

water right # 65-13820 DE

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 28 2020

DEPARTMENT OF  
WATER RESOURCES

## Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-13820	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Philip McLaughlin  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Douglas Adams  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 7 River Rd. Garden Valley Id. 83622  
Mailing address City State ZIP
- 509-322-3576 doug.adams 47@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: 12/30/2019
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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.
- ☐ 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: Douglas Adams owner 8/26/1920  
Signature of new owner/claimant Title, if applicable Date

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

### For IDWR Office Use Only:

Received by ku Date 8-28-2020 Receipt No. C109193 Receipt Amt. \$25

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 ASU Date 9/16/2020




# ArcGIS Web Map



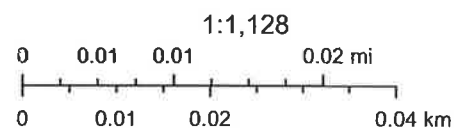
8/26/2020, 8:02:04 AM

## POU - Water Rights

 All Other POU (non-provider)

 Irrigation Providers and Municipal Service Areas

## POD - Water Rights



**Source:** Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



# ArcGIS Web Map



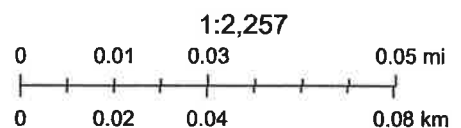
8/26/2020, 8:07:18 AM

POU - Water Rights

 All Other POU (non-provider)

 Irrigation Providers and Municipal Service Areas

 POD - Water Rights



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



# RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2019  
EDITION



Page 1 of 8

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.

1 ID# 7RiverAdams DATE 11/08/2019  
2 LISTING AGENCY Garden Valley Homes & Land Office Phone # 208-462-6102 Fax #  
3 Listing Agent Valerie Jones E-Mail valjonessells@gmail.com Phone #  
4 SELLING AGENCY Garden Valley Homes & Land Office Phone # 208-462-6102 Fax # 888-257-7778  
5 Selling Agent Valerie Jones E-Mail valjonessells@gmail.com Phone # 208-863-7071

6 1. BUYER: Douglas Adams Rose Adams  
7 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as  
8 "PROPERTY" COMMONLY KNOWN AS 7 River Rd  
9 City Garden Valley County        ID, Zip 83622 legally described as:  
10 T10N R4E Pine Tree Ranch 11 Lot 5 Sec 27  
11 OR Legal Description Attached as exhibit        (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

12 2. \$        PURCHASE PRICE:        DOLLARS,  
13 payable up        TERMS AND CONDITIONS (not including closing costs)       

14 This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No (N/A if left blank)

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

16 (A) \$        EARNEST MONEY:        DOLLARS  
17 BUYER here        above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by: Held By: Delivered: Deposited:  
☐ Cash ☐ Responsible Broker ☐ With Offer ☒ Upon Receipt and Acceptance  
☒ Personal Check ☒ Closing Company ☒ Within        business days (three [3] if  
☐ Cashier's Check ☐ See Section 4 ☐ See Section 4 ☐ Upon Receipt Regardless of  
☐ Wire Transfer ☐ See Section 4 ☐ See Section 4  
☐ Note  
☐ See Section 4

18 THE RESPONSIBLE BROKER SHALL BE: Valerie Jones

19 (B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH  
20 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER  
21 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.

22 (C) Cash proceeds from another sale: ☐ Yes ☒ No (N/A if left blank)

23 (D) \$        NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is  
24 contingent on the following financing:  
25 FIRST LOAN of \$        not including mortgage insurance ☐ FHA, ☐ CONVENTIONAL, ☐ IHA, ☐ RURAL  
26 DEVELOPMENT, ☐ OTHER with interest not to exceed        for a period of        year(s) at: ☒ Fixed Rate ☐ Other  
27 In the event BUYER is unable, after exercising good faith efforts, to obtain the financing, BUYER'S Earnest Money shall be returned to BUYER.  
28 SECOND LOAN of \$        through ☐ FHA, ☐ IHA, ☐ CONVENTIONAL, ☐ IHA, ☐ RURAL DEVELOPMENT, ☐ OTHER  
29 with interest not to exceed        % for a period of        year(s) at: ☐ Fixed Rate ☐ Other

30 LOAN APPLICATION: BUYER ☒ has applied OR ☐ shall apply for such loan(s). Within        business days (ten [10] if left blank) of final acceptance  
31 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt  
32 ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject  
33 only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than  
34 PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce  
35 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  
36 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  
37 other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

38 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the  
39 purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given

40 BUYER'S Initials        Date 11/13/19

41 SELLER'S Initials        Date 11/13/19

42 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  
43 Idaho Association of REALTORS®, Inc. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

44 JULY 2019 EDITION

45 RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

46 Page 1 of 8

47 INSTANTANEOUS

PROPERTY ADDRESS: 7 River Rd

Garden Valley

ID

83622

ID#

7RiverAdams

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 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). \$ \_\_\_\_\_ 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.

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

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

## (A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: \_\_\_\_\_


See Attached Exhibit A

## (B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: \_\_\_\_\_

6. 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.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY 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.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

BUYER'S Initials  Date 11/8/19SELLER'S Initials  Date 11/13/19

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®, Inc. All rights reserved.



PROPERTY ADDRESS: 7 River Rd Garden Valley ID 83622 ID#: 7RiverAdams

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

(A). **PRELIMINARY TITLE COMMITMENT 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        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        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 Meridian Fidelity located at        ID 83642 shall provide the title policy and preliminary report of commitment. Title Company

(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.

**10. INSPECTION:** (A). BUYER chooses ☒ to conduct inspections ☐ not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 10(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than        business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

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

#### (B) TIMEFRAME(S) FOR INSPECTIONS

**1) PRIMARY INSPECTION:** Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 10 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

**2) SECONDARY INSPECTION:** Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 10(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 10(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the Costs Paid By section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

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

BUYER'S Initials RA RA Date 11/8/19

SELLER'S Initials MS MS Date 11/13/19

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: 7 River Rd

Garden Valley

ID

83622

ID#:

7RiverAdams

**(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:**

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 10(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required. If additional time was reserved in 10(B)(2) there may be multiple notices.

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 10(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

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

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items/conditions, it shall end BUYER'S timeframe for that particular inspection and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have \_\_\_\_\_ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 10(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 \_\_\_\_\_ business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 10(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 10(B)(2).

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

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

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

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

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

BUYER'S Initials JB AD Date 11/8/19SELLER'S Initials PL N Date 11/13/19

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: 7 River Rd Garden Valley ID 83622 ID#: 7RiverAdams

**15. SUBDIVISION HOMEOWNER'S ASSOCIATION:** BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, 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 \$ 400 per yr.  
☐ 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.

**16. COSTS PAID BY:** The parties agree to pay the following costs immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 10.

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

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

SELLER agrees to pay up to \$ n/a (\$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.

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

**18. 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.

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

**20. WALK THROUGHS:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within \_\_\_\_\_ business days (three (3) if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within \_\_\_\_\_ business days

BUYER'S Initials DA Date 11/8/19

SELLER'S Initials MSL Date 11/13/19



PROPERTY ADDRESS: 7 River Rd Garden Valley ID 83622 ID#: 7RiverAdams

(three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for phone, cable and internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their associates of any liability as to incomplete repairs and/or any changed conditions.

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

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

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

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

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

**26. 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 agree 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.

**27. 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.

**28. 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."

**29. 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.

**30. DEFAULT: If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

BUYER'S Initials [Signature] Date 11/13/19

SELLER'S Initials [Signature] Date 11/13/19

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: 7 River Rd

Garden Valley

ID

83622

ID#:

7RiverAdams

**31. 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.

**32. 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.

**33. "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.

**34. 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.

**35. 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.

**36. 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) 12/30/2019. The parties agree that the CLOSING COMPANY for this transaction shall be Fidelity Title located at 1940 S Bonito Way, Ste 190 Meridian, ID 83642. If a long-term escrow / collection is involved, then the long-term escrow holder shall be \_\_\_\_\_.

**37. POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date \_\_\_\_\_ time \_\_\_\_\_ ☐ A.M. ☐ P.M.

**38. 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.

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

**40. 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.

**41. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

**42. 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.

**43. ACCEPTANCE:** This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 11/10/19 at (Local Time in which PROPERTY is located) 6 ☐ A.M. ☒ P.M.

BUYER'S Initials [Signature] Date 11/8/19

SELLER'S Initials [Signature] Date 11/13/19

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: 7 River Rd Garden Valley ID 83622 ID#: 7RiverAdams

## 44. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): \_\_\_\_\_ (Specify number of BUYER addendum(s) attached.)  
☒ SEE ATTACHED BUYER'S EXHIBIT(S): "A" (Specify number of BUYER exhibit(s) attached.)

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

BUYER Signature [Signature] BUYER (Print Name) Douglas Adams  
 Date 11/8/19 Time 5:25 ☐ A.M. ☒ P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

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

BUYER Signature [Signature] BUYER (Print Name) Rose Adams  
 Date 11-8-19 Time 5:30 ☐ A.M. ☒ P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

45. 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 #1  
☐ 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 [Signature] SELLER (Print Name) Philip E McLaughlin  
 Date 11/13/19 Time 12:45 ☐ A.M. ☒ P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

CONTRACTOR REGISTRATION # (if applicable) \_\_\_\_\_

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

SELLER Signature [Signature] SELLER (Print Name) Marie E McLaughlin  
 Date 11/13/19 Time 12:49 ☐ A.M. ☒ P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

CONTRACTOR REGISTRATION # (if applicable) \_\_\_\_\_

## LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within \_\_\_\_\_ calendar days (three [3] if left blank) by BUYER initialing HERE (\_\_\_\_\_) (\_\_\_\_\_) Date \_\_\_\_\_  
 If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

AuthenticSign ID: 28BAEE63-F3D6-403A-8165-42AE2582EA13



# RE-32 MULTIPLE COUNTER OFFER # 1 (One) (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.

1 Today's Date: 11/10/2019

2

3 This is a Multiple Counter Offer to the Purchase and Sale Agreement Dated: 11/08/2019

4

5 ADDRESS: 7 River Rd. Garden Valley ID 83622 ID#: 7RiverAdams

6

7 BUYER: Douglas Adams Rosemarie Adams

8

9 SELLER: Philip E McLaughlin Marie E McLaughlin

10

11 Acceptance of the above referenced Purchase and Sale Agreement and/or any applicable Counter Offer is contingent upon agreement to the following terms:

12

13 SELLER is making one or more counter offer(s) to other prospective BUYER(s) on terms that may or may not be the same or similar to the terms contained herein. Acceptance of this Multiple Counter Offer by BUYER shall not be binding unless and until it is subsequently re-signed by SELLER and the re-signed copy is delivered in person or by mail, facsimile or electronic transmission to the BUYER or BUYER'S Agent within the time specified herein on line 45.

14

15 The Parties understand and agree that SELLER is not obligated to accept any offer, counter offer or multiple counter offer submitted. Further, the Parties understand and agree that SELLER may sell the property to any person and upon any terms deemed acceptable to the SELLER, in the SELLER'S sole discretion, whether or not the terms of the final sale are the same, similar or different to the terms contained herein. Until Final Acceptance has occurred either Party may withdraw any offer, counter offer or multiple counter offer to buy or sell the PROPERTY.

16

17 Purchase Price to be \$5 [REDACTED]

18

19 Property to be sold "as is" [REDACTED]

20

21 Seller will mark river corner pins as accurate as possible as per survey.

22

23 Pre Approval letter to be delivered to seller before Tuesday, October 12, 2019 at 5:00pm.

24

25 All other terms and conditions to remain the same.

26

27

28

29

30

31

32

33

34

35

36

37 To the extent the terms of this Multiple Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums and Counter Offers, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this Multiple 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 execution of this Multiple Counter Offer by Buyer and Seller granting Final Acceptance 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. Unless Acceptance of this Multiple Counter Offer is signed by BUYER and a signed copy delivered in person or by mail, facsimile, or electronic transmission and received by SELLER or SELLER'S Agent by (date): 11/12/2019 at 5:00 A.M. P.M., this Multiple Counter Offer shall be considered expired. SELLER acknowledges receipt of a copy hereof.

38

39

40

41

42

43

44

45

46

47

48

49 SELLER: Philip E McLaughlin Philip E McLaughlin Dated: 11/10/2019 Time: 4:59 PM A.M. P.M.

50 SELLER: Marie E McLaughlin Marie E McLaughlin Dated: 11/10/2019 Time: 5:00 PM A.M. P.M.

51

52

53

54 BUYER'S ACCEPTANCE

55 The BUYER hereby agrees to the terms and conditions of this Multiple Counter Offer and acknowledges receipt of a copy hereof. Unless Final Acceptance of this Multiple Counter Offer is signed by SELLER and a signed copy delivered in person or by mail, facsimile, or electronic transmission and received by BUYER or BUYER'S Agent by (date): 11-13-19 at 5:00 A.M. P.M., this Multiple Counter Offer shall be considered expired.

56

57 BUYER: [Signature] Dated: 11/12/19 Time: 02:00 A.M. P.M.

58

59 BUYER: [Signature] Dated: 11/12/2019 Time: 2:00 A.M. P.M.

60

61

62

63 SELLER'S FINAL ACCEPTANCE

64 Signature by SELLER below and delivery to BUYER or BUYER'S Agent as indicated above creates a Final Acceptance and a binding agreement. SELLER agrees to sell the PROPERTY to the BUYER subject to the terms and conditions contained herein.

65

66 SELLER: Philip E McLaughlin Dated: 11/13/19 Time: 12:45 A.M. P.M.

67

68 SELLER: Marie E McLaughlin Dated: 11/13/19 Time: 12:50 A.M. P.M.

69

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®, Inc. BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2019 EDITION

RE-32 MULTIPLE COUNTER OFFER

Page 1 of 1



8/23/2020

RE: Funded Recorded - McLaughlin/Adams : 7 River Road Garden Valley ID 83622 - Order #34601914662

From: bobettew@fairwaymc.com,  
To: Cynthia.Henscheid@fnf.com, valjonessells@gmail.com, adamsfarmrealtor@aol.com,  
Cc: rhonda.mcbride@fairwaymc.com, patty.tackes@fairwaymc.com, katie.badker@fairwaymc.com, teanna.jacoby@fairwaymc.com, RachaelE@fairwaymc.com,  
Subject: RE: Funded Recorded - McLaughlin/Adams : 7 River Road Garden Valley ID 83622 - Order #34601914662  
Date: Mon, Dec 30, 2019 3:09 pm

Attachments:

Thank you all for your awesome work on getting this file closed. I appreciate all your help and expertise!!

## Bobette Wood

Fairway Independent Mortgage Corporation - NMLS #2289

Loan Officer - NMLS #875315, MLO #13681

Cell: 208-867-8918

Fax: 208-333-8614

Email: [bobettew@fairwaymc.com](mailto:bobettew@fairwaymc.com)

Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Fairway Independent Mortgage Corporation or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.

From: Henscheid, Cynthia <Cynthia.Henscheid@fnf.com>

Sent: Monday, December 30, 2019 3:58 PM

To: Valerie Jones (valjonessells@gmail.com) <valjonessells@gmail.com>; Bobette Wood <bobettew@fairwaymc.com>; adamsfarmrealtor@aol.com

Cc: Rhonda McBride <rhonda.mcbride@fairwaymc.com>; Patty Tackes <patty.tackes@fairwaymc.com>; Katie Badker <katie.badker@fairwaymc.com>; Teanna Jacoby <teanna.jacoby@fairwaymc.com>; Rachael Ewer <RachaelE@fairwaymc.com>

Subject: Funded Recorded - McLaughlin/Adams : 7 River Road Garden Valley ID 83622 - Order #34601914662

Importance: High

**\*\*please note there are NO attachments to this email\*\***

**Congratulations! We have recorded on the above-referenced transaction, funds will be disbursed soon hereafter. We're so appreciative of our customers and want to remind you that a referral and another order is the greatest thank you that we can receive. I look forward to working with you again in the near future!**

*closed & funded*

Deed Instrument No: 266176

Deed of Trust/Mortgage Instrument No: 266177

Deed of Trust/Mortgage Instrument No: 266178

Cynthia Henscheid Senior Escrow Officer

Phone: 208-947-2747 Cell: 208-921-4780 Fax: 866-671-3892

NOTE: out of office today 12/30 Ryan Mullins, escrow assistant Email: [Ryan.Mullins@fnf.com](mailto:Ryan.Mullins@fnf.com) Phone: 208-333-3589

 **Fidelity National Title**  
IDAHO

[Cynthia.Henscheid@fnf.com](mailto:Cynthia.Henscheid@fnf.com) [View & Share Recommendations](#)

[fidelitytitleidaho.com](http://fidelitytitleidaho.com) [GFE Rate Calculator](#) Customer Service: 208-377-3190



**FOR YOUR PROTECTION, PLEASE NOTE:**  
CHANGES TO WIRING INSTRUCTIONS WILL NEVER BE ACCEPTED OR REQUESTED VIA EMAIL.  
ALWAYS CALL YOUR ESCROW OFFICER TO VERIFY



### Tax Certification

Commitment File No.: 462411

Your Reference No.: 34601914662

Borrowers: Douglas Adams and Rosemarie Adams

Address: 7 River Rd., Garden Valley, ID 83622

County: Boise

Parcel No.: RP054110000050

Tax Year: 2019

Total Amount: [REDACTED]

1st Half:

Amount: [REDACTED]

Status: Due

Due Date: December 20, 2019

2nd Half:

Amount: [REDACTED]

Status: Due

Due Date: June 20, 2020

Tax Year: 2020

Total Amount: Not yet assessed

1st half due date: 12/20/2020

2nd half due date: 06/20/2021

**NOTE: The installment amounts shown above does not include interest and penalties, if any. Please contact the county treasurer's office for an exact amount due if taxes are delinquent.**

Taxing Entity: Boise County Treasurer

Address: 420 Main St., PO Box 1300

Idaho City, ID 83631

Phone: (208) 392-4441

**PLEASE NOTE THIS DOCUMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, ALL TITLE CURATIVE INFORMATION, INCLUDING PAYOFFS MUST BE OBTAINED FROM THE COUNTY TREASURER REFERENCED ABOVE!**







Escrow No.: 34601914662a-CH

AT-462411

Instrument # 266176

IDAHO CITY, BOISE COUNTY, IDAHO

12-30-2019 15:46:13 PM No. of Pages: 2

Recorded for: ALLIANCE TITLE - BOISE PRODUCT

MARY T. PRISCO Fee: \$15.00

Ex-Officio Recorder Deputy shirley george

Index to: DEEDS

Electronically Recorded by Simplifile

## WARRANTY DEED

### FOR VALUE RECEIVED

Philip E. McLaughlin and Marie E. McLaughlin, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Rosemary Adams and Douglas Adams, wife and husband, as community property with rights of survivorship

GRANTEE(S), whose current address is: 7 River Road, Garden Valley, ID 83622

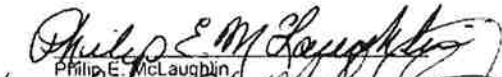

the following described real property in Boise County, Idaho, more particularly described as follows, to wit:

Lot 5 of Pine Tree Ranch No. 11, according to the official plat thereof, filed as Instrument No. 96842, Records of Boise County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 27th day of December, 2019.

  
Philip E. McLaughlin  
  
Marie E. McLaughlin

**WARRANTY DEED**  
(continued)

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 30 day of Dec, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Philip E. McLaughlin and Marie E. McLaughlin known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

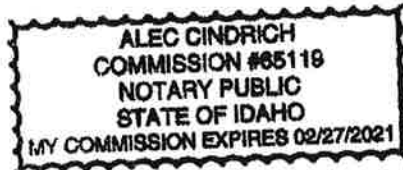
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)







State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

September 16, 2020

DOUGLAS ADAMS  
ROSEMARY ADAMS  
7 RIVER RD  
GARDEN VALLEY ID 83622-5003

Re: Change in Ownership for Water Right No(s): 65-13820

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at [Amanda.veibell@idwr.idaho.gov](mailto:Amanda.veibell@idwr.idaho.gov) or (208) 287-4945.

Sincerely,

*Amanda Johnson-Veibell*

Amanda Johnson-Veibell  
Technical Records Specialist 1

Enclosure(s)

## **Veibell, Amanda**

---

**From:** Veibell, Amanda  
**Sent:** Wednesday, September 16, 2020 11:26 AM  
**To:** 'Henscheid, Cynthia'; adamsfarmrealtor@aol.com  
**Cc:** doug.adams47@gmail.com  
**Subject:** RE: WATER RIGHTS TRANSFER 63-13820

Good Morning.

Thank you for the below information. If I have any questions, I will reach out.

Thanks.

**Amanda Johnson-Veibell**

208-287-4945

**From:** Henscheid, Cynthia [mailto:Cynthia.Henscheid@fnf.com]  
**Sent:** Thursday, September 10, 2020 6:20 PM  
**To:** adamsfarmrealtor@aol.com; Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov>  
**Cc:** doug.adams47@gmail.com  
**Subject:** RE: WATER RIGHTS TRANSFER 63-13820

This message was sent securely using Zix®

Amanda,

Hello, The Adams have reached out to me to assist with the document you need in order to complete the water transfer. Please find attached the recorded warranty deed and the owners title insurance policy.

Please let me know if you need anything else in order to complete the transfer.

Thank you,

**Cynthia Henscheid, Escrow Officer Ph: 208-921-4780 | Fax: 844-780-4143**

**Ryan Mullins, Junior Closer Email: ryan.mullins@fnf.com ph: 208-333-3589**



**Fidelity National Title**

Trusted everywhere,  
every day.

**CALL or EMAIL ME for SIGNING OPTIONS for your clients.**

***Earnest Money may be dropped off, mailed or wired***

**My office location: 3715 E Overland Road, Suite 100, Meridian ID 83642**

**Other locations: 485 E Riverside Drive, Suite 200, Eagle ID 83616**

**5700 E Franklin Rd, Suite 205, Nampa ID 83687**

**PLEASE READ:** Effective May 4, 2020, our offices remain open by appointment only. Face coverings will be required by all customers entering our offices. We appreciate your patience as we continue to serve you, &

please know, It's a pleasure to be your choice in Title & Escrow. Safeguarding the health and safety of our customers and employees is our top priority. We continue to follow guidelines issued by the CDC, WHO, and other state agencies related to safety protocols and virus protection.



**FOR YOUR PROTECTION, PLEASE NOTE:**

**CHANGES TO WIRING INSTRUCTIONS WILL NEVER BE ACCEPTED OR REQUESTED VIA EMAIL.**

**ALWAYS CALL YOUR ESCROW OFFICER TO VERIFY**

[cynthia.henscheid@fnf.com](mailto:cynthia.henscheid@fnf.com) [View & Share Recommendations](#)

**From:** [adamsfarmrealtor@aol.com](mailto:adamsfarmrealtor@aol.com) <[adamsfarmrealtor@aol.com](mailto:adamsfarmrealtor@aol.com)>

**Sent:** Friday, September 4, 2020 11:47 AM

**To:** [Amanda.Veibell@idwr.idaho.gov](mailto:Amanda.Veibell@idwr.idaho.gov)

**Cc:** Henscheid, Cynthia <[Cynthia.Henscheid@fnf.com](mailto:Cynthia.Henscheid@fnf.com)>; [doug.adams47@gmail.com](mailto:doug.adams47@gmail.com)

**Subject:** WATER RIGHTS TRANSFER 63-13820

**IMPORTANT NOTICE** - This message sourced from an external mail server outside of the Company.

Hello Amanda:

RE: WATER RIGHTS TRANSFER # 63-13820

7 River Rd. Garden Valley, ID 83622 from Philip McLaughlin

Recorded WD Owners Policy 34601914662a

In response to your request for more documentation regarding our purchase of the property known as 7 River Rd, Garden Valley, ID 83622 and transfer of the attached water rights, I have reached out to Cynthia Henscheid, [cynthia.henscheid@fnf.com](mailto:cynthia.henscheid@fnf.com), senior escrow officer, of Fidelity National Title. She will be included as part of this email as a c.c. at title company. I have forwarded to you her contact information. Cynthia is going to forward to you (with copies to us) the recorded warranty deed and title policy on this property.

Once Cynthia has been included as part of this email, she will be sure to follow-up and will email to you, Amanda, directly, at Amanda. [Veibell@idwr.idaho.gov](mailto:Veibell@idwr.idaho.gov), the necessary documents. This should resolve any discrepancies and provide proof regarding the transfer of ownership and the transfer of the water rights and fulfills your request for further documentation.

Thank you for your courtesies.

Douglas & Rosemary Adams

[adamsfarmrealtor@aol.com](mailto:adamsfarmrealtor@aol.com)

509.322.3576

c.c. Cynthia Henscheid

Douglas Adams



---

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

---

This message was secured by Zix<sup>®</sup>.

## **Veibell, Amanda**

---

**From:** adamsfarmrealtor@aol.com  
**Sent:** Friday, September 4, 2020 11:30 AM  
**To:** Veibell, Amanda  
**Subject:** Fwd: Recorded WD, Owners policy: 34601914662a: 7 River Rd., Garden Valley, ID 83622: Douglas Adams and Rosemary Adams:

-----Original Message-----

From: Henscheid, Cynthia <Cynthia.Henscheid@fnf.com>  
To: adamsfarmrealtor@aol.com <adamsfarmrealtor@aol.com>  
Sent: Fri, Sep 4, 2020 9:56 am  
Subject: RE: Recorded WD, Owners policy: 34601914662a: 7 River Rd., Garden Valley, ID 83622: Douglas Adams and Rosemary Adams:

EMAIL Fidelity National Title [Cynthia.Henscheid@fnf.com](mailto:Cynthia.Henscheid@fnf.com)

-----Original Message-----

From: Henscheid, Cynthia  
Sent: Friday, September 4, 2020 10:56 AM  
To: [adamsfarmrealtor@aol.com](mailto:adamsfarmrealtor@aol.com)  
Subject: Recorded WD, Owners policy: 34601914662a: 7 River Rd., Garden Valley, ID 83622: Douglas Adams and Rosemary Adams:

Hi Rose,

Please include me in the email to Amanda regarding the Water Rights.

Our offices and the County Recorders will be closed Monday September 7th in observance for the Labor Day Holiday.

Cynthia Henscheid, Escrow Officer Ph: 208-921-4780 | Fax: 844-780-4143 Ryan Mullins, Junior Closer Email: [ryan.mullins@fnf.com](mailto:ryan.mullins@fnf.com) ph: 208-333-3589

Fidelity National Title

My office location: 3715 E Overland Road, Suite 100, Meridian ID 83642 Other locations: 485 E Riverside Drive, Suite 200, Eagle ID 83616

5700 E Franklin Rd, Suite 205, Nampa ID 83687

PLEASE READ: Effective May 4, 2020, our offices remain open by appointment only. Face coverings will be required by all customers entering our offices. Earnest Money may be dropped off, mailed or wired. CALL OR EMAIL ME for SIGNING OPTIONS. We appreciate your patience as we continue to serve you, & please know, It's a pleasure to be your choice in Title & Escrow. Safeguarding the health and safety of our customers and employees is our top priority. We continue to follow guidelines issued by the CDC, WHO, and other state agencies related to safety protocols and virus protection.

**\*\*BE AWARE\*\* INQUIRE BEFORE YOU WIRE\*\*\*** INFORM YOUR CLIENTS to ALWAYS VERIFY wire instructions through a known, trusted phone number prior to sending the funds. DO NOT use the phone number provided in the email communication.\*\*

---

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

## **Veibell, Amanda**

---

**From:** adamsfarmrealtor@aol.com  
**Sent:** Friday, September 4, 2020 11:47 AM  
**To:** Veibell, Amanda  
**Cc:** cynthia.henscheid@fnf.com; doug.adams47@gmail.com  
**Subject:** WATER RIGHTS TRANSFER 63-13820

Hello Amanda:

RE: WATER RIGHTS TRANSFER # 63-13820  
7 River Rd. Garden Valley, ID 83622 from Philip McLaughlin  
Recorded WD Owners Policy 34601914662a

In response to your request for more documentation regarding our purchase of the property known as 7 River Rd, Garden Valley, ID 83622 and transfer of the attached water rights, I have reached out to Cynthia Henscheid, cynthia.henscheid@fnf.com, senior escrow officer, of Fidelity National Title. She will be included as part of this email as a c.c. at title company. I have forwarded to you her contact information. Cynthia is going to forward to you (with copies to us) the recorded warranty deed and title policy on this property.

Once Cynthia has been included as part of this email, she will be sure to follow-up and will email to you, Amanda, directly, at Amanda.Veibell@idwr.idaho.gov, the necessary documents. This should resolve any discrepancies and provide proof regarding the transfer of ownership and the transfer of the water rights and fulfills your request for further documentation.

Thank you for your courtesies.

Douglas & Rosemary Adams  
adamsfarmrealtor@aol.com  
509.322.3576

c.c. Cynthia Henscheid  
Douglas Adams



**Veibell, Amanda**

---

**From:** Veibell, Amanda  
**Sent:** Thursday, September 3, 2020 3:27 PM  
**To:** 'doug.adams47@gmail.com'  
**Cc:** 'mountainmac44@gmail.com'  
**Subject:** Change in Ownership: 65-13820

DOUGLAS ADAMS  
7 RIVER RD  
GARDEN VALLEY ID 83622-5003

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

  X   Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

In accordance with Department [Records Memorandum 9](#), a Real Estate Purchase and Sale Agreement is not considered sufficient evidence of ownership of property. Please provide the department one of the above documents indicating your ownership of the property and/or water right.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4945.

Sincerely,

**Amanda Johnson-Veibell**

Technical Records Specialist I  
Idaho Dept Water Resources  
PO Box 83720 Boise ID 83720-0098  
208-287-4945

c: PHILIP E MC LAUGHLIN  
MARIE E MC LAUGHLIN