confirmation required in 3(B) or 3(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

BUYER'S Initials (JLM) (_____) Date 6/8/2020

SELLER'S Initials (RV) (_____) Date 06/09/2020 2:15 PM PDT

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JULY 2019 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 7

Serial#: 007522-400159-1663385

Prepared by: Sam Testa | Coldwell Banker North Woods | samtesta@yahoo.com | 2082678575



PROPERTY ADDRESS: Ball Park Road

ID#: ST06082020

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.

(E) \$ _____ 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.

(F) \$49,000.00

APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing 1. This offer includes the 3 additional acres contiguous to the 5.48 acre piece listing.
2. Buyer and Seller agree that this offer may be part of a 1031 Tax Free Exchange at no cost to the Seller.

3. RE-17 Financing Addendum is attached to this offer.

4. This sale is contingent on the property passing a standard perc test. Test will be done at buyers expense and within 30 days of an accepted contract.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the fixtures and fittings and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. 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.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE: _____

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: _____

6. "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.

7. INSPECTION:

(A). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

- 1. LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 2. ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 3. UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
- 4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): Electric available near property line.

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 7. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as the "Primary Inspection." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 3 calendar days (thirty [30]

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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

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Serial#: 007522-400159-1663385

Prepared by: Sam Testa | Coldwell Banker North Woods | samtesta@yahoo.com | 2082678575



PROPERTY ADDRESS: Ball Park Road

ID#: ST06082020

If left blank) from 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 and is irrevocable regardless of if it was provided prior to the deadline stated above. 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 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. 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.

BUYER'S acceptance of the condition of the PROPERTY is a contingency 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/conditions 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.

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, it shall end BUYER's timeframe for inspections 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 items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. 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 7(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.

8. SELLER DISCLOSURES. Within 2 business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
- (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
- (c) SELLER shall make available for inspection all documents in SELLER'S possession relating to ownership, operation, renovation or development of the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
- (d) all other documents described in any Addenda or Counteroffer to this Agreement.

9. 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.

10. 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 6 business days (six [6] if left blank) of final acceptance of all parties, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 2 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 2 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 Boundary Abstract Title Company located at Main Street, Bonners Ferry, Idaho shall provide the title policy and preliminary report of commitment.

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(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.

11. 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.

12. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

13. 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 SELLERS 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.**

14. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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."

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

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

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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

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Serial#: 007522-400189-1683385

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22. 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. BUYER is 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. BUYER agrees that if BUYER use, or authorize the use of, electronic transfer of funds in a transaction they 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.

23. 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.

24. 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.

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

26. 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.

27. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): _____ unless otherwise agreed to by the parties in writing. 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 below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank) prior to closing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	☐	☐	☐	☒	Environmental Inspection (Phase 1)	☐	☐	☐	☒
Long Term Escrow Fees	☒	☐	☐	☐	Environmental Inspection (Phase 2)	☐	☐	☐	☒
Closing Escrow Fee	☐	☐	☒	☐	Environmental Inspection (Phase 3)	☐	☐	☐	☒
Survey Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒	PERC Test	☒	☐	☐	☐
Flood Certification/Tracking Fee	☐	☐	☐	☒	Zoning Variance	☐	☐	☐	☒
Title Ins. Standard Coverage Owner's Policy	☐	☒	☐	☐	Soil(s) Test(s)	☐	☐	☐	☒
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy	☒	☐	☐	☐	Hazardous Waste Report(s)	☐	☐	☐	☒
Additional Title Coverage	☒	☐	☐	☐	Domestic Well Water Potability Test Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
Water Rights Transfer Fee	☐	☐	☐	☒	Domestic Well Water Productivity Test Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
Attorney Contract Preparation or Review Fee	☒	☐	☐	☐	Septic Inspections Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
	☐	☐	☐	☐	Septic Pumping Shall be ordered by: ☐ BUYER ☐ SELLER	☐	☐	☐	☒
	☐	☐	☐	☐		☐	☐	☐	☐

Upon closing SELLER agrees to pay ☐ _____ % 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.

28. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, 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

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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, 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, 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.

29. 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 or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company'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.

30. 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.

31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

32. 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) July 10, 2020

The parties agree that the CLOSING COMPANY for this transaction shall be Boundary Abstract Title Company located at Bonnors Ferry Idaho 83806 shall be Boundary Abstract Title Company. If a long-term escrow /collection is involved, then the long-term escrow holder

33. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm

34. 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.

35. 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.

36. 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.

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

38. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) Jun 10, 2020 at (Local Time in which PROPERTY is located) 12 ☐ A.M. ☒ P.M.

BUYER'S Initials (JLM) (_____) Date 6/8/2020

SELLER'S Initials (KV) (_____) Date 06/09/2020 2:16 PM PDT

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JULY 2019 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 6 of 7

Serial#: 007522-400153-1663385

Prepared by: Sam Testa | Coldwell Banker North Woods | samtesta@yahoo.com | 2082678575

Form
Simplicity

PROPERTY ADDRESS: Ball Park Road

ID#: ST06082020

39. BUYER'S SIGNATURES:

☒ SEE ATTACHED BUYER'S ADDENDUM(S): RE-17 Financing Addendum(Specify number of BUYER addendum(s) attached.)
(Specify number of BUYER exhibit(s) attached.)☐ SEE ATTACHED BUYER'S EXHIBIT(S):☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.BUYER Signature Jennifer L McLeishBUYER (Print Name) Engage Acquisitions, LLC.Date 6/8/2020 Time 6:22 PM PDT ☐ A.M. ☒ P.M.Phone # 208-691-1126 Cell # _____Address Ols Hwy 2 LoopE-Mail ottomoleish@gmail.comCity Moyle Springs State Idaho Zip 83846

Fax # _____

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

BUYER Signature _____

BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

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

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____☐ SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____☒ SELLER does currently hold an active Idaho real estate license. ☒ SELLER is related to agent.SELLER Signature Richard VilelliSELLER (Print Name) Richard VilelliDate 06/09/2020 2:16 PM PDT Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

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

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

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.

SELLER'S DISCLOSURE FORM - VACANT LAND

Seller's Name

Penhandle Brewing Co

Date

6-10-20

Legal Description of Property

RP 62 N. 01 E 2700 10 A

Purpose of Statement: This is a statement of the conditions and information concerning the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific areas related to the property. Other than owning the property, the Seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential Buyer. This is not a warranty of any kind by the Seller or by any agent representing any Seller in this transaction. It is not a substitute for any inspections. Purchaser is encouraged to obtain his/her own professional inspections.

THE FOLLOWING ARE THE CONDITIONS OF THE ABOVE PROPERTY AS INDICATED BY THE SELLER:

ANNEXATION

YES	NO	DO NOT KNOW	N/A
-----	----	----------------	-----

1. Is the property located in an area of the city impact, adjacent to or contiguous to city limits, and is this property legally subject to annexation by the city?

☒	☐	☐	☐	☐	☐	☐	☐
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

2. Does the property, if not within city limits, receive any city services thus making it legally subject to annexation by the city?

☒	☐	☐	☐	☐	☐	☐	☐
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

3. Does the property have a written consent to annex recorded in the county recorder's office, this making it legally subject to annexation by the city?

☐	☐	☒	☐	☐	☐	☐	☐
--------------------------	--------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

WATER

1. Is the subject property served by a public or community water system?

A. Hook-up fees paid?

B. Usury Fee paid?

C. Monthly Water Fee?

D. Are there any problems with the system?

☒	☐	☒	☐	☐	☐	☐	☐
☐	☐	☒	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐

2. Is the subject property served by a private water system?

A. Source:

Drilled Well

Spring Well

Other?

☐	☐	☒	☐	☐	☐	☐	☐
--------------------------	--------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐

Can you provide a copy of:

Well Driller's Report?

Water Quality Tests?

☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐

3. Are the rights to the well shared with a neighbor?

A. Do you have a written water well agreement?

B. Do you have an oral agreement?

☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐

4. Are there any year-round streams, lakes, springs or ponds on the property?

A. Were water rights filed?

☒	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐

Seller's initials

ROS

Buyer's initials

gjm
7/21/20

Date

6-10-20

Date

WATER (Continued)

- B. Will water rights be transferred?
 C. Does anyone else have water rights to your property?
 D. Do you have any water rights "off site" that need to be transferred with the property?

Only water rights to be retained will be addressed in water line easement

YES	NO	DO NOT KNOW	N/A
-----	----	-------------	-----

☐	☒	☐	☐
☒	☒	☐	☐

SEWER/SEPTIC

1. Is the property served by a city/municipal sewer system?

- A. Hookup fees paid?
 B. Usury fees paid?
 C. Monthly Fees?
 D. Any problems?

RV

☐	☒	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

2. Is the property served by a community drainfield site?

- A. Hookup fees paid?
 B. Monthly Fees?
 C. Do you have a septic tank?
 D. Is an effluent pump required?
 E. Any problems with the system?
 F. When was the last time the septic tank was pumped?

☐	☒	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

3. Is the property served by a private septic system?

- A. Type of leach field?
 Standard ?
 Mound ?
 Pond ?
 B. Is the leach field on site?
 If no, do you have a written easement for your site?
 C. Is an effluent pump required?
 D. When was the last time the septic tank was pumped?
 E. Any problems?

☐	☒	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

4. Does the property have a "Septic Site Evaluation" from Panhandle Health?

- A. Date Approved _____ Date Expires _____

- B. Type of Drainfield:

- Standard ?
 Mound ?
 Pond ?

- C. Is the drainfield on site?

- D. Does the permit restrict the size of the home/building?

☐	☒	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

OTHER DISCLOSURES

1. Have any of the following been installed to the property lines/boundaries?

- A. Electricity?
 B. Telephone?
 C. Natural Gas?
 D. Cable TV
 E. Internet?

2. Is the property within the boundaries of a fire district?

3. Are Timber Rights owned by the seller?

4. Are mineral rights owned by the seller?

5. Does the property have a legal recorded easement (access) to a county or public road?

6. If a private road, is there a written road maintenance agreement?

7. Width of easement in feet? _____

☐	☒	☐	☐
☐	☒	☐	☐
☐	☒	☐	☐
☐	☒	☐	☐
☐	☒	☐	☐
☒	☐	☐	☐

Seller's Initials

RPD

Date

6-10-20

Buyer's Initials

jm

Date

7/21/20

RP 62 NO 1 E 27 0010 A

YES	NO	DO NOT KNOW	N/A
-----	----	----------------	-----

There is a water line running through the property that will need an easement to allow adjacent property to use

Panhandle Brewery, Co

Seller _____ Date 7/21/20
Purchaser _____ Date _____
Purchaser _____ Date _____



ADDENDUM #2

(All addendums shall be numbered sequentially.)

JULY 2019 EDITION

Page 1 of 1

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.



Today's Date: July 14, 2020

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: June 8, 2020

ID # ST06082020

ADDRESS: Ball Park Road, Bonners Ferry, Idaho 83805

BUYER(S): Engage Aquisitions, LLC.

SELLER(S): Richard Villelli

The undersigned parties hereby agree as follows:

1. Attached to this Addendum and labeled as Exhibit A is the Water Right License No. 98-07639 assigned to this property by the State of Idaho.

2. The Seller agrees to include this Water Right License in the sale and assist in the transfer of this License to the Buyers.

3. All other terms and conditions remain the same.

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: Jennifer L McLeish

Date: 7/15/2020

BUYER:

Date:

SELLER: Richard Villelli

Date: 07/16/2020 10:25 AM

SELLER:

Date:

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JULY 2019 EDITION

RE-11 ADDENDUM

Page 1 of 1

Serial#: 065747-900159-4791599

Prepared by: Sam Testa | Coldwell Banker North Woods | samtesta@yahoo.com | 2082678575

Form
Simplicity



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 05, 2021

ENGAGE ACQUISITIONS LLC
2110 OLD HIGHWAY TWO LOOP
MOYIE SPRINGS ID 83845-6001

Re: Change in Water Right Ownership: 98-7639 (Split into 98-7639 and **98-8032**),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) 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(s) 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) 762-2800.

Sincerely,

Natalie Steading
Technical Records Specialist 1

Enclosure(s)