

RECEIVED

MAY 08 2017

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

Ident. No.

63-34381

1. Name of applicant(s) Jesse and Dustin Wageman Phone 208-530-5088
 Name connector (check one): ☒ and ☐ or ☒ and/or
 Mailing address 4375 W Dawson Rd St City Meridian
 State ID ZIP 83646 Email jessesue11@yahoo.com
2. Name of representative, if any Jesse Wageman Phone 208-530-5088
 Mailing address 4375 W Dawson St City Meridian
 State Idaho ZIP 83646 Email jessesue11@yahoo.com
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☐ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply ground water which is a tributary of RIA
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
<u>5N</u>	<u>2W</u>	<u>36</u>			<u>SW</u>	<u>1W</u>	<u>Canyon</u>	<u>ground water</u>	

5. Water will be used for the following purposes:
- Amount .04 CFS for domestic (1 home) purposes from Jan 1 to Dec 31 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount .14 CFS for irrigation purposes from Mar 15 to Nov 15 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount .02 CFS for stock water purposes from Jan 1 to Dec 31 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) .20 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. _____
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? ☐ Yes ☐ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
- e. If well is already drilled, when? _____; drilling firm _____;
 well was drilled for (well owner) _____; Drilling Permit No. _____

Received by RW Date 5/8/17 Time 3:20 Preliminary check by [Signature]
 Fee \$ 100.00 Received by RW Receipt No. W045258 Date 5/8/17
 63-34381

MAY 08 2017

WATER RESOURCES
WESTERN REGION

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. 2 horses 4 cows
- c. Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
- d. Domestic; show number of households one home
- e. Other; describe fully. _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	2W	36											X						

Total number of acres to be irrigated: 7 (seven)

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? _____

11. a) Who owns the property at the point of diversion? Chaney Stotts

- b. Who owns the land to be irrigated or place of use? Chaney Stotts

- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Chaney (our contractor) will be selling water / land to us as soon as house is complete

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. we currently have a contract in place for the above purchase.

13. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Jesse Wageman
Signature of Applicant
Jesse Wageman
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

2

RUSTIC ACRES SUBDIVISION

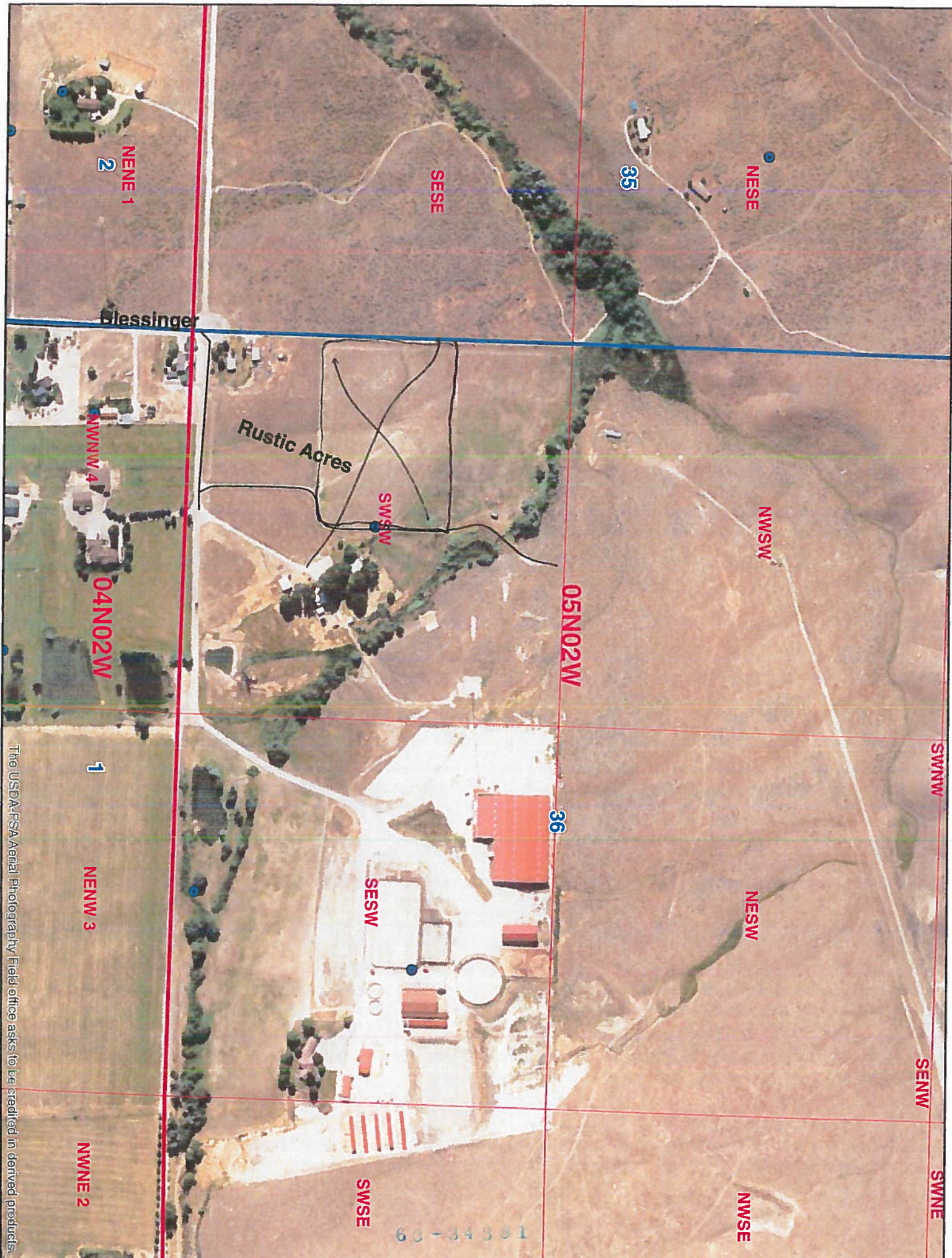
R37627101

SEB. ST. 1/4

521.35

R37627011

417.48



The USDA-FSA Aerial Photography Field office asks to be credited in derived products.

IDAHO

RE-22 PRE-SOLD NEW CONSTRUCTION REAL ESTATE PURCHASE AND SALE AGREEMENT

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.

JULY 2016
EDITION

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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# Wageman 001 DATE 03/13/2017
2
3 LISTING AGENCY Non-Listed Office Phone # na Fax # na
4 Listing Agent na E-Mail na Phone # na
5
6 SELLING AGENCY Keller Williams Realty Boise Office Phone # na Fax # na
7 Selling Agent Holly Stotts E-Mail stottsholly@gmail.com Phone # 208.880.3152
8

9 1. BUYER: Dustin Wageman Jesse Sue Wageman
10 (Hereafter called "BUYER") agrees to purchase, and CONTRACTOR/SELLER: Chaney Stotts Construction Inc.
11 (Hereafter called "SELLER") agrees to sell the following pre-sold new construction residence hereinafter described and to be constructed on the following
12 real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS: Parcel R37627101
13 in the City of Star County of Canyon, Idaho, Zip Code 83669
14 which is legally described as Lot No. _____, Block _____, Subdivision _____
15 in accordance with the plat of record in the office of the County Recorder or alternatively, legally described as:
16 36-5N-2W SW Rustic Acres
17 or Legal Description Attached as exhibit: _____ (Exhibit must accompany original offer and
18 be signed or initialed by BUYER and SELLER.)
19

20 2. \$ 445,300.00 TOTAL PURCHASE PRICE: Four Hundred Forty-Five Thousand Three Hundred DOLLARS,
21 payable upon the following TERMS AND CONDITIONS (not including closing costs):
22 The purchase price: ☐ includes; ☐ does not include the parcel of real PROPERTY described above.
23 The real PROPERTY is owned by the: ☐ BUYER, ☐ SELLER, ☒ OTHER
24 Parcel of real PROPERTY will be conveyed from BUYER to SELLER prior to start of construction: ☐ YES ☐ NO ☐ N/A (Not Applicable)
25

26 This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No
27

28 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
29

30 (A) \$ 0.00 EARNEST MONEY: BUYER hereby deposits
31 DOLLARS as Earnest Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note (due date): na
32 ☐ other na and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account
33 ☐ upon receipt or ☐ upon acceptance by BUYER and SELLER or ☐ other na
34 na and shall be held by: ☐ Listing Broker ☐ Selling Broker
35 ☐ other na for the benefit of the parties hereto.
36

37 ☐ Earnest Money to become NON-REFUNDABLE upon the: ☐ issuance of building permit, and/or ☐ removal of the following contingencies:
38 ☐ Approval of Final Plans, ☐ Finance, ☐ Sale of Home or Property, ☐ Other: (See Attached Addendum(s) # _____)
39 THE RESPONSIBLE BROKER SHALL BE: Reata Conner
40

41 (B) ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF
42 CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide
43 SELLER within 0 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, written confirmation of sufficient
44 funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial
45 statement.
46

47 Cash proceeds from another sale: ☐ Yes ☐ No
48

49 (C) \$ 423,035.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
50

51 FIRST LOAN of \$ 423,035.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA,
52 ☐ RURAL DEVELOPMENT, ☐ OTHER na with interest not to exceed 5 % for a period of 30 year(s) at:
53 ☒ Fixed Rate ☐ Other na In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S

54 Earnest Money shall be returned to BUYER.

55 SECOND LOAN of \$ 0.00 with interest not to exceed na % for a period of na year(s) at:
56 ☐ Fixed Rate ☐ Other na
57

58 LOAN APPLICATION: BUYER ☒ has applied OR ☐ shall apply for such loan(s) within na business days (five [5] if left blank) of SELLER'S
59 acceptance. Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written
60 confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds
61 necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender
62 underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money

BUYER'S Initials SW DW Date 3-13-17

SELLER'S Initials CCS Date 3-13-17

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JULY 2016 EDITION

RE-22 PRE-SOLD NEW CONSTRUCTION PURCHASE AND SALE AGREEMENT

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63-34381

PROPERTY ADDRESS: Parcel R37627101

Star

ID 83669 ID#: Wageman 001

shall be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

If such written confirmation required in 3(B) or 3(C) 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 na business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(D). \$ 5,000.00 ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND/OR CONDITIONS" (Section 50).
☐ Additional financial terms are contained in an addendum # na of same date, attached hereto, signed by both parties.

(E). \$ 15,000.00 ADDITIONAL NONREFUNDABLE CONSIDERATION to be deposited: ☐ with SELLER, ☐ in a trust account or

☐ Other na within na business days (five [5] if left blank) from: ☐ acceptance of offer or ☐ by removal of the following contingencies:

☐ Financing.☐ Sale of a home or property, ☐ Approval of final plans, ☐ see attached Addendum(s)☒ Other 1500.00 to be paid by 3-14-17 to seller and 13,500 to be paid to seller prior to seller closing lot nonrefunda

Any such additional consideration shall be applied against the purchase price at closing

(F). \$ 2,265.00 APPROXIMATE CASH 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. OWNER OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy PROPERTY as BUYER'S primary residence.5. CASH ADVANCES. Any and all cash advances paid by BUYER to SELLER pursuant to this Agreement (other than Earnest Money deposited with a real estate brokerage) shall be paid as follows: na

or as per the terms of a separate agreement made in writing and signed by the parties. Such cash advances shall be deposited, together with escrow instructions, with ☐ the real estate brokerage holding the Earnest Money ☐ Seller ☐ Other entity identified as na authorized to act as trustee under Idaho law. The use of such deposits shall be limited to the purchase of the building lot and/or construction of the residence as set forth in this Agreement. Any escrow fee shall be paid by: ☐ SELLER ☐ BUYER ☐ Shared Equally.

6. NOT APPLICABLE: 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. SELLER shall construct a new residence and related improvements in accordance with:

- ☐ The SELLER'S model (No. or Name) _____ Elevation _____ Garage orientation _____
☐ FHAVA Registered Plan
☒ Other (specify) Custom Home

8. PLANS AND SPECIFICATIONS: No changes shall be made to the Plans and Specifications or the purchase price except as agreed to in a written change order signed by BUYER and SELLER which sets forth the changes to be made and the amount of adjustment in the purchase price required by said change.

- ☐ A. BUYER is purchasing the residence based on inspection of a model home or an FHAVA Registered Plan or other Plan referred to in Section 7. The SELLER shall provide an addendum attached hereto which specifies the finish material and structural option which is included in the total purchase price of the residence. Any deviations from the addendum referenced in this Section shall be agreed to in writing indicating the nature and cost of the changes.
☒ B. BUYER is purchasing a custom built residence not based on a model, but on detailed Plans and Specifications of the residence. BUYER has reviewed and approved all Plans and Specifications and they are attached and incorporated herein by reference.
☐ C. There is an Architectural Control Committee: ☒ NO ☐ YES. If the Architectural Control Committee is required to review and approve all Plans and Specifications, they shall review and approve the Plans and Specifications within _____ business days (ten [10] if left blank).
☐ D. There is an approval fee for Architectural Control: ☒ NO ☐ YES.
 The fee is \$ _____ payable by: ☐ BUYER; ☐ SELLER; ☐ Other na

9. SELECTION OF COLORS AND FINISH MATERIALS: The Plans and Specifications contain descriptions of the grade and type of materials to be used in finishing the residence or a dollar allowance for such items. The cost of said materials is included in the purchase price. To the extent that a choice of color or type of material is required, BUYER shall notify SELLER in writing of such selections no later than 10 business days (ten [10] if left blank) after receipt of SELLER'S written request for such selection. If BUYER has not notified SELLER in writing of such selections as set forth above, SELLER shall have the right to make said selections at SELLER'S sole discretion to avoid delay in completion of construction. If BUYER'S selection of color, grade, or type of finishing materials pursuant to this Section are for materials more or less expensive than those described or allowed for in the Plans and Specifications, or attached as an addendum, any adjustments shall be paid for or credited as agreed to by BUYER and SELLER in writing.BUYER'S Initials JW DW Date 3-13-17SELLER'S Initials CCS Date 3-13-17

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PROPERTY ADDRESS: Parcel R37627101

Star

ID

83669

ID#:

Wagman 001

10. PRELIMINARY CONSTRUCTION MEETING (PCM): BUYER'S PCM with SELLER is to be scheduled within _____ business days (ten [10] if left blank) of acceptance of this agreement by all parties. BUYER agrees that after the PCM there will be NO MORE CHANGES, ADDITIONS OR DELETIONS to the house except as agreed to in a written change order signed by BUYER and SELLER which sets forth the changes to be made and the amount of adjustment in the purchase price required by said change. BUYER acknowledges that any changes, additions or deletions made from the date of this contract and after the PCM may delay the construction of the house and final occupancy date.

11. CONSTRUCTION COMPLIANCE: Construction of the residence shall be in accordance with the standards and requirements of all applicable federal, state, and local governmental laws, ordinances and regulations as well as all applicable CC&Rs. If the permanent financing to be obtained by the BUYER is based on an FHA or VA loan, all FHA or VA requirements relating to construction of the residence and closing of the permanent financing shall be met.

12. CONSTRUCTION SITE: DURING THE CONSTRUCTION OF THE RESIDENCE, BUYERS, THEIR AGENTS, EMPLOYEES AND REPRESENTATIVES WHO VISIT OR INSPECT THE PROPERTY UNDERSTAND AND ACKNOWLEDGE THE PROPERTY MAY CONTAIN HAZARDOUS CONDITIONS. BUYER HEREBY AGREES TO WAIVE ANY CLAIM they may have against the SELLER or SELLER'S agent, employees or representatives for injuries sustained by BUYER, their agents, employees or representatives on the PROPERTY.

13. 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.

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have na business days (five [5] if left blank) but in no event shall such time period exceed that time period set forth for inspections in Section 10, to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

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 \$ na per na. ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP FEE of \$ na, and/or PROPERTY TRANSFER FEES of \$ na at closing.

16. PRIVATE WELL: The private well(s) is/are provided by: ☐ N/A ☐ BUYER ☒ SELLER. If SELLER provides the well(s), the well(s) to the best of SELLER'S knowledge, provide(s) an adequate supply of water for domestic use and the continued use of the well(s) is/are authorized by a state permit or other legal water right.

17. SEPTIC TANK: The septic tank is provided by: ☐ N/A ☐ BUYER ☒ SELLER. If installed by SELLER, the SELLER warrants that any septic system or drain field serving the PROPERTY has been installed and inspected at the time of closing according to guidelines set forth by the appropriate governmental entity.

18. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY 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.

19. 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 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.

20. RISK OF LOSS FOR ALL PARTIES DURING CONSTRUCTION (Including Sweat Equity): In the event BUYER is owner of the lot or performs sweat equity, BUYER and SELLER are advised to seek legal counsel regarding potential liabilities. During construction period and until closing, the BUYER and SELLER agree that:

- A. ☐ BUYER ☒ SELLER shall maintain in full force and effect, at their expense, an all-risk insurance policy for the full replacement value of all completed portions of improvements included in the residence and all construction materials located on-site, ☐ BUYER and SELLER agree to share the cost of all-risk insurance policy: ☐ Equally ☐ Other na, and
- B. ☐ BUYER ☒ SELLER shall maintain in full force and effect, at their expense, complete coverage worker's compensation insurance to insure against all claims of persons employed to complete the residence, and will also provide written evidence that all subcontractors and their employees have complete worker's compensation insurance, and ☐ BUYER and SELLER agree to share the cost of worker's compensation insurance: ☐ Equally ☐ Other na, and
- C. ☐ BUYER ☒ SELLER shall maintain in full force and effect public liability insurance in an amount adequate to cover his/her risk. ☐ BUYER and SELLER agree to share the cost of public liability insurance: ☐ Equally ☐ Other na

21. GRADING AND DRAINAGE: BUYER understands PROPERTY has been or will be graded by SELLER to drain PROPERTY in accordance with a city/county approved grading plan and standards at the time of closing. BUYER understands any future construction on the PROPERTY after closing (including pools, spas, landscaping, etc.) if not engineered correctly, can disrupt the proper drainage and cause flooding and other problems and SELLER

BUYER'S Initials (WJ DW) Date 3-13-17SELLER'S Initials (CCS) Date 3-13-17

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PROPERTY ADDRESS: Parcel R37627101 Star ID 83669 ID#: Wageman 001

assumes no responsibility. BUYER also understands the installation of fences by either BUYER or SELLER are privacy walls and are not designed for drainage control. SELLER assumes no responsibility if BUYER affects the drainage of the PROPERTY negatively.

22. SELLER WARRANTIES: SELLER warrants that: (a) SELLER has received no claim or notice of any building or zoning violation concerning the PROPERTY which has not or will not be remedied prior to closing; (b) all obligations against the PROPERTY including taxes, assessments, mortgages, liens or other encumbrances of any nature shall be brought current on or before closing; and the plumbing, heating, and electrical systems, and structural elements of the residence are warranted in writing for a minimum period of 1 years (one [1] if left blank) from date of closing.

23. SUBSTANTIAL COMPLETION: The residence shall be substantially complete when occupancy of the residence is allowable under the rules, ordinances and laws of the appropriate civil jurisdiction in which the PROPERTY is located. In the absence of such governmental regulations, substantial completion shall be when the residence is ready for occupancy and only minor work remains, which is corrective or reparative in nature.

24. INSULATION DISCLOSURE: BUYER hereby acknowledges that the wall and ceiling insulation referenced in any of SELLER'S advertising or promotional materials encompasses only the heated / cooled areas of the house. In addition, houses built using FHA, VA or other government financing may require the floors over the crawl space to be insulated also. Regulations of the Federal Trade Commission require SELLER to provide BUYER with the following information concerning the insulation installed or to be installed in the House. (Note: R-Values measure resistance to heat flow. The higher the R-Value, the greater the insulating power). As a minimum the following insulation will be installed:

INSULATED AREA	R-VALUE	YES	NO	N/A
EXTERIOR WALLS	R- <u>20</u>	☒ YES	☐ NO	☐ N/A
TOP FLOOR / CEILING	R- <u>38</u>	☒ YES	☐ NO	☐ N/A
FLOORS OVER CRAWL SPACE	R- <u>30</u>	☒ YES	☐ NO	☐ N/A
GARAGE	R- <u>19</u>	☒ YES	☐ NO	☐ N/A
OTHER	R- <u>11</u>	☒ YES	☐ NO	☐ N/A

25. CONNECTIONS, UTILITIES: SELLER represents that the PROPERTY, upon completion of construction, will have the following improvements which are included in the purchase price: BUYER shall be responsible for activating and paying for costs and fees associated with services, as applicable, after closing.

UTILITIES	CONNECTED	NOT CONNECTED	AVAILABLE	NOT AVAILABLE	WHEN AVAILABLE	NOT APPLICABLE
PUBLIC SEWER						X
SEPTIC TANK	X					
OTHER SANITARY SYSTEM						X
PUBLIC WATER						X
COMMUNITY WATER SYSTEM						X
☐ SHARED WELL						
☒ PRIVATE WELL	X					
IRRIGATION WATER RIGHTS						X
PRESSURIZED IRRIGATION						X
UTILITIES	CONNECTED	NOT CONNECTED	AVAILABLE	NOT AVAILABLE	WHEN AVAILABLE	NOT APPLICABLE
NATURAL GAS						X
ELECTRICITY	X					
PHONE LINE						X
CABLE / MASTER ANTENNA / TV ANTENNA						X

BUYER'S Initials (W)(DW) Date 3-13-17

SELLER'S Initials (CCS) Date 3-13-17

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PROPERTY ADDRESS: Parcel R37627101

Star

ID

83669

ID#:

Wageman 001

224
225 **26. OTHER RIGHTS.** SELLER represents that the PROPERTY will have the following additional improvements:

OTHER RIGHTS	PAVED	NOT PAVED	NOT APPLICABLE
PUBLIC STREET			X
CURB & GUTTER			X
SIDEWALKS			X
PRIVATE STREET		X	
PRIVATE EASEMENT		X	
OTHER IMPROVEMENTS	INSTALLED BY BUYER	INSTALLED BY SELLER	INSTALLED BY OTHER
MAIL BOX	X		

226
227 **27. COSTS PAID BY:** The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates
228 an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in
229 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
230 indicated below shall be provided to the other party within na business days (ten [10] if left blank) prior to closing.

231 Upon closing SELLER agrees to pay EITHER na % (N/A if left blank) of the purchase price OR \$ _____ (N/A if left blank) of
232 lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but
233 is not limited to those items in BUYER columns marked below.
234

	BUYER	SELLER	SHARE EQUALLY	NOT APPLICABLE
APPRAISAL FEE	X			
APPRAISAL RE-INSPECT FEE	X			
LOAN ASSUMPTION				X
DOMESTIC WELL WATER POTABILITY TEST Shall be ordered by: ☐ BUYER ☒ SELLER		X		
DOMESTIC WELL WATER PRODUCTIVITY TEST Shall be ordered by: ☐ BUYER ☒ SELLER		X		
SEPTIC TANK INSPECTION Shall be ordered by: ☐ BUYER ☒ SELLER		X		
DOCUMENT PREPARATION	X			
CONTRACT PREPARATION OR REVIEW - ATTORNEY FEES				X
SURVEY Shall be ordered by: ☐ BUYER ☐ SELLER				X
FLOOD TRACKING FEE	X			
FLOOD CERTIFICATION FEE				X
CLOSING ESCROW FEE			X	
TAX SERVICE FEE	X			
TITLE INSURANCE - STANDARD OWNER'S POLICY				
TITLE INSURANCE - OWNER'S EXTENDED COVERAGE		X		
TITLE INSURANCE - LENDER'S EXTENDED COVERAGE	X			
TITLE INSURANCE HOMEOWNERS EXPANDED COVERAGE ENDORSEMENT	X			

235
236 SELLER agrees to pay for all building permit fees, impact fees and any other fees required by governmental statutes or regulations and all
237 connection fees except the following: na
238
239
240

BUYER'S Initials (JDW) Date 3-13-17SELLER'S Initials (CCY) Date 3-13-17

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ID#:

Wageman 001

28. SURVEY: The PROPERTY corners ☐ are ☒ are not marked by survey pins or stakes. If a survey is required to mark the PROPERTY corners prior to commencement of construction, the cost will be paid by: ☒ BUYER ☐ SELLER ☐ Shared equally ☐ N/A.

29. 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.

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 attorneys' fees, including such costs and fees on appeal.

31. 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. 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. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

32. 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."

33. 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 Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

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

35. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.

36. 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.

37. TITLE INSURANCE:

(A) **PRELIMINARY TITLE COMMITMENT:** 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. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if 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, 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.

(B) **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. 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 Agency in writing and pay any increase in cost unless otherwise provided herein.

(C) **EXTENDED COVERAGE OWNER'S POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e. a legal claim against PROPERTY for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing). However, under Idaho law, such potential claims against the PROPERTY may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title insurance company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like that provided by the extended coverage lender's policy.

Extended Coverage Title Policy requested ☐ YES or ☒ NO. Additional premium paid by ☐ BUYER ☐ SELLER

(D) **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender will require that the BUYER (BORROWER) furnish an extended coverage lenders 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.

(E) **HOME OWNER'S EXPANDED COVERAGE ENDORSEMENT:** This endorsement attaches to and becomes a part of a Standard Title Policy. This endorsement shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which the insured owner resides either at date of policy or at any time prior to the time insured owner acquires knowledge of a potential claim hereunder. The title company hereby insures the insured Owner of the estate or interest against loss or damage which the Insured Owner shall sustain by reason of the existence at date of policy of any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in progress or completed at date of policy, except a work of improvement for which said insured Owner has agreed to be

BUYER'S Initials JDW Date 3-13-17SELLER'S Initials CCS Date 3-13-17

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responsible. Also covers other problems but only after a final court order of judgment that requires removal. Home Owner's Expanded Coverage
 Endorsement requested: ☐ NO or ☒ YES If YES, additional premium paid by ☒ BUYER ☐ SELLER

(F) The parties agree that _____ Title Company located
 at Nampa Idaho Center Megan King shall provide title policy and preliminary report of commitment.

38. 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.

Contractor Registration. Idaho Code §54-5201 et seq. requires that contractors be registered with the Idaho Contractor Board, administered by the Idaho Bureau of Occupational Licenses. The contractor must display his contractor registration number prominently at his place of business, on advertising, contracts, permits, company or business letterheads, purchase orders and subcontracts. It is not the duty of your agent to obtain the contractor's registration information, and no agent is authorized to obtain such information on your behalf unless otherwise agreed to in writing. You may contact the Bureau of Occupational Licenses at: 1109 Main St., Suite 220, Boise, Idaho 83702, or by telephone at: (208) 334-3233.

39. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option: (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. 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, appraisals, 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.

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

41. 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.

42. COUNTER OFFERS: Any counter offer made by SELLER or BUYER shall be in writing and, if attached hereto, shall incorporate all the provisions of the Agreement not expressly modified or excluded therein.

43. TIME IS OF THE ESSENCE - UNAVOIDABLE DELAY: In the event the residence may not be substantially complete by the date provided in Section 46 herein due to interruption of transport, availability of materials, strikes, fire, flood, extreme weather, governmental regulations, delays caused by lender, acts of God or similar occurrences beyond the control of SELLER, SELLER shall immediately provide BUYER written notice of the nature and projected time of delay. If any of the above actually cause a delay in substantial completion and SELLER has provided written notice of the delay to BUYER, the completion date shall be extended for a reasonable period based on the nature of the delay, but in no event shall the extension be more than thirty (30) days beyond the completion date set in Section 47 herein. AFTER THAT DATE, THE COMPLETION DATE MAY ONLY BE EXTENDED, MODIFIED OR ALTERED BY A FURTHER AGREEMENT IN WRITING EXECUTED BY BUYER AND SELLER. Time is of the essence in this Agreement.

44. HOMEOWNERS FINAL INSPECTION AND ORIENTATION: SELLER and BUYER agree that a final inspection of the PROPERTY by the BUYER and/or their agents or representatives will take place approximately 3 calendar days (three [3] if left blank) prior to the close of escrow. SELLER agrees to make PROPERTY available for the final inspection and agrees to accept the responsibility and expense for making sure all utilities are turned on, except for phone and cable service. This final inspection will be for the purposes of satisfying BUYER that any unfinished work agreed to in writing by BUYER and SELLER have been completed as agreed by the plans and specifications. Any and all work previously agreed to in writing by BUYER and SELLER found to be unfinished or completed in a deficient manner shall be fixed and or finished prior to the close of escrow. The final inspection shall also serve as an orientation for the purpose of educating the BUYER about the home and how everything works.

If BUYER does not conduct a final inspection, BUYER shall conclusively be deemed to have approved the PROPERTY as is other than for items which SELLER has otherwise agreed in writing to repair or correct. Additionally, BUYER specifically releases the BROKER and the SELLER of any liability for any issues that may have been discovered during a final inspection.

45. CLOSING PROCEDURES: SELLER shall provide BUYER written notice of substantial completion of the residence. BUYER and SELLER agree to close within 5 business days (five [5] if left blank) of BUYER'S receipt of notice of substantial completion. If after receipt of such notice, minor items of corrective or repair work remain, then BUYER, pending completion of such work, may withhold in escrow a reasonable amount agreed to by SELLER and BUYER sufficient to pay for completion of such work. If such work is not completed within twenty (20) business days after closing, the amount so escrowed may, at BUYER'S option, be released to BUYER as liquidated and agreed damages for failure to complete. There shall be no deviation from the closing schedule set forth herein except upon the written agreement of BUYER and SELLER.

BUYER'S Initials (WJW) Date 3-13-17

SELLER'S Initials (CLS) Date 3-13-17

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46. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete the 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 date shall be no later than 09/11/2017. The parties agree that the "closing agency" for this transaction shall be Pioneer Title Megan King located at Nampa Idaho Center Location .

47. POSSESSION: BUYER shall be entitled to possession: ☒ Upon closing or ☐ Other date na time na.

48. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ Upon closing or as of ☐ date na. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ Not Applicable. Dollar amount may be determined by SELLER's supplier.

49. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following identified special considerations and/or contingencies which must be satisfied prior to closing:

☐ **SALE OF EXISTING HOME and/or PROPERTY CONTINGENCY:** This contract is contingent upon the closing of escrow on the sale of the BUYER'S present home and/or property located at: na City na State na.
☐ **NOT LISTED** ☐ **CURRENTLY LISTED WITH:** na
 Office Phone na Listing Agent na Fax # na
 Other Phone na The closing of this existing home and/or property is scheduled for na

50. ADDITIONAL TERMS AND/OR CONDITIONS:

1. The buyers have paid the land seller 5000.00 down to hold the lot and Chaney Stotts Construction will pay off the remainder of the lot. The buyers are to be credited the 5000.00 towards their down payment.

2. The buyers are to give Chaney Stotts Construction 1500.00 Down by 3-14-17 and 13,500.00 down prior to Chaney Stotts Construction closing on the property. These funds are non refundable upon receipt.

3. Seller is a licensed realtor in the State of Idaho.

End

51. 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 agency, 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 agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any 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.

52. 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.

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

54. 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 and SELLER.

55. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 03/14/2017 at (Local Time in which PROPERTY is located) 8 ☐ A.M. ☒ P.M.

BUYER'S Initials (Signature) Date 3-13-17

SELLER'S Initials (Signature) Date 3-13-17

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56. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (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) Jesse Wageman
 Date 3-13-17 Time 6:00 ☐ 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) Dustin Wageman
 Date 3-13-17 Time 6:00 ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

57. 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 [Signature] SELLER (Print Name) Chaney Stotts
 Date 3-13-17 Time 6:00 ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # _____

☐ 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 # _____

CONTRACTOR REGISTRATION # RCE 6605

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.

Chaney Stotts Construction Inc.



DATE: March 13, 2017

Exhibit: A

Buyer Dustin and Jesse Sue Wageman

Address: TBD Willis Rd Sq. FT: 2172

Garage: yes (3 car) # of Bays: 2 The garage will be insulated, sheet rocked, painted, opener and keyless entry. **Windows in the garage door are an upgrade unless the elevation drawing shows the windows are included.**

Built According to Plans and Specs:

Placement of House: The placement of the house will meet city and county setback codes. The placement you see on the site plan is approximate but will be placed according to the best placement on the lot and is up to the judgement of the builder and homeowner if present.

2 x 6 Exterior Walls with : Siding Type: Cement Fiber Board
Soffit: Masonite

Wall Height: Main Level: 9ft Upper Level: Lower Level:

Vaults: Vaults

Roof: 30 year Architectural shingle

Windows: Low E Vinyl Window with Argon Gas. White is the standard color.

Grids: Grids No Grids
Master Bath Windows: Clear Obscure Rainglass NA

Exterior Paint Colors: 3 Choices on the Exterior more will be an upgrade.
Extras

Interior Walls: Sheet Rocked, Taped and Textured with rounded corners.

1 XAS little texture as possible
Xno interior arches. 63-34381

P.O. Box 244
Notus, ID 83656
(208) 371-8142
Fax: 639 6281
Chaneystottsconstruction@live.com
www.chaneystottscconstruction.com
RCE 6605

Texture will be : Ceiling: Brushed Wall: Sun Valley

Sun Valley Texture is a hand texture and you will see inconsistency's in the texture.

Interior Paint: You will have one paint color for the walls and one paint color for the trim, more colors will be an upgrade and charged accordingly.

Extras:

Woodwork: Paint Grade or Stained: You will have standard closet packages included. **Extra built- ins are an upgrade.**

Paint Grade Is standard

Stained Woodwork is an upgrade.

Trim: 3 inch around doors and 5 inch on the base. All Windows where appropriate will be wrapped.

Interior Doors: Hollow Core or Solid: Many Styles to choose from.

Solid Core Doors are an upgrade.

Hollow Core Doors are Primed and Painted. Solid Doors are painted or stained.

Cabinets: Wood Type: Knotty Alder Door Type: Recessed

Finish: Clear *Stained*

Stained or painted Cabinets are an upgrade; Cabinets will be built to a standard height anything taller will be an upgrade. You will see variances in finish of the cabinets due to the wood grain, you will notice this whether they are natural or stained.

Counter Tops: Granite Formica Other

Backsplash: Tile Kitchen: (Counter to cabinets)

Bathroom : 4 inches

Room Variances:

Granite is a Stone and It can crack, Chaney Stotts Construction does not warranty this.

HVAC Heating and Air Unit: will be sized according to Manual J (this is energy code). If Natural Gas is available unit will be a Natural Gas Unit, otherwise it will be electric with an electric heat pump.

Electrical: Will be done according to Code with a 200 Amp Service. Three phone jacks and Three T.V. Jacks are included. One Fan Light wiring box is included. The Fan and light will come from your lighting allowance. The garage will have two outlets. You will have two exterior outlets.

All work is warranted for one year (labor and material).

Concrete is not warranted against cracking or heaving.

Sheetrock will only be caulked when it cracks.

Sun Valley Texture is a hand texture and you will see inconsistencies

Granite is a Stone and it can crack, Chaney Stotts Construction does not warranty this.

Excavation Lines and holes may settle in time, the builder will only fill with dirt during the first year/. It is the buyer's responsibility to reseed/reshod.

Dirt will be graded away from the house to pass inspection according to City/County Codes. Buyer understands it is their responsibility during landscaping or pool and spa installations and Etc. To keep the drainage flowing away from the house. The builder is not responsible for changes that negatively affect the drainage after the Certificate of Occupancy is received.

Tile joints between the counter top and tile and corners will crack, they will only be caulked when this occurs.

Woodwork will crack in joints and will only be caulked once when this occurs.

Paint sometimes especially in dark colors will show inconsistency

Front Door Gel Stain will be inconsistent; it is intended to look like wood.

Allowances are the buyer's to spend as they choose. If the buyer chooses NOT to use our suppliers it is the BUYER'S responsibility to pay for and have it delivered within our time frames. Furthermore the builder WILL NOT warranty any product that does not come from our suppliers

Signature: [Signature] Date: 3-13-17

Signature: [Signature] Date: 3-13-17

Final Walk Thru will happen prior to closing and a punch list will be completed. It is up to the contractor to decide which items are standard and which items need attention. All items must be completed and signed off prior to closing and for moving in. You only get one walk thru.

All upgrades will be paid for prior to installation.

Signature: [Signature] Date: 3-13-17

Signature: [Signature] Date: 3-13-17

While your home is being built please remember this is a **construction site**. The site will be kept to the satisfaction of the Contractor. Please remember when you are on site to use caution, pay attention to where you are stepping and what is above you and around you. Please do not allow children to move about the site unattended.

Floor Covering: (this includes labor and material)	\$ 8,500.00
Lights: (includes can lights provided by electrician at 55.00 per can light)	\$ 4,000.00
Appliances:	\$ 2,000.00
Fireplace: (this includes labor, material, rock or tile and mantel)	\$ 2,500.00
Tile:	5.50 per sq.ft. (tile only)
Counter Tops:	\$ 6,000.00
Landscaping:	\$ NA
Fencing:	\$ NA
Well:	\$ 16,000.00
Septic:	\$ 5,000.00
Power:	\$ 5,000.00
Driveway:	\$ 5,000.00
Fire Sprinkler System:	\$ NA
Central Vac:	~~\$ 200.00~~ <i>P 3W</i>
Window Coverings:	\$ NA
Misc:	\$
Misc:	\$
Misc:	\$

Excludes:

- 1.
- 2.
- 3.
- 4.

Special Notes:

1. Buyer has given land seller \$5,000.00 down payment. Buyer is going to give Chaney Stotts Construction \$15,000.00 down payment. \$20,000 is to be credited to the buyer at the time of closing.

END

Clean Up: All building debris will be cleaned up and hauled off at the end of the job. Interior will be vacuumed, mopped, and wiped down. Garage and all other concrete will swept. All stickers will be removed off fixtures. All windows will be cleaned.



RE-31 GENERAL CONTRACTORS DISCLOSURE STATEMENT NOTICE

JULY 2016 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. GENERAL CONTRACTORS DISCLOSURE: The purpose of this notice is to advise you that Idaho Code §45-525 imposes duties upon General Contractors to disclose certain information to homeowners and purchasers of newly constructed residential real property. It is not the duty of your agent to obtain this information, and no agent is authorized to obtain such information on your behalf unless otherwise specifically agreed to in writing.

A "General Contractor" is a person who enters into an agreement in excess of \$2,000 with a homeowner or a prospective residential real property purchaser for the construction, alteration or repair of residential real property; or a prospective residential real property purchaser for the purchase and sale of newly constructed property.

"Residential Real Property" includes owner and non-owner occupied real property consisting of not less than one (1) nor more than four (4) dwelling units.

Prior to entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements, or with a residential real property purchaser for the purchase and sale of newly constructed property, the General Contractor must provide a Disclosure Statement to the homeowner. The disclosure must state the following:

1. The homeowner or purchaser has the right – at the reasonable expense of the homeowner or purchaser – to require that the general contractor obtain lien waivers from any subcontractor performing services or materials to the General Contractor.
2. The homeowner or purchaser has the right to receive proof that the General Contractor has general liability insurance and required worker's compensation insurance.
3. The homeowner or purchaser must be informed of the opportunity to purchase an extended policy of title insurance.
4. The homeowner or purchaser has the right to require – at the homeowner's or purchaser's expense – a surety bond in an amount up to the value of the construction project.
5. Within a reasonable time prior to the closing of any purchase and sale agreement or the final payment to the General Contractor by a home owner, a General Contractor must provide to a home owner or purchaser a listing of the business names, addresses, and telephone numbers of all subcontractors, material men and rental equipment providers that have performed more than \$500.00 worth of labor, material, or rental equipment to the construction project and who have a direct contractual relationship with the General Contractor. A subcontractor is authorized to disclose any balances owing. The General Contractor's disclosure statement must contain the signature of the General Contractor and an acknowledgement of receipt by the homeowner or purchaser.

Failure of the General Contractor to provide the Disclosure Statement required by Idaho Code is a violation of the Consumer Protection Act (Idaho Code §48-601 *et. seq.*).

2. CONTRACTOR REGISTRATION: Idaho Code §54-5201 *et seq.* requires that contractors be registered with the Idaho Contractor Board, administered by the Idaho Bureau of Occupational Licenses. The contractor must display his contractor registration number prominently at his place of business, on advertising, contracts, permits, company or business letterheads, purchase orders and subcontracts. It is not the duty of your agent to obtain the contractor's registration information, and no agent is authorized to obtain such information on your behalf unless otherwise agreed to in writing. You may contact the Bureau of Occupational Licenses at: 1109 Main St., Suite 220, Boise, Idaho 83702, or by telephone at: (208) 334-3233.

Jesse Wageman
BUYER'S NAME (Please Print)
[Signature] 3-13-17
BUYER'S SIGNATURE DATE

Dustin Wageman
BUYER'S NAME (Please Print)
[Signature] 3-13-17
BUYER'S SIGNATURE DATE

BROKERAGE: Keller Williams Realty Boise

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JULY 2016 EDITION

RE-31 GENERAL CONTRACTORS DISCLOSURE STATEMENT NOTICE

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Instant

63-34381

It is the buyers responsibility after closing and funding to have the **locks rekeyed** and to change the password on your garage code.

Chaney Stotts Construction STRONGLY recommends that the buyer hires a private inspector prior to closing. This is the buyers expense, if the buyer chooses not to have an inspection it will have to be in writing that they waived the inspection. Seller can recommend several different inspectors in the Area but it is the buyers responsibility to choose and inspector, arrange the inspection , be there for the inspection or arrange for someone to be there representing them . Inspectors require payment in full at time of service.

Do not lock your loan until you have consent to do so from your contractor.

Due to liability reasons you will not be allowed to have delivered or installed any items that are not part of the contract until we have closed and you have been given the keys.

You will be given the keys to your home when the following conditions have been met.

1. The punch list is complete and approved by the buyer in writing
2. The house has closed, funded and recorded.
3. All extras have been paid.

Nothing can be moved into the house, including the garage, until these conditions have been met.

Total Cost for the Project: \$445,300.00 *000 3*
CLW

Pioneer Title in Nampa at the Idaho center Location with Megan King is where we our closing.

Pioneer Title

5680 E Franklin Rd Ste 250

Nampa, ID 83687

Megan King

442-4802 Escrow Officer

Signature: *[Signature]*
Signature: *[Signature]*

Date: *3-13-17*
Date: *3-13-17*

Signature: *Chaney Stotts*
Chaney Stotts
Chaney Stotts Construction Inc.
RCE: 6605

Date: *3-13-17*



RE-26 SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR NEW CONSTRUCTION ONLY

JULY 2016 EDITION
Page 1 of 1



SELLER'S (and/or Contractor's) Name(s): Chaney Stotts Construction Contractor Reg. # RCE-8605

Property Address: R37627101

Legal Address: 36-5N-2W SW Rustic Acres

SELLER PROPERTY DISCLOSURE FORM REQUIREMENTS REGARDING NEW CONSTRUCTION: Pursuant to Idaho Code, the transfer of NEWLY CONSTRUCTED "residential real property" not previously inhabited is EXEMPT FROM the SAME DISCLOSURE required by SELLERS of EXISTING "residential real property" (Section 55-2501, Idaho Code). However, it is a requirement of SELLERS of new construction that there be disclosure of annexation and city services status. Idaho Code requires SELLERS of NEWLY CONSTRUCTED "residential real property" to complete a property condition disclosure for and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer.

"RESIDENTIAL REAL PROPERTY" AS DEFINED BY IDAHO CODE: "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property that has a combined residential and commercial use. (Section 55-2503, Idaho Code).

PURPOSE OF STATEMENT: Pursuant to Section 55-2501, Idaho Code, et. seq. the SELLERS of NEWLY CONSTRUCTED residential real property SHALL DISCLOSE information regarding ANNEXATION and CITY SERVICES in the form as prescribed in questions 1, 2, and 3 below.

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

☐ Yes ☒ No ☐ Do Not Know ☐ The property is already within city limits

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

☐ Yes ☒ No ☐ Do Not Know ☐ The property is already within city limits

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

☐ Yes ☒ No ☐ Do Not Know ☐ The property is already within city limits

ACKNOWLEDGEMENT: SELLER and BUYER understand the information contained in this document is not a warranty or guaranty of any kind by the SELLER or by the agent representing the SELLER in this transaction and no agent is authorized to make representations or verify representations concerning this information. It is not a substitute for any inspections or independent verification of the information by the Purchaser. Purchaser is encouraged to obtain his/her own professional inspection or independent verification of the accuracy contained herein. The SELLER'S disclosure of the above information is made and performed in good faith. SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrants or guarantees the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

SELLER Chaney Stotts DATE 3-13-17 SELLER _____ DATE _____

BUYER hereby acknowledges receipt of a copy of this disclosure BUYER may only exercise BUYER'S statutory right to rescind the purchase and sale agreement within three (3) business days following receipt of this disclosure statement by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. Pre statute BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of statutory rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's statutory right to rescind is waived. The statutory rescission referenced in this section is separate and distinct from, and does not affect, any rescission, cancellation, or contingency term enumerated in any other written document related to this transaction, including but not limited to the purchase and sale agreement.

BUYER [Signature] DATE 3-13-17 BUYER [Signature] DATE 3-13-17

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial SELLER'S Property Condition Disclosure Form previously acknowledged, SELLER hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the SELLER states that there have been no changes to the information contained in the initial SELLER'S Property Condition Disclosure Form. IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.

SELLER hereby acknowledges receipt of this amended form

SELLER Chaney Stotts Construction DATE _____ SELLER _____ DATE _____

BUYER hereby acknowledges receipt of a copy of this amended disclosure BUYER may only exercise BUYER'S statutory right to rescind the purchase and sale agreement within three (3) business days following receipt of this amended disclosure statement by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. Pre statute BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of statutory rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's statutory right to rescind is waived. The statutory rescission referenced in this section is separate and distinct from, and does not affect, any rescission, cancellation, or contingency term enumerated in any other written document related to this transaction, including but not limited to the purchase and sale agreement.

BUYER _____ DATE _____ BUYER _____ DATE _____



Notice of Pre-Approval

March 13, 2017

This is notification that Dustin and Jesse Wageman (herein known as Buyers) have made loan application with Advantage Plus Federal Credit Union for a real estate loan. Based on the information provided in the loan application and a review of their credit history, Buyers have been pre-approved for the following:

Type of Loan: Conventional
Program: 30 Year Fixed Rate
Purchase Price: \$445,000

Final Loan Approval will be subject to but not limited to a review of the following marked items:

- ☒ Fully executed purchase and sale agreement
- ☐ Verification of income
- ☐ Verification of assets
- ☒ Satisfactory appraisal documenting acceptable value and condition
- ☒ Preliminary title report
- ☒ Final Underwriting

This pre-approval will expire on May 1, 2017

We at Advantage Plus Federal Credit Union look forward to completing the financing for Dustin and Jesse Wageman and will be happy to assist you in the completion of this transaction.

Sincerely,

Brad Wall
Loan Officer
Advantage Plus Federal Credit Union
wallb@apfcu.us
Phone: 208-852-9999 ext. 908
Fax: 208-852-7178

DUSTIN WAGEMAN
JESSE WAGEMAN
837 DUSTY TRAIL RD.
DRIGGS, ID 83422

1072

02-73582241

Pay to the
Order of

Stotts Construction

3/23/17

Date

one thousand

five hundred

no

\$1,500.00

Dollars

Advantage
Plus

FEDERAL CREDIT UNION 405 HILLCREST AVE.
AMERICAN FALLS, ID 83211

For

horse show

[Signature]

Marked Check

63-34381

* Signature of Principal Driller and rig operator are required.

Document Details



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DOCUMENT NUMBER: **2017-014403**
DOCUMENT TYPE: REC - RECORDING
DOC SUBTYPE: DEED - WARRANTY, SPECIAL WARRANTY, QUIT CLAIM
RECORDING DATE: 4/14/2017 2:11:03 PM
RECORDING FEES: \$10.00
BOOK & PAGE:
CONSIDERATION:
DESCRIPTION:

Return To

NAME	ADDRESS	ADDRESS 2	CITY	STATE	ZIP
PIONEER TITLE CANYON - CALDWELL	610 S KIMBALL		CALDWELL	ID	83605

Parties

PARTY TYPE	LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
DIRECT	COX	DUSTIN		
DIRECT	COX	KIMBERLY		
INDIRECT	CHANEY STOTTS CONSTRUCTION INC			

The following documents **are referenced** in this document:

DOCUMENT NUMBER	BOOK & PAGE	DOCUMENT TYPE

The following documents **make reference** to this document:

DOCUMENT NUMBER	BOOK & PAGE	DOCUMENT TYPE

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State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 14, 2017

JESSE WAGEMAN
DUSTIN WAGEMAN
4375 W DAWSON ST
MERIDAN, ID 83646

Application for Permit No. 63-34381

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the PRESS TRIBUNE on 9/21/2017 and 9/28/2017. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rachel Neely'.

Rachel Neely
Administrative Assistant

Neely, Rachel

From: Neely, Rachel
Sent: Thursday, September 14, 2017 12:30 PM
To: 'IDAHO PRESS TRIBUNE'
Subject: Canyon Legal Ad
Attachments: Canyon Cover Letter.docx; Canyon Legal Ad.docx

Good Morning Legal Clerk,

Please see the attached ads for publication on 9/21/2017 & 9/28/2017.

Please confirm these are okay to publish as shown.

Thank you,

Rachel Neely

Administrative Assistant I
IDWR-Western Region
2735 Airport Way Boise, ID 83705
Rachel.Neely@idwr.idaho.gov

September 14, 2017

LEGAL NOTICE DEPARTMENT
PRESS TRIBUNE
PO BOX 9399
NAMPA, ID 83652

RE: Application for Permit No. 63-34381

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 10/10/2017. Your cooperation is appreciated.

Sincerely,

Rachel Neely
Administrative Assistant

Enclosure(s)

The following applications have been filed to appropriate the public waters of the State of Idaho:

63-34381

JESSE WAGEMAN

DUSTIN WAGEMAN

4375 W DAWSON ST

MERIDAN, ID 83646

Point of Diversion SWSW S36 T05N R02W CANYON County Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Use: IRRIGATION 03/15 to 11/15 0.14 CFS

Use: STOCKWATER 01/01 to 12/31 0.02 CFS

Total Diversion: 0.2 CFS

Date Filed: 5/8/2017

Places of Use: DOMESTIC, IRRIGATION, STOCKWATER

T05N R02W S36 SWSW

Total Acres: 7

Water bearing zone to be appropriated is from 83 to 253 feet.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the right(s), please see www.idwr.idaho.gov. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 10/10/2017. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 9/21/2017 and 9/28/2017



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 14, 2017

DUSTIN COX
KIMBERLY COX
22365 EEL LN
MIDDLETON ID 83644

CHANEY STOTTS CONSTRUCTION
PO BOX 244
NOTUS ID 83656

Re: Application for Permit No: 63-34381

Dear Interested Party:

The above referenced application may be of interest to you. I would like to inform you that the application has been submitted to the *Idaho Press Tribune* for advertising. I have enclosed a copy of the application for your convenience. This information is also available on our website www.idwr.idaho.gov.

If you desire to file a formal protest against approval of the application, a written protest along with the \$25.00 protest fee must be received in this office by **October 10, 2017**. A copy of the protest must also be sent to the applicant.

If you have any questions regarding the application, please contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to be 'R. Neely'.

Rachel Neely
Administrative Assistant
Western Regional Office

Enclosures