

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 13 2017

Department of Water Resources
Eastern Region

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, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
34-13931 <i>OK</i>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<i>34-13931 34-14621</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Robert Silacci
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Rodney A. Atkins Michaela Atkins
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 103 Largo Ln., Apt. 1 Minot AFB ND 58704
Mailing address City State ZIP
- (559) 470-1941 / (559) 493-1407 bmich17@yahoo.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: 08-27-2007
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☒ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ 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.

SUPPORT DATA

IN FILE # 34-13931

8. Signature: *Robert L. Atkins* 07-06-17
Signature of new owner/claimant Title, if applicable Date
- Signature: *Michaela Atkins* 07-06-17
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *JB* Date 7/13/2017 Receipt No. E043185 Receipt Amt. \$ 100. -

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 *JB* Processed by *JB* Date 8/30/2017

WARRANTY DEED

For Value Received

MICHAEL CHRISTINO, AN UNMARRIED MAN

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

RODNEY A. ATKINS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

the grantee(s), whose current address is

1037 GREYLAG DR, SULSUN CITY, CA 945855

the following described premises, to-wit:

Lot 3, Block 1, CROW'S NEST ESTATES, Custer County, Idaho, as shown on the Plat recorded October 15, 1991, as Instrument No. 200401.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: November 1, 2007

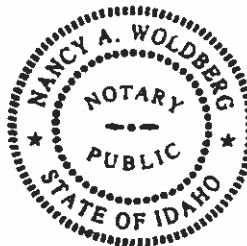
MICHAEL CHRISTINO
MICHAEL CHRISTINO

STATE OF IDAHO
COUNTY OF Gooding

On This 6th day of November, in the year 2007, before me, a Notary Public in and for said State, personally appeared MICHAEL CHRISTINO, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Nancy A. Woldberg
Notary Public of Idaho
Residing at Farfield
Commission Expires: 9-15-11



237800
Custer County Reg. of
Gooding Title Co. First American
Time 3:41 P.M. Date 11/9/07
Barbara C. Broadlove, Clerk
Deputy: W. Baker 3⁰⁶

Real Estate Purchase And Sale Agreement



Purchase Price \$ 35,000.00

Thirty-Five Thousand Dollars

Buyer: Rodney A. Atkins & Michaela Atkins H&W

Seller: Michael P. Christino

Property Address: 4170 W. Crows Nest Estates

Legal Description: Block 1 Lot 3 Crow's Nest Estates Sec. 31, T7N, R25E

City: Mackay

County: Custer

State: Idaho

Buyer hereby offers to purchase the above described Property on the following terms and conditions:

Terms The purchase price is payable as follows:

\$ 35,000.00 Cash, cashier's check, loan proceeds, or certified funds at closing, including Earnest Money

\$ Seller Financing – See Financing Contingency "Other Financing Terms"

\$ Other – See Financing Contingency "Other Financing Terms"

\$ 35,000.00 Total Purchase Price – Not including closing costs

Earnest Money \$ 500.00

Five Hundred Dollars

Evidenced By:

To be Held By:

Other Remarks:

☒ Personal Check

☒ Listing Broker

Earnest money to be deposited within 2 business days of mutual acceptance.

☐ Cashier's Check

☐ Selling Broker

☐ Promissory Note

☐ Title Company

Earnest Money to be deposited in a trust account upon written acceptance of this Agreement by all parties.

Offer Expires On: Date: 08/30/2007

Time: 5:00 P.M.

Closing Date: November 1, 2007

Possession Date: ☒ On closing date OR ☐ Other:

Responsible Closing Broker / Office: Trail Creek Realty LLC

Responsible Closing Agency / Title Co: Gooding Title & Escrow, Gooding, Idaho: Nancy Woldberg

New Construction or Recent Improvements:

Yes ☐ No ☒

If "YES", see Standard Terms, paragraph 6, of this Agreement.

Inspection Contingency

Yes ☐ No ☒

- 1) This offer is contingent upon Buyer's acceptance of the condition of the Property, subject to paragraph 7, below. If Buyer does not object to the condition of the Property in writing on or before _____ ("inspection contingency period"), pursuant to paragraph 8, below, this inspection contingency shall be deemed released.
- 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the Property.
- 3) Square footage verification: Buyer is aware that any reference to the square footage of the Property or its improvements is approximate. Alternative methods of measurement and calculation may vary significantly. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
- 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right acquired with real estate described in this Agreement. Buyer must verify same during the inspection period.
- 5) Buyer to select own professionals with appropriate qualifications to conduct all inspections and verifications.
- 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections.

Inspection Contingency – Continued

Document # TCR-07-10,211-M

Buyer's Initials RAM Date 8-27-07

Seller's Initials _____ Date _____

Date of Document: 08/27/2007

Buyer's Initials fi Date 8-27-07

Seller's Initials _____ Date _____

Page 1 of 7

Inspection Contingency - Continued

- 7) THIS INSPECTION CONTINGENCY MAY NOT BE USED BY BUYER TO OBJECT TO ANY MATTER OTHER THAN A MATERIAL CONDITION OR DEFECT UNKNOWN TO BUYER AT THE TIME THIS AGREEMENT WAS SIGNED.
- 8) If Buyer objects to the condition of the Property, Buyer shall, prior to the expiration of the inspection contingency period, give one of the following written notices to Seller:
- A. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and declaring this Agreement null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section); or
- B. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and Buyer's desired remedy shall be set forth on a Contingency Release form, in which case this Agreement shall remain in effect, subject to sub-paragraph C, below.
- C. Upon receipt of notice under paragraph B, above, Seller shall have ____ business days to give Buyer written notice (by signing the Buyer's Contingency Release form) that Seller will correct such condition(s) and/or defect(s) prior to closing. If Seller does not sign the Buyer's Contingency Release form, Buyer may, within ____ business days following Seller's notice period, above, release the contingency in writing, or this Agreement shall be null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section). Buyer's closing of the transaction shall constitute acceptance of the condition of the Property, unless otherwise stated in writing signed by both parties.

Lead-Based Paint Disclosure / Contingency The subject Property is "Target Housing" (built prior to 1978) regarding lead-based paint and/or lead-based paint hazards: Yes ☐ No ☒. If "YES", Buyer has been provided with Seller's completed and signed "Disclosure of Information and Acknowledgement: Lead-Based Paint and / or Lead-Based Paint Hazards" ("Disclosure") and a copy of the pamphlet "Protect Your Family From Lead in Your Home" ("Pamphlet"), and one of the following boxes must be checked:

- ☐ Buyer shall have the unconditional right to cancel this Agreement and shall be allowed ten (10) days to conduct an inspection for lead-based paint hazards. Should Buyer elect to conduct a lead-based paint inspection, a "Lead-Based Paint Inspection Contingency Addendum" shall be attached hereto; OR
- ☐ Buyer hereby acknowledges receipt of the Disclosure and Pamphlet and hereby waives the right to conduct a lead-based paint inspection.

Financing ContingencyYes ☒ No ☐

This offer is contingent upon Buyer securing the following financing:

Assume Existing Loan: ☐New Loan: ☒Type of Loan: Conv. ☒FHA ☐VA ☐

Amount \$/Percent % 95%

Maximum % Rate: 8%

Fixed Rate ☒Adj. Rate ☐

Years: 3

Maximum Points: N/A

Institutional Lender ☐Private Lender ☐

Other Financing Terms: Financing through Pioneer Federal Credit Union, 5% (Five Percent Down), 8% (Eight Percent) interest, amortized over 30 (Thirty) years with a balloon at the end of 3 (Three) years.

Buyer agrees to make a best effort to obtain such financing and to make written application to the lender within 3 business days after acceptance of this Agreement by both parties.

☒ Property must appraise at no less than the purchase price.

☒ Preliminary Approval: Buyer shall, on or before 09/03/2007

provide Seller with a letter from Buyer's lender evidencing preliminary approval of Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

If Buyer has not released this contingency in writing on or before 10/01/2007

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

Document # TCR-07-10,211-M

Buyer's Initials AM Date 7/27/07

Seller's Initials _____ Date _____

Date of Document: 08/27/2007

Buyer's Initials AM Date 7/27/07

Seller's Initials _____ Date _____

Sale of Buyer's Property ContingencyYes ☐ No ☒

This offer is contingent on the closing of a sale of Buyer's property located at:

Listed with:

Listing Agent:

Phone:

If Buyer has not released this contingency in writing on or before

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

Seller's Right to Accelerate Buyer's Contingency ReleasesYes ☐ No ☒

Should Seller receive another acceptable offer to purchase, prior to Buyer's contingencies being released, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not release all contingencies in writing within ____ business days after the receipt of such notice then this Agreement shall terminate and the Earnest Money shall be returned to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). In the event the Buyer does release the contingencies, the Buyer shall proceed to purchase the Property under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable.

Other ContingenciesYes ☐ No ☒ See Addendum(s) ☐

If Buyer has not released this / these contingency(ies) in writing on or before

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

Additional TermsYes ☒ No ☐ See Addendum(s) ☐

1. Buyer has received & reviewed the subject property CC&R's.
2. Buyer may take possession of the subject property once the "Finance Contingency" (page 2 of 7) has been removed.

Document # TCR-07-10,211-M

Buyer's Initials EM Date 27 April 2007

Seller's Initials _____ Date _____

Date of Document: 08/27/2007

Buyer's Initials AT Date 8/27/07

Seller's Initials _____ Date _____

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Included Items (In addition to Standard Terms, paragraph 4)**Excluded Items**

Pertinent Water Rights

N/A

Costs To Be Paid By	Appraisal	Standard Title Ins.	Closing Escrow Fee	Assessments	Well Insp.	Septic Insp.	Septic Pumping	Other: Commission
Buyers	☒	☐	☐	☐	☐	☒	☐	☐
Sellers	☐	☒	☐	☒	☐	☐	☐	☒
Share Equally	☐	☐	☒	☐	☐	☐	☐	☐
N / A	☐	☐	☐	☐	☒	☐	☒	☐
See Addl. Terms	☐	☐	☐	☐	☐	☐	☐	☐

Broker working with Seller

Broker's Name: Terri Pritchett

Listing Agent: Tina McAfee

Brokerage: Trail Creek Realty LLC

Mailing Address: P.O. Box 510

City, State, Zip: Mackay, ID 83251

Office Phone: 208-588-2707 Fax: 208-730-1700

E-Mail: trckrly@atcnet.net

Broker working with Buyer

Broker's Name: Terri Pritchett

Selling Agent: Tina McAfee

Brokerage: Trail Creek Realty LLC

Mailing Address: P.O. Box 510

City, State, Zip: Mackay, ID 83251

Office Phone: 208-588-2707 Fax: 208-730-1700

E-Mail: trckrly@atcnet.net

REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE

Check one (1) box in Section 1 below 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:

- ☐ The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ 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).
- ☒ The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ 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).
- ☐ 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.

Standard Terms. All parties are advised to carefully review the following:

- 1) Withdrawal of Offer/Counteroffer** – By delivery of a written notice of withdrawal to the office of the broker working with the Seller or Offeree (whether Buyer or Seller), (A) Buyer can withdraw this offer at any time prior to Buyer's receipt of Seller's written acceptance of this Agreement, and (B) an Offeror (whether Buyer or Seller) may withdraw his Counteroffer at any time prior to Offeror's receipt of Offeree's written acceptance of such Counteroffer.
- 2) Closing Date** – On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. 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. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing Date.

Standard Terms - Continued

Document # TCR-07-10,211-M

Buyer's Initials PA Date 27-11-2007

Seller's Initials _____ Date _____

Date of Document: 08/27/2007

Buyer's Initials AM Date 8-27-07

Seller's Initials _____ Date _____

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Standard Terms - Continued

- 3) **Closing Costs** – Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.
- 4) **Included Items** - If present at time of offer, all items attached, including but not limited to, floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, irrigation fixtures and equipment, any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.
- 5) **Seller's Property Disclosure** – If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) calendar days after the execution of this Agreement provide to the Buyer a "Seller's Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to waive or not waive the right to rescind the offer based upon information contained in the report, a copy of which shall be delivered upon execution to Seller.
- 6) **New Construction or Recent Improvements**- If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser. If applicable, Buyer should obtain such completed forms from the General Contractor. 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.
- 7) **Existing Loans** - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his / her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
- 8) **Definitions** - "Business Day" shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 67-5302. "Notice(s)" shall mean a written document specifying the necessary information. "Delivery" shall mean transmittal of information by mail, facsimile transmission, courier, or hand delivery, but shall not mean e-mail, to the addresses stated herein. "Receipt" shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. "Written Acceptance" shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. "Signed" shall mean a document containing the original, facsimile, or photocopied signature of a party, any of which shall be binding on the signatory.
- 9) **Counterparts / Facsimile Transmission** – This Agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.
- 10) **Standard Title Insurance** – The Seller shall within a reasonable time after closing furnish to the 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 the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said property. Buyer shall have either five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever first occurs, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.
- 11) **Extended and Other Coverage Title Policies** – 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 the time of closing. However, under Idaho law such potential claims against the property may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title Insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for an extended coverage title policy, there may be other costs involved, i.e., survey or additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage and other coverages, that may be appropriate. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

Standard Terms - Continued

Document # TCR-07-10,211-M
Date of Document: 08/27/2007

Buyer's Initials RM Date 27 Aug 2007
Buyer's Initials AT Date 8-27-07

Seller's Initials _____ Date _____
Seller's Initials _____ Date _____

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- 12) **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, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this Agreement.
- 13) **Default by Buyer** – If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money any unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.
- 14) **Default by Seller** – It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 8) C of the Inspection Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall refund the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of title insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transaction, as set forth in this Agreement.
- 15) **Interpleader** – If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money shall file an interpleader action in a court of competent jurisdiction, and shall recover its attorneys fees and costs therefore, as provided by Idaho Code Section 5-321.
- 16) **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 and in any bankruptcy proceeding.
- 17) **Risk of Loss** – Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the Property be materially damaged by fire or other cause prior to the closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
- 18) **Entire Agreement** – This Agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreement, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.
- 19) **Time is of the Essence in this Agreement.**
- 20) **Agent Representations** – The Agents representing the Buyer and Seller in this transaction relay information to Buyers and Sellers that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, avalanche zone, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

Standard Terms - Continued

Document # TCR-07-10,211-M

Buyer's Initials EM Date 27 Aug 2007

Seller's Initials _____ Date _____

Date of Document: 08/27/2007

Buyer's Initials AM Date 8-27-07

Seller's Initials _____ Date _____

Page 6 of 7

Standard Terms - Continued

21) **FIRPTA – Tax Withholding at Closing** – The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at closing, Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification and hold harmless shall survive closing of the transaction.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

In the event this form is received by electronic transmission and / or email, the parties hereto acknowledge that they have not changed or altered the content of this form template.

Buyer(s) Acceptance Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement. ☐ **Addendum(s) attached**

Buyer's Signature

X Rodney A. Atkins 27 Aug 2007
Signature Date

Printed Name: Rodney A. Atkins
Physical Address: 1037 Greylag Drive
Mailing Address: 1037 Greylag Drive
City, State, Zip: Suisun City, CA 94585
Home Phone: 707-685-7337 Fax:
Business Phone: Fax:
E-Mail: rodney.atkins@us.af.mil

Buyer's Signature

X Michaela Atkins 8/27/07
Signature Date

Printed Name: Michaela Atkins
Physical Address: 1037 Greylag Drive
Mailing Address: 1037 Greylag Drive
City, State, Zip: Suisun City, CA 94585
Home Phone: 707-474-7095 Fax:
Business Phone: Fax:
E-Mail: Bmichi7@yahoo.com

Seller(s) Acceptance On the specified date, Seller acknowledges having read this Agreement in its entirety, including the Standard Terms, and Seller hereby approves and accepts the offer to purchase set forth in the above Agreement

☐ "AS-IS" ☐ Subject to attached Counteroffer

Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

Seller's Signature

X _____
Signature Date

Printed Name: Michael P. Christino
Physical Address: 252 S. 400 W. Fairfield 83327
Mailing Address: P.O. Box 1394
City, State, Zip: Hailey, ID 83333
Home Phone: Fax:
Business Phone: 208-720-7828 Fax:
E-Mail:

Seller's Signature

X _____
Signature Date

Printed Name:
Physical Address:
Mailing Address:
City, State, Zip:
Home Phone: Fax
Business Phone: Fax
E-Mail:

Contingency Releases, Termination And Extensions



This is an ADDENDUM to the Real Estate Purchase and Sale Agreement, identified as:

Document # TCR-07-10,211-M

Date of Document: 08/27/2007

Property Address: 4170 W. Crows Nest Estates, Mackay, ID 83251 (Block 1 Lot 3)

Buyer(s): Rodney A. Atkins

Seller(s): Michael P. Christino

Buyer acknowledges that any contingency release "Subject to" additional terms shall constitute an Addendum, which Seller must acknowledge below in order to be effective. This shall not extend the existing deadline for the Buyer to waive or satisfy such contingency.

INSPECTION

☐ RELEASE Buyer has satisfied or waives this contingency.

☐ RELEASE Buyer has satisfied or waives this contingency subject to:
SUBJECT TO:

☐ TERMINATE Buyer elects to terminate on the basis of:

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

FINANCING

☐ RELEASE Buyer has satisfied or waives this contingency.
Release of this contingency includes acceptance of appraisal by Buyer and Lender.

☒ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until: 10/17/2007

SALE OF BUYER'S PROPERTY

☐ RELEASE Buyer has satisfied or waives this contingency.

☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

OTHER CONTINGENCIES

☐ RELEASE Buyer has satisfied or waives the contingency regarding:

☐ RELEASE Seller has satisfied or waives the contingency regarding:

☐ EXTEND Buyer and Seller agree to extend the deadline until _____ for releasing the contingency regarding:

Buyer's Signature

X Rodney A. Atkins
Signature Date

Buyer's Signature

X _____
Signature Date

Seller's Signature

X _____
Signature Date

Seller's Signature

X _____
Signature Date

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

ROGER E. CRIST, ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 2326
KETCHUM, ID 83340

(Space above this line for Recorder's use)

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE CROWS NEST SUBDIVISION

The Master Declaration of Covenants, Conditions and Restrictions as to the use of the Real Property Embraced Within The Crows Nest Subdivision Located in Custer County, Idaho dated October 17, 1944, and recorded on October 21, 1991, as Instrument No. 0200438 in the records of Custer County, Idaho, is hereby amended to add the following:

Robert Silacci, as one of the General Partners of the developer of said Crows Nest Subdivision, holds title in his name to certain agricultural irrigation water rights legally described in Exhibit A, attached hereto. Said ownership is in trust for the benefit of all of the owners of Lots in said Subdivision. The owner of a Lot in said Subdivision shall have the right to transfer a portion of said water into said Lot owner's name for use on said Lot. The extent of the water right to be transferred shall be a pro rata share of said water right based upon the schedule attached hereto as Exhibit B. Such owner who seeks to transfer a portion of said water right shall obtain all necessary governmental approvals for such transfer and shall pay all costs and expenses associated therewith.

All other terms and provisions of said Master Declaration not inconsistent herewith shall remain in full force and effect.

DATED this 10 day of June, 1994.

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE CROWS NEST SUBDIVISION - 1

RAM 27 AUG 2007
AM 8 27-07

LOST RIVER DEVELOPMENT COMPANY,
an Idaho Partnership,
Owner of Lots 1 through 5, 7, 10,
14 through 19 of Block 1 and Lots 1
through 6 of Block 2

Robert Silacci
by Robert Silacci, General Partner

STATE OF California)
County of Monterey)

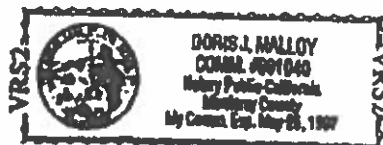
ss.

On this 10th day of June, 1994, before me, the undersigned
notary public in and for said State, personally appeared ROBERT
SILACCI, known to me to be the General Partner of Lost River
Development Company, signer of the foregoing instrument, and he
duly acknowledged to me that he executed the same in his capacity
therein.

WITNESS MY HAND AND SEAL the day and year first written
above.

Doris J. Malloy
Notary Public
Residing at: Monterey County, Ca.
Comm. expires: 5/25/97

CORP\CROWS.AND



FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE CROWS NEST SUBDIVISION - 2

RAM 27 AUG 2007
141 8-27-ct

Water Rights

Exh. B

Block 1		Block 2	
lots		lots	
1	= 5.1	1	= 5.0
2	= 6.0	2	= 4.8
3	= 5.1	3	= 4.7
4	= 4.6	4	= 4.7
5	= 4.6	5	= 4.8
6	= 4.6	6	= 4.7
7	= 5.7		
8	= 6.7		
9	= 4.2		
10	= 4.1		
11	= 4.1		
12	= 6.0		
13	= 6.0		
14	= 4.6		
15	= 4.6		
16	= 4.6		
17	= 5.8		
18	= 5.7		
19	= 5.2		

RAI 27 Aug 2007
AM 8 27-07

Exhibit A

Water Right No.:
Owner:

Priority Date:
Purpose of Use:
Period of Use:
Maximum Quantity:
Basis of Claim:
Source:
Point of Diversion:

34-02425
Robert Silacci
824 Riker Street
Salinas, CA 93901
12/17/1951 12/17/1961
Irrigation
4/15 to 10/15
2.52 cfs on 126 miner's inches
~~License~~ decreed
Groundwater
T07N R25E S31

34-2425E

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE CROWS NEST SUBDIVISION - 3

RAA 27 AUG, 2007
Ari 3-27-07



First American Title Company
168 West Pacific/P.O. Box 868, Blackfoot, ID 83221
Phone (208)785-0320 - Fax (208)785-6276

Escrow Officer:
Title Officer: **Michelle Reay**

To: **Pioneer Mortgage**
1760 American Legion Boulevard
Mountain Home, ID 83647

Order No.: **230224-B**

Attn: **Heather Farley**

Your Ref:

Re: Property Address: **not addressed, , ID**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.

First American Title Insurance Company

BY *Carl S. Johnson*

PRESIDENT

ATTEST *Michelle Reay*

SECRETARY



Countersigned

First American Title Company

Laura M. Hoffman

**FIRST COMMITMENT
SCHEDULE A**

1. Commitment Date : **September 07, 2007 at 7:30 A.M.**

2. Policy or Policies to be Issued:

Policy Amount Premium Amount

Owner's Policy

Standard Owner's Policy (6/17/06) Form 1402-06

\$ 35,000.00

\$ 347.50

with applied credit of

\$ None

Proposed Insured:

Rodney Aaron Atkins

Loan Policy

Extended Loan Policy (06/17/06) Form 1056-06

\$ 33,250.00

\$ 177.60

with applied credit of

\$ None

Proposed Insured:

Pioneer Mortgage, its successors and assigns as their interests may appear as defined in Paragraph 1(a) of the Conditions and Stipulations of this policy.

Endorsements:

\$

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Michael Christino, an unmarried man, on November 2, 2006, the date of acquiring title

4. The land referred to in this Commitment is described as follows:

LOT 3, BLOCK 1, CROWS NEST ESTATES, CUSTER COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED OCTOBER 15, 1991, AS INSTRUMENT NO. 200401.

Commonly known as: not addressed, , ID

SCHEDULE B-SECTION I
REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
 - (b) Pay us the premiums, fees and charges for the policy.
 - (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
 - (e) Release(s) or Reconveyance(s) of items(s) **13 and 14**.
-
- (f) If the person named in Schedule A, paragraph 3, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirements of chapter 10, title 55, Idaho Code, or we must be furnished satisfactory proof that; (1) the subject property is not vestee's principal residence, (2) the land is not claimed as homestead and the address of the principal residence of vestee, or (3) proof that the vested owner is not married.
 - (g) Pursuant to chapter 10, title 55, Idaho code, we will require that both incoming owner spouses execute any forthcoming mortgage, or we must be furnished satisfactory proof that; (1) the subject property is not their principal residence, (2) the land is not claimed as homestead and the address of their principal residence, or (3) proof that the incoming owner is not married.

**SCHEDULE B -SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2007 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2006	\$186.88	\$186.88	RP001120010030A

Homeowners Exemption is not in effect for 2006.
Circuit breaker is not in effect for 2006.

8. Provisions in Easement executed by Hatch Livestock, recorded June 9, 1983, as Instrument No. 167478.

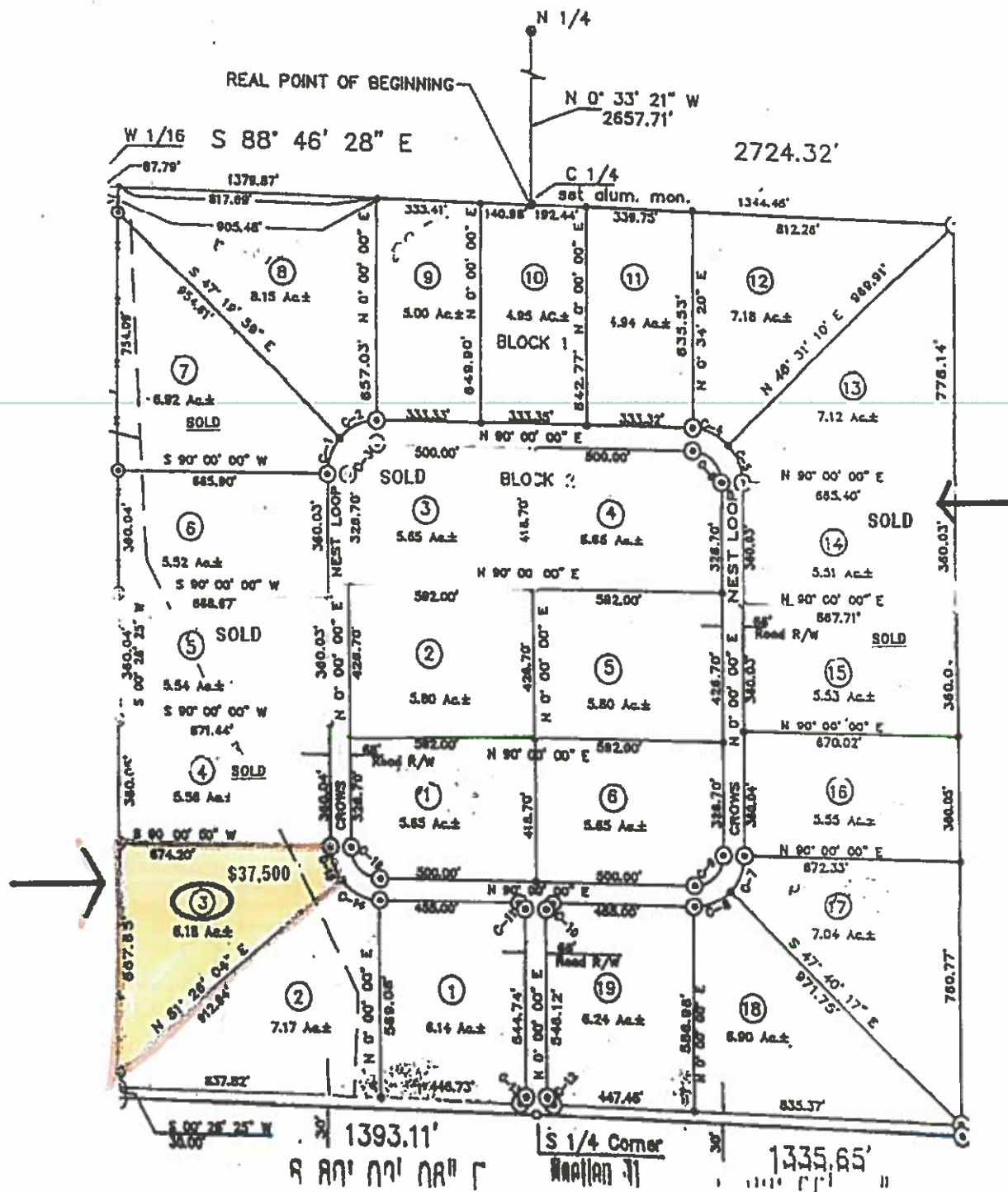
(a copy of which is attached).
9. Provisions in deed to Hartman Land and Livestock, a co-partnership, recorded April 15, 1985 as Instrument No. 173673.

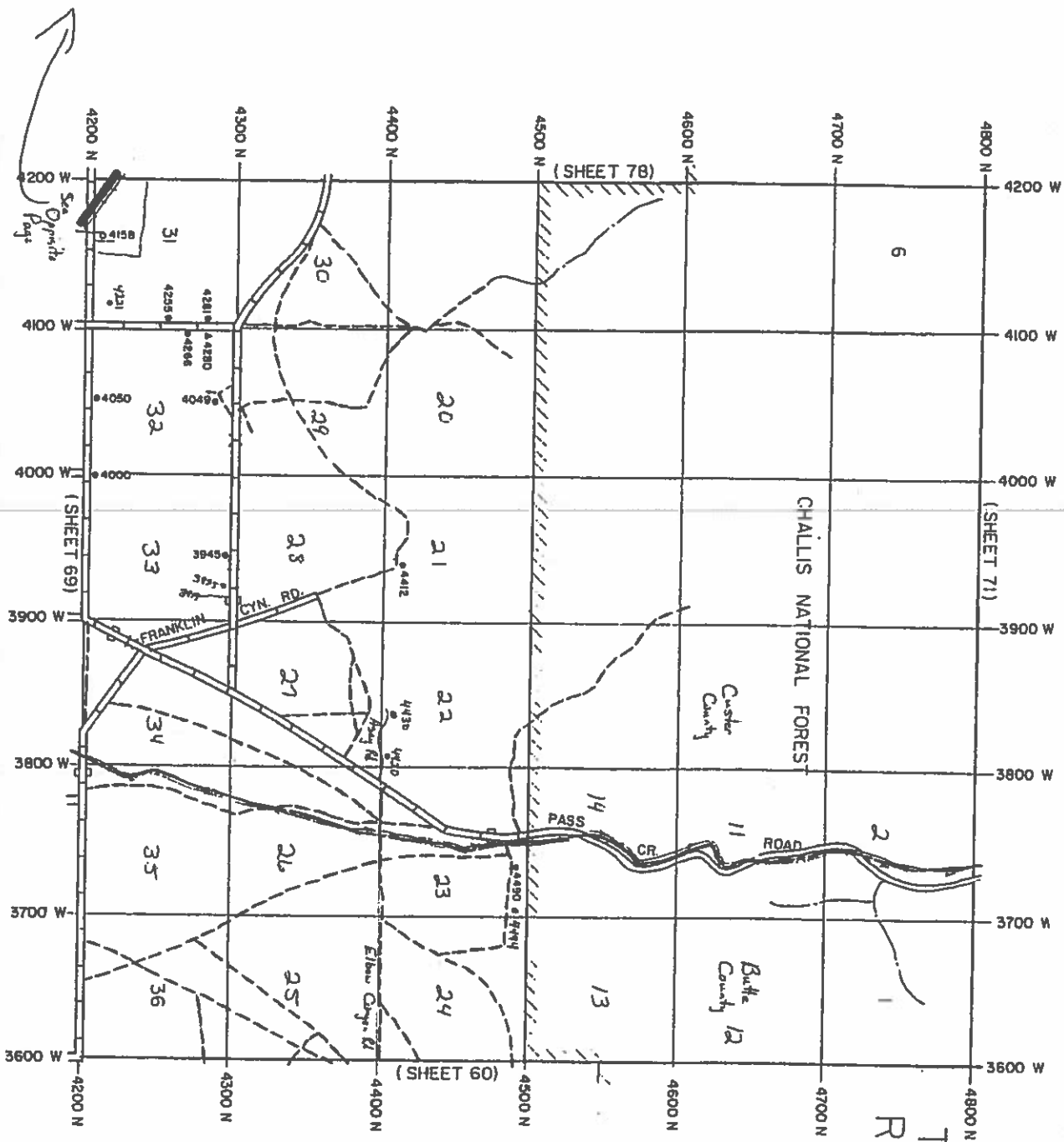
(a copy of which is attached).

10. Covenants, Conditions and Restrictions plus amendment recorded as Instrument Nos. 200438 and 206833, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Sanitary Restrictions recorded November 12, 1991, as Instrument No. 200607.
12. Underground right-of-way easement granted to Lost River Electric Cooperative, Inc., recorded July 27, 1994 as Instrument No. 206993.
13. Deed of Trust dated October 26, 2006, to secure an original indebtedness of \$10,000.00, and any other amounts and/or obligations secured thereby
Recorded: November 13, 2006, as Instrument No. 235310
Grantor: Michael Christino, an unmarried man
Trustee: Gooding Title & Escrow Company
Beneficiary: San Joaquin Facilities Management, Inc.
14. Deed of Trust dated August 22, 2007, to secure an original indebtedness of \$14,400.00, and any other amounts and/or obligations secured thereby
Recorded: August 22, 2007, as Instrument No. 237300
Grantor: Michael P. Christino, an unmarried man
Trustee: Gooding Title & Escrow Company
Beneficiary: Robert Silacci, a married man

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or EAGLE Coverage Policy.

RAA
AI





T.7N.
R.25E.