Form 42-248/42-1409(0) Rev. 08/14

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 27 2014
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, 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?
65-23017	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-23031	Yes ☐	Yes ☐		Yes ☐	Yes ☐
split into 65-23031	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-23609	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Donald J. Wiss
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): James and Robin Cathey
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

   3896 N. Holl Dr. | Eagle | ID | 83616
   Mailing address | City | State | ZIP

   858-539-6463 | catheyjames@aol.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: September 2013.

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☒ Filing fee (see instructions for further explanation):
     - ○ $25 per *undivided* water right.
     - ○ $100 per *split* water right.
     - ○ No fee is required for pending adjudication claims.

   SUPPORT DATA IN FILE # 65-23017

   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ (Signature of new owner/claimant) | 1-858-539-6463 (Title, if applicable) | 10/1/2014 (Date)

   Signature: _____ (Signature of new owner/claimant) | _____ (Title, if applicable) | 10/1/2014 (Date)

For IDWR Office Use Only:

Receipted by CA Date 10/27/14 Receipt No. C099557 C099558 Receipt Amt. $25 W

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

Name on W-9 _____ Approved by _____ Processed by _____ Date 3-10-15

3/9/15 C100048 75.00

Form 42-248/42-1409(b) Rev. 08/14

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 27 2014
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, 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?
65-23031	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Kenneth Baker
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): James and Robin Cathey
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

   3896 N. Holl Dr. | Eagle | ID | 83616
   Mailing address | City | State | ZIP

   858-539-6463 | catheyjames@aol.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: July 2012.

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.

8. Signature: _____ (Signature of new owner/claimant) 1-858-539-6463 (Title, if applicable) 10/1/2014 (Date)

   Signature: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 10/1/2014 (Date)

For IDWR Office Use Only

Receipted by CA Date 10/27/14 Receipt No. C099557 Receipt Amt. $25.00

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

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

IDAHO CITY, BOISE COUNTY, IDAHO
09-03-2013 15:05:22 PM No. of Pages: 2
Recorded for: FIDELITY NATIONAL TITLE - BOIS
MARY T. PRISCO Fee: $13.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

Fidelity National Title
Title Insurance Company

Order No.: 1078961-ch

WARRANTY DEED

FOR VALUE RECEIVED

Donald J. Wiss a married man as his sole and separate property and Betsy K Wiss, his spouse

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

Jim Cathey and Robin Cathey, husband and wife, as community property with the right of survivorship

GRANTEES(s), whose current address is: **3896 N Holl Drive, Eagle, ID 83616** the following described real property in Boise County, State of Idaho, more particularly described as follows, to wit:

Lot 1, Sterling Subdivision, according to the official plat thereof, recorded as Instrument No. 190427, records of Boise County, Idaho

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

Effective this 30 day of August, 2013

Betsy K Wiss

Donald J Wiss

State of Idaho

County of ADA

On this 3 day of ~~August~~ September, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared Betsy K Wiss known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same.

CH

Notary Public Name: Cynthia Henscheid
Residing at
My Commission Expires:

CYNTHIA HENSCHEID NOTARY PUBLIC STATE OF IDAHO

Residing at: Boise, Idaho
Commission Expires: 10/07/2016

State of Missouri

County of Jefferson

On this 30 day of August, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared **Donald J Wiss** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public Name: Curtis D. Shartzer
Residing at 142 Meadows of Wildwood Blvd
My Commission Expires: 6-9-2015 Wildwood MO 63040

CURTIS D. SHARTZER
Notary Public-Notary Seal
State of Missouri, St Louis County
Commission # 11388139
My Commission Expires Jun 9, 2015

IDAHO CITY, BOISE COUNTY, IDAHO
07-03-2012 15:31:04 PM No. of Pages: 4
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
MARY T. PRISCO Fee: $19.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

Fidelity National Title
Insurance Company

Order No.: 1074600-ch
AT138638
(1)

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

WARRANTY DEED

FOR VALUE RECEIVED

Kenneth W Baker, a married man

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

Jim Cathey and Robin Cathey, husband and wife

GRANTEES(s), whose current address is: **3896 N Holl Dr, Eagle, ID 83616**
the following described real property in Boise County, State of Idaho, more particularly described as follows, to wit:

Legal description of subject property is referred to as Exhibit "A" and is attached hereto and made a part hereof.

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

Effective this 2 day of ~~June~~ July, 2012

Kenneth W Baker

Kenneth W Baker

Order No. 1074600-cn

State of Idaho

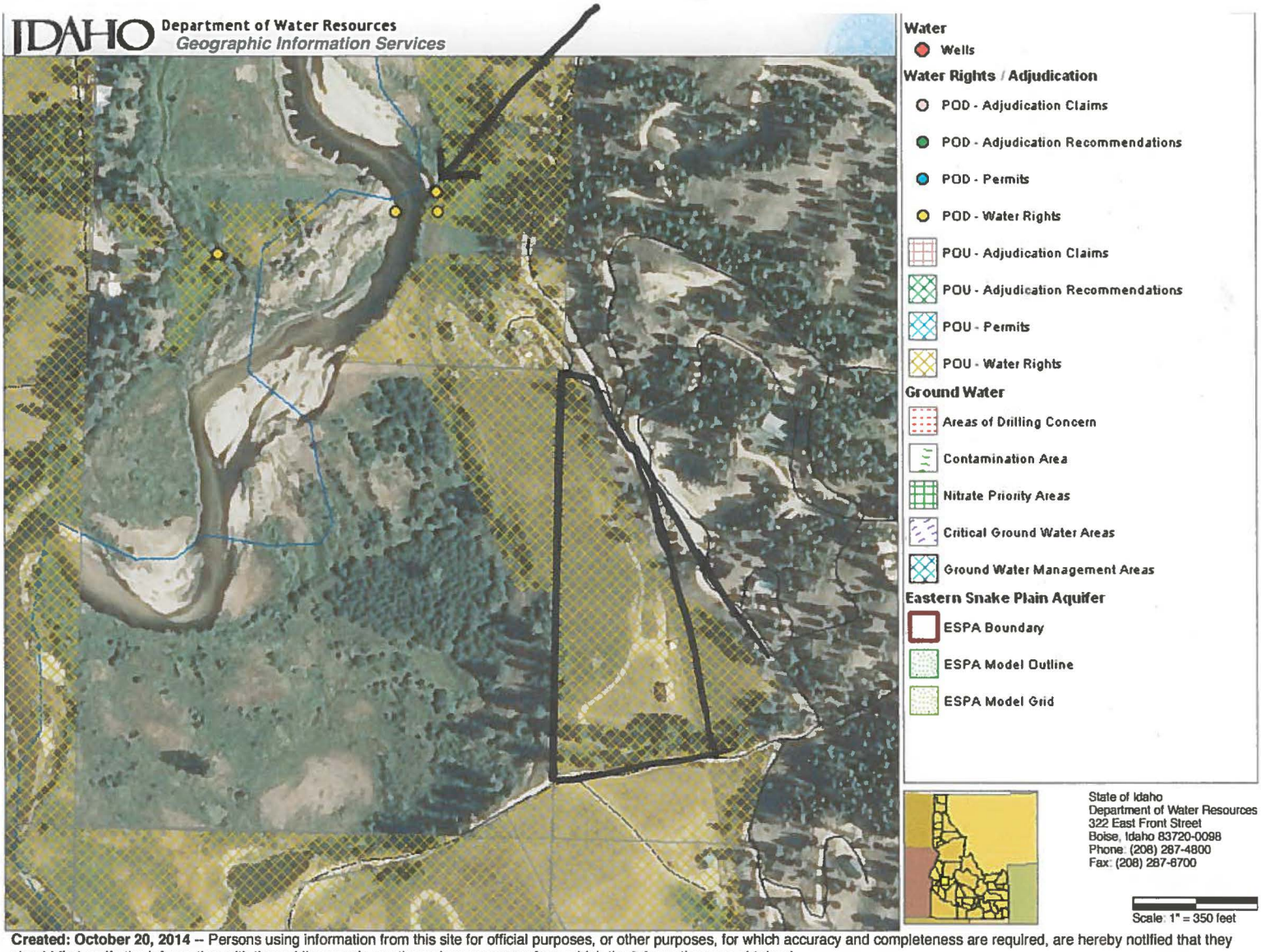
County of ADA

On this 2 day of ~~June~~ July, 2012, before me the undersigned, a Notary Public in and for said state, personally appeared Kenneth W Baker known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public Name: Cynthia Henscheid
Residing at ~~Residing at: Boise, Idaho~~.
My Commission Expires: ~~Commission Expires: 10/07/2016~~

CYNTHIA HENSCHEID NOTARY PUBLIC STATE OF IDAHO

POD



Created: October 20, 2014 -- Persons using information from this site for official purposes, or other purposes, for which accuracy and completeness are required, are hereby notified that they should first verify the information with the public records or other primary sources from which the information was obtained.

T9N R4E 15 E1/2NE Sterling Lot 1

77 Windy River
Garden Valley, ID 83622

Water Right: 65-23017

Customer Reference No. 1074600
File No. 138638

Exhibit A

A parcel of real property lying within a portion of the North Half of the Northwest Quarter of the Northeast Quarter (N1/2NW1/4NE1/4) of Section 15, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho being more particularly described as follows:

Commencing at the Northeast corner of said Section 15, thence, along the Northerly line of said Section 15,
North 89°20'12" West, 1332.42 feet to the Northeast corner of said N1/2NW1/4NE1/4, a 5/8" iron pin and the POINT OF BEGINNING; thence, along the Easterly line of said N1/2NW1/4NE1/4,
South 00°13'12" East, 648.01 feet to the Southeast corner of said N1/2NW1/4NE1/4; thence, along the Southerly line of said N1/2NW1/4NE1/4,
North 89°30'11" West, 871.23 feet to a 5/8" iron pin, being a witness corner; thence, from said witness corner, along said Southerly line,
North 89°30'11" West, 124.58 feet to the centerline of the Middle Fork of the Payette River; thence, along said centerline the following courses and distances:
North 39°11'19" East, 44.60 feet to a point;
North 21°18'28" East, 151.87 feet to a point;
North 06°28'01" East, 89.73 feet to a point;
North 15°01'40" East, 396.96 feet to a point on the Northerly line of said N1/2NW1/4NE1/4; thence, along said Northerly line,
South 89°20'12" East, 224.36 feet to a 5/8" iron pin being a witness corner; thence, from said witness corner, along said Northerly line,
South 89°20'12" East, 572.58 feet to the POINT OF BEGINNING.

READ & APPROVED:
BY: Bobi L Cathey
BY: _____
DATE: 7/2/12

READ & APPROVED BY
Kenneth W Bel
DATE: 7/2/12

Customer Reference No. 1074600
File No. 138638

Exhibit A

A parcel of real property lying within a portion of the North
of the Northeast Quarter (N1/2NW1/4NE1/4) of Section 15, T
East, Boise Meridian, Boise County, Idaho being more partic

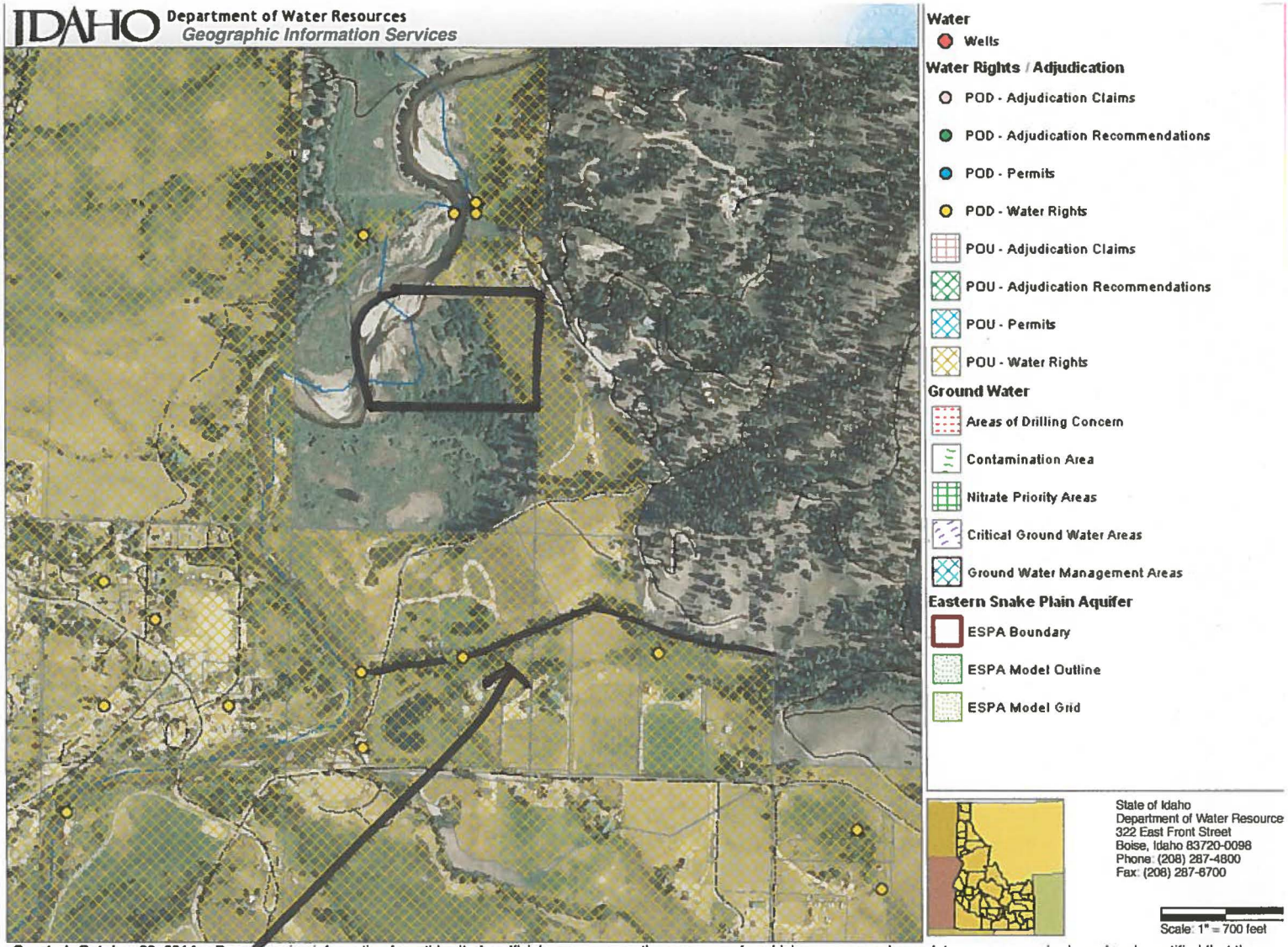
Commencing at the Northeast corner of said Section 15, then
said Section 15,
North 89°20'12" West, 1332.42 feet to the Northeast corner o
5/8" iron pin and the POINT OF BEGINNING; thence, along
N1/2NW1/4NE1/4,
South 00°13'12" East, 648.01 feet to the Southeast corner of s
along the Southerly line of said N1/2NW1/4NE1/4,
North 89°30'11" West, 871.23 feet to a 5/8" iron pin, being a
said witness corner, along said Southerly line,
North 89°30'11" West, 124.58 feet to the centerline of the Mi
thence, along said centerline the following courses and distan
North 39°11'19" East, 44.60 feet to a point;
North 21°18'28" East, 151.87 feet to a point;
North 06°28'01" East, 89.73 feet to a point;
North 15°01'40" East, 396.96 feet to a point on the Northerly
thence, along said Northerly line,
South 89°20'12" East, 224.56 feet to a 5/8" iron pin being a w
said witness corner, along said Northerly line,
South 89°20'12" East, 572.58 feet to the POINT OF BEGINN

READ & APPROVED: READ

BY: _____

BY: _____

DATE: _____ DATE:



Created: October 20, 2014 -- Persons using information from this site for official purposes, or other purposes, for which accuracy and completeness are required, are hereby notified that they should first verify the information with the public records or other primary sources from which the information was obtained.

POD: Gooseberry Creek - Specific Point unknown

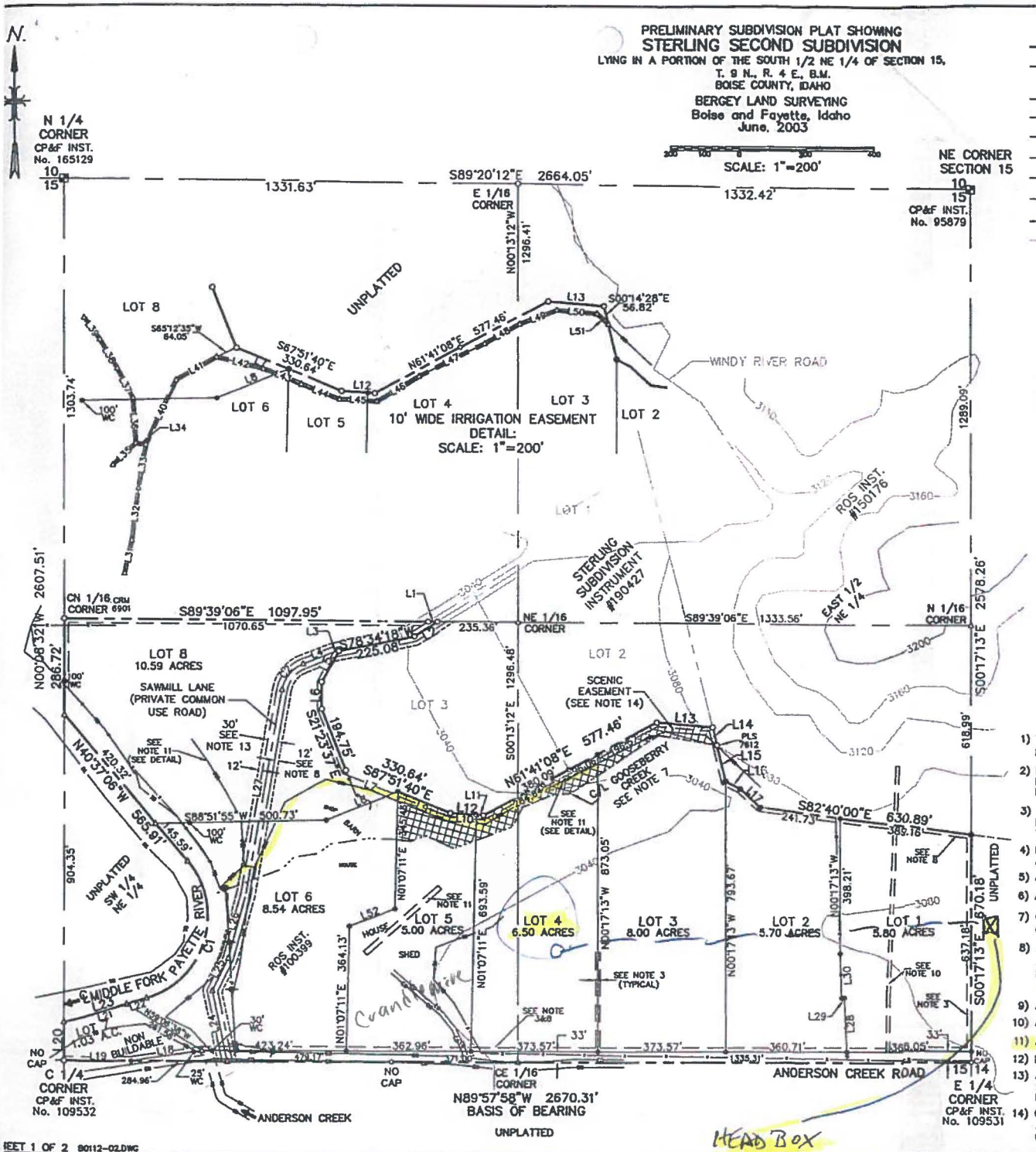
- T9 N R4E Sec 15 Crouch City Limits PTN of Tax 514 Inside Crouch
- T9N R4E Sec 15 PTN of Tax 514 outside Crouch
- Water Right: 65-23031

PRELIMINARY SUBDIVISION PLAT SHOWING
STERLING SECOND SUBDIVISION

LYING IN A PORTION OF THE SOUTH 1/2 NE 1/4 OF SECTION 15,
T. 9 N., R. 4 E., B.M.
BOISE COUNTY, IDAHO

BERGEY LAND SURVEYING
Boise and Fayette, Idaho
June, 2003

SCALE: 1"=200'



LEGEND

- Boundary Line
- Public Utilities And And Drainage Easement
- Centerline
- Lot Line
- Buried Irrigation Line
- Fence Line
- Edge Of Gravel
- Top Of Bank
- Major Contour line
- Minor Contour line
- Found Aluminum Cap
- Found 5/8" Iron Pin W/Plastic Cap, PLS 5710 Or As Noted.
- Found 1/2" Iron Pin W/ Plastic Cap, PLS 5710 Or As Noted.
- Set 5/8"x 30" Iron Pin w/ Plastic Cap, PLS 5710.
- Set 1/2"x 24" Iron Pin w/ Plastic Cap, PLS 5710.
- Calculated Point
- WC Witness Corner
- Power Pole

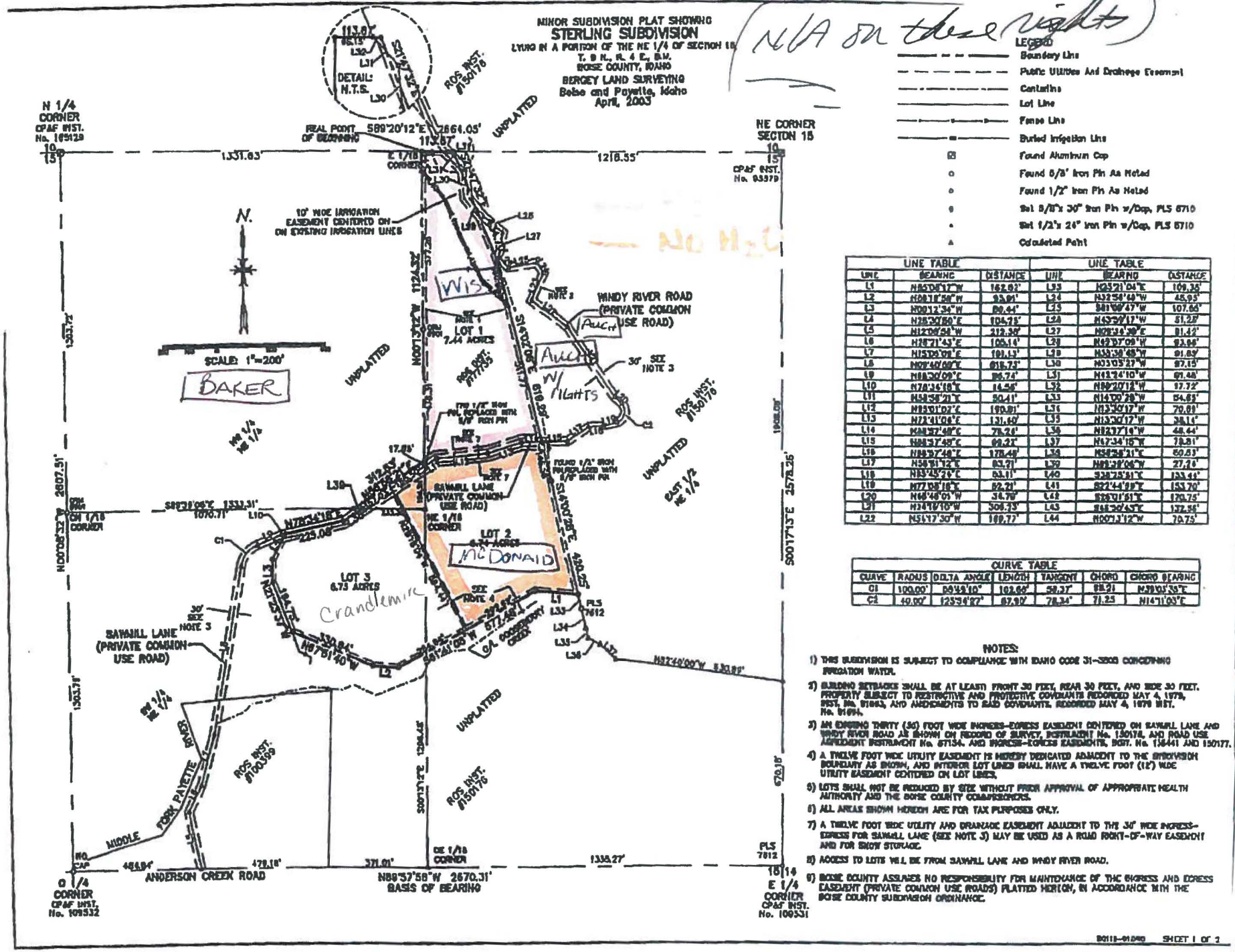
LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S89°39'06"E	27.30'	L27	N09°40'59"E	616.73'
L2	S56°56'21"W	80.53'	L28	N03°03'46"W	159.28'
L3	N78°34'18"E	14.58'	L29	S86°56'14"W	7.85'
L4	N68°30'09"E	96.74'	L30	N02°06'21"W	129.87'
L5	S28°30'50"W	104.25'	L31	S12°43'32"W	100.37'
L6	S00°12'34"E	80.44'	L32	S07°06'19"W	155.68'
L7	S67°51'40"E	163.44'	L33	S09°47'11"W	130.01'
L8	S67°35'20"W	224.76'	L34	N81°22'51"W	30.46'
L9	S67°51'40"E	167.20'	L35	S47°02'50"W	94.17'
L10	S86°18'59"E	75.55'	L36	N03°29'38"W	134.35'
L11	S86°18'59"E	20.36'	L37	N28°44'03"W	99.37'
L12	S86°18'59"E	95.91'	L38	N31°26'09"W	99.95'
L13	S85°08'17"E	162.82'	L39	N36°14'16"W	79.54'
L14	S14°00'28"E	54.65'	L40	N24°57'12"E	211.13'
L15	S13°30'17"E	109.02'	L41	N60°33'02"E	136.94'
L16	S62°17'14"E	48.44'	L42	S76°09'51"E	139.46'
L17	S47°34'15"E	79.84'	L43	S67°39'53"E	120.29'
L18	S81°06'35"W	212.73'	L44	S68°49'26"E	120.10'
L19	N89°57'58"W	199.87'	L45	S86°18'59"E	107.61'
L20	N00°08'32"W	112.70'	L46	N58°48'59"E	146.39'
L21	N73°42'09"E	193.64'	L47	N63°24'38"E	212.89'
L22	N73°42'09"E	63.24'	L48	N60°09'47"E	118.77'
L23	N73°42'09"E	256.89'	L49	N68°52'41"E	116.40'
L24	N12°08'56"W	212.38'	L50	S85°08'17"E	118.12'
L25	N26°21'43"E	105.14'	L51	S46°35'36"E	46.13'
L26	N15°06'09"E	191.13'	L52	N68°40'48"E	142.10'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	250.00'	114°19'16"	498.82'	387.34'	420.10	N16°32'31"E
C2	100.00'	56°49'09"	102.66'	56.37'	98.21	S39°05'33"W

NOTES:

1) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION WATER.
2) BUILDING SETBACKS SHALL BE AT LEAST: FRONT 30 FEET, REAR 30 FEET, AND SIDE 30 FEET. PROPERTY SUBJECT TO RESTRICTIVE AND PROTECTIVE COVENANTS RECORDED MAY 4, 1979, INST. No. 91693, AND AMENDMENTS TO SAID COVENANTS. RECORDED MAY 4, 1979 INST. No. 91694
3) A TWELVE FOOT WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ANDERSON CREEK ROAD AND THE SUBDIVISION BOUNDARY AS SHOWN, AND INTERIOR LOT LINES SHALL HAVE A TWELVE FOOT WIDE UTILITY EASEMENT CENTERED ON LOT LINES.
4) LOTS SHALL NOT BE REDUCED BY SIZE WITHOUT PRIOR APPROVAL OF APPROPRIATE HEALTH AUTHORITY AND THE BOISE COUNTY COMMISSIONERS.
5) ALL AREAS SHOWN HEREON ARE FOR TAX PURPOSES ONLY.
6) ACCESS TO LOTS WILL BE FROM ANDERSON CREEK ROAD AND SAWMILL LANE.
7) GOOSEBERRY CREEK HAS A TWENTY FOOT WIDE DRAINAGE EASEMENT CENTERED ON THE CREEKS LOCATION.
8) A 12 FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ANDERSON CREEK ROAD AND A 12 FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO THE 30' WIDE INGRESS-EGRESS EASEMENT (SEE NOTE 13) FOR SAWMILL LANE MAY BE USED AS A ROAD RIGHT-OF-WAY EASEMENT AND FOR SNOW STORAGE.
9) A 10 FOOT WIDE IDAHO POWER LINE EASEMENT RECORDED AS INSTRUMENT No. 102228.
10) A 15 FOOT WIDE IDAHO POWER LINE EASEMENT RECORDED AS INSTRUMENT No. 158882.
11) A 10 FOOT WIDE IRRIGATION EASEMENT CENTERED ON EXISTING IRRIGATION LINE.
12) LOT 7 IS A MEMORIAL TO STERLING ALLEY AND OTHERS, AND IS A NON-BUILDABLE PARCEL.
13) AN EXISTING THIRTY (30') WIDE INGRESS-EGRESS EASEMENT CENTERED ON SAWMILL LANE AS SHOWN ON RECORD OF SURVEY, INSTRUMENT No.150176, AND ROAD USE AGREEMENT INSTRUMENT No.87134, AND INGRESS-EGRESS EASEMENTS, INSTRUMENT No.138441 AND 150177.
14) OWNERS OF LOT'S 2 & 3 OF STERLING SUBDIVISION HAVE EXCLUSIVE USE OF SCENIC EASEMENT ALONG GOOSEBERRY CREEK. SEE RESTRICTIVE COVENANTS, INST. No.XXXXXXX FOR DETAILED USES AND RESTRICTIONS.

SHEET 1 OF 2 80112-02.DWG



(N/A on these rights)

LEGEND

- Boundary Line
- Public Utilities And Drainage Easement
- Centerline
- Lot Line
- Fence Line
- Buried Irrigation Line
- Found Aluminum Cap
- Found 5/8" Iron Pin As Noted
- Found 1/2" Iron Pin As Noted
- Set 5/8"x 30" Iron Pin w/Cap, PLS 6710
- Set 1/2"x 24" Iron Pin w/Cap, PLS 6710
- Calculated Point

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N85°06'12"W	162.02'	L23	N25°21'04"E	109.35'
L2	N08°18'56"W	93.91'	L24	N32°56'49"W	45.05'
L3	N00°12'34"W	80.44'	L25	S81°08'47"W	107.66'
L4	N28°30'50"E	104.75'	L26	N45°39'13"W	51.25'
L5	N12°09'54"W	212.36'	L27	N08°36'39"E	81.42'
L6	N28°71'43"E	105.14'	L28	N42°07'09"W	93.86'
L7	N15°09'01"E	101.13'	L29	N55°38'48"W	91.69'
L8	N07°40'08"E	618.75'	L30	N03°05'27"W	97.15'
L9	N88°30'09"E	86.74'	L31	N13°24'10"W	61.48'
L10	N78°36'18"E	14.56'	L32	N89°20'12"W	17.72'
L11	N58°58'71"E	50.41'	L33	N14°00'28"W	54.65'
L12	N88°01'07"E	190.81'	L34	N13°30'17"W	70.81'
L13	N73°41'06"E	131.60'	L35	N13°30'17"W	38.14'
L14	N48°57'48"E	78.26'	L36	N12°37'16"W	48.44'
L15	N88°57'45"E	69.23'	L37	N47°34'15"W	78.81'
L16	N88°57'46"E	178.48'	L38	N54°58'21"E	60.83'
L17	N58°51'12"E	83.71'	L39	N81°28'06"W	27.16'
L18	N83°45'29"E	93.11'	L40	S38°75'51"E	133.44'
L19	N77°05'16"E	82.21'	L41	S22°44'39"E	153.70'
L20	N48°46'01"W	36.78'	L42	S26°01'51"E	170.75'
L21	N24°19'10"W	306.73'	L43	S48°30'45"E	172.56'
L22	N51°17'30"W	189.77'	L44	N00°13'12"W	70.75'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	100.00'	59°55'10"	102.66'	56.37'	98.21	N39°05'38"E
C2	40.00'	125°54'27"	87.90'	78.34'	71.25	N14°71'03"E

NOTES:

1) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION WATER.
2) BUILDING SETBACKS SHALL BE AT LEAST: FRONT 30 FEET, REAR 30 FEET, AND SIDE 30 FEET. PROPERTY SUBJECT TO RESTRICTIVE AND PROTECTIVE COVENANTS RECORDED MAY 4, 1979, INST. No. 91883, AND AMENDMENTS TO SAID COVENANTS, RECORDED MAY 4, 1979 INST. No. 91894.
3) AN EXISTING THIRTY (30) FOOT WIDE INGRESS-EGRESS EASEMENT CENTERED ON SAWMILL LANE AND WINDY RIVER ROAD AS SHOWN ON RECORD OF SURVEY, INSTRUMENT No. 150176, AND ROAD USE AGREEMENT INSTRUMENT No. 97134. AND INGRESS-EGRESS EASEMENTS, INST. No. 136441 AND 150177.
4) A TWELVE FOOT WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO THE SUBDIVISION BOUNDARY AS SHOWN, AND INTERIOR LOT LINES SHALL HAVE A TWELVE FOOT (12') WIDE UTILITY EASEMENT CENTERED ON LOT LINES.
5) LOTS SHALL NOT BE REDUCED BY SIZE WITHOUT PRIOR APPROVAL OF APPROPRIATE HEALTH AUTHORITY AND THE BOISE COUNTY COMMISSIONERS.
6) ALL AREAS SHOWN HEREON ARE FOR TAX PURPOSES ONLY.
7) A TWELVE FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO THE 30' WIDE INGRESS-EGRESS FOR SAWMILL LANE (SEE NOTE 3) MAY BE USED AS A ROAD RIGHT-OF-WAY EASEMENT AND FOR SNOW STORAGE.
8) ACCESS TO LOTS WILL BE FROM SAWMILL LANE AND WINDY RIVER ROAD.
9) BOISE COUNTY ASSUMES NO RESPONSIBILITY FOR MAINTENANCE OF THE INGRESS AND EGRESS EASEMENT (PRIVATE COMMON USE ROADS) PLATTED HEREON, IN ACCORDANCE WITH THE BOISE COUNTY SUBDIVISION ORDINANCE.

04/30/2003 14:16 2006728567 BERGEY LAND SURVEYIN

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Idaho Association of REALTORS®

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

ID# 081513 DATE 08/15/13

LISTING AGENCY None Office Phone # None Fax # None
Listing Agent None E-Mail None Phone # None
SELLING AGENCY Garden Valley Homes & Land Office Phone # 208-462-6102 Fax # 1-888-257-7778
Selling Agent Valerie Jones E-Mail valjonessells@gmail.com Phone # 208-863-7071

1. BUYER: Jim and Robin Cathey
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS** 77 Windy River Road Garden Valley City Boise County, ID, Zip 83622 legally described as: T9N R4E SEC 15 E1/2NE, Sterling Sub, Lot 1
OR Legal Description Attached as addendum # 0 **(Addendum must accompany original offer.)**

2. $ 165,000.00 **PURCHASE PRICE:** One Hundred Sixty-Five Thousand DOLLARS, payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

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

(A). $ 1,500.00 **EARNEST MONEY:** BUYER hereby deposits One Thousand Five Hundred DOLLARS as Earnest Money evidenced by: ☐cash ☒personal check ☐cashier's check ☐note (due date): 0 ☐other 0 and a receipt is hereby acknowledged.
Earnest Money to be deposited in trust account ☐upon receipt or ☒upon acceptance by BUYER and SELLER or ☐other _____
and shall be held by: ☐Listing Broker ☐Selling Broker ☐other Fidelity Title for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: Tom Hutchison

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

(C). $ .00 **NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining the following financing:
☐**FIRST LOAN** of $ 0 not including mortgage insurance, through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER 0 with interest not to exceed 0 % for a period of 0 year(s) at: ☐Fixed Rate ☐Other 0.
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money may be returned at BUYER'S request.
☐**SECOND LOAN** of $ 0 with interest not to exceed 0 % for a period of 0 year(s) at: ☐Fixed Rate ☐Other 0.
LOAN APPLICATION: BUYER ☐has applied **OR** ☐shall apply for such loan(s) within 0 business days (five [5] if left blank) of SELLER'S acceptance. Within 0 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with **a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting.** If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 0 business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. **If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price** or BUYER'S Earnest Money may be returned at BUYER'S request. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.* **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

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

(E). $ 163,500.00 **APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING** ***(Not including closing costs)*****: Cash at closing** to be paid by BUYER at closing in GOOD FUNDS, includes: **cash, electronic transfer funds, certified check or cashier's check.** ***NOTE: If any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in:*** ☒Cash ☐Other _____

BUYER'S Initials ( )( ) Date 8/15 SELLER'S Initials ( )( ) Date _____

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PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 081513

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

NONE

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

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

Any and all things that are presently on the property.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

Any personal items such as clothing, cleaning supplies, and toiletries

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

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

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

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

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒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 ____ business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set 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, or cannot be made so within ____ business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Fidelity Title Title Company located at Emerald Boise shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

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

BUYER'S Initials (RLC) Date 9/15 SELLER'S Initials (_____)(_____) Date _____

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10. INSPECTION:

(A). BUYER chooses ☒to have inspection ☐not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections; investigations, tests, surveys and other studies at **BUYER'S expense.** BUYER shall, within _____ business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

Additional inspections/timeframes:

Sellers noted that they have a well report in hand. Buyer will accept the well report in lieu of the well water inspections.

If Sellers have pumped the septic within the last 2 years, Buyer will accept the invoice in lieu of pumping the septic.

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

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

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

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

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

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

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

11. LEAD PAINT DISCLOSURE: The subject PROPERTY ☐is ☒is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils **regardless of the source of the lead.** If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYERS right to have the PROPERTY tested for lead-based paint hazards to be completed no later than 0 or the contingency will terminate, (d) that BUYER hereby ☒waives ☐does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

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

BUYER'S Initials (_____)(RLC) Date 5/15 SELLER'S Initials (_____)(_____) Date _____

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PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 081513

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

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

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 0 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

16. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐Yes ☐No ☒N/A. Association fees/dues are $ 0 per 0, ☐BUYER ☐SELLER ☒N/A to pay Homeowner's Association **SET UP FEE** of $ 0 and/or **PROPERTY TRANSFER FEES** of $ 0 at closing.

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

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

Upon closing SELLER agrees to pay up to EITHER 0 % (N/A if left blank) of the purchase price OR $ 0 (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked below.

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

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

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

BUYER'S Initials (RLC) Date 8/15 SELLER'S Initials (_____)(_____) Date _____

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PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 081513

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

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

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

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

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

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

26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real 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. 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.

27. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real 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."

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT: **If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults**, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. 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.

31. 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.

BUYER'S Initials (_____)(RLC) Date 8/15 SELLER'S Initials (_____)(_____) Date _____

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

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

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

Section 1:
- ☒ A. **The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).**
- ☐ B. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).**
- ☐ D. **The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).**

Section 2:
- ☐ A. **The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).**
- ☐ B. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).**
- ☒ D. **The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).**

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

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) 08/29/13.

The parties agree that the **CLOSING AGENCY** for this transaction shall be Fidelity Title

located at Emerald, Boise.

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

36. POSSESSION: BUYER shall be entitled to possession ☒upon closing or ☐date 0 time 0 ☐A.M. ☐P.M. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of Closing.

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

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

39. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

40. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

41. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 08/19/13 at (Local Time in which PROPERTY is located) 6:00 ☐A.M. ☒P.M.

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

BUYER'S Initials (_____)(RLC) Date 8/15 **SELLER'S** Initials (_____)(_____) Date _____

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ROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 081513

2. BUYER'S SIGNATURES:

]SEE ATTACHED BUYER'S ADDENDUM(S): 0 (Specify number of BUYER addendum(s) attached.)

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

UYER Signature _____ **BUYER (Print Name)** Jim Cathey

ate 8/15 Time 8:16 ☐A.M. ☑P.M. Phone # 208-939-4993 Cell # _____

ddress 3896 Hall Dr. Eagle ID City Eagle State ID Zip 83616

-Mail Cathefamily@Aol.com Fax # _____

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

UYER Signature Robin L Cathey **BUYER (Print Name)** Robin Cathey

ate 8-15 Time 8:16 ☐A.M. ☑P.M. Phone # _____ Cell # _____

ddress _____ City _____ State _____ Zip _____

-Mail _____ Fax # _____

---

3. 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 al e terms thereof on the part of the SELLER.

]SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
]SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

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

ELLER Signature _____ **SELLER (Print Name)** _____

ate _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

ddress _____ City _____ State _____ Zip _____

-Mail _____ Fax # _____

ONTRACTOR REGISTRATION # (If applicable) _____

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

ELLER Signature _____ **SELLER (Print Name)** _____

ate _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

ddress _____ City _____ State _____ Zip _____

-Mail _____ Fax # _____

ONTRACTOR REGISTRATION # (If applicable) _____

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RE-21 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.

ID# 082413 DATE 08/24/13

LISTING AGENCY None Office Phone # None Fax # None
Listing Agent None E-Mail None Phone # None
SELLING AGENCY Garden Valley Homes & Land Office Phone # 208-462-8102 Fax # 1-888-257-7778
Selling Agent Valerie Jones E-Mail valjonessells@gmail.com Phone # 208-863-7071

1. BUYER: Jim and Robin Cathey
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS 77 Windy River Road
Garden Valley City Boise County, ID, Zip 83622 legally described as:
T9N R4E SEC 15 E1/2NE, Sterling Sub, Lot 1
OR Legal Description Attached as addendum # 0 (Addendum must accompany original offer.)

2. $ 183,500.00 PURCHASE PRICE: One Hundred Eighty-Three Thousand Five Hundred DOLLARS, payable upon the following TERMS AND CONDITIONS (not including closing costs):

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
(A). $ 1,500.00 EARNEST MONEY: BUYER hereby deposits One Thousand Five Hundred DOLLARS as Earnest Money evidenced by: ☐cash ☒personal check ☐cashier's check ☐note (due date): 0 ☐other 0 and a receipt is hereby acknowledged.
Earnest Money to be deposited in trust account ☐upon receipt or ☒upon acceptance by BUYER and SELLER or ☐other
and shall be held by: ☐Listing Broker ☐Selling Broker ☒other Fidelity Title for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE Tom Hutchison

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

(C). $ .00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☐FIRST LOAN of $ 0 not including mortgage insurance, through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐HFA, ☐RURAL DEVELOPMENT, ☐OTHER 0 with interest not to exceed 0 % for a period of 0 year(s) at: ☐Fixed Rate ☐Other 0 .
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money may be returned at BUYER'S request.
☐SECOND LOAN of $ 0 with interest not to exceed 0 % for a period of 0 year(s) at: ☐Fixed Rate ☐Other 0 .
LOAN APPLICATION: BUYER ☐has applied OR ☐shall apply for such loan(s) within 0 business days (five [5] if left blank) of SELLER'S acceptance. Within 0 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 0 business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.* FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

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

(E). $ 182,000.00 APPROXIMATE FUNDS DUE FROM BUYER AT CLOSING *(Not including closing costs)*: Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: *If any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in:* ☒Cash ☐Other

BUYER'S Initials ( )( ) Date SELLER'S Initials BW JC Date 8-26-13

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PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 882413

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

None

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

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

Any and all things that are presently in and at the property.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

Any personal items such as clothing, cleaning supplies, and toiletries

All Items IN Shed, Barn, And Remaining Furniture in House

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

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

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

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

(A). **PRELIMINARY TITLE COMMITMENT:** Prior to closing the transaction, ☒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 ____ business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set 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, or cannot be made so within ____ business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). **TITLE COMPANY: The parties agree that** Fidelity Title **Title Company located at** 8685 Emerald **shall provide the title policy and preliminary report of commitment.**

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a LTA/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.

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

BUYER'S Initials (_____)(_____) Date _____ SELLER'S Initials BLL (KK) Date 5-26-13

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Instanet Forms

PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 082413

10. INSPECTION:

(A). **BUYER chooses** ☒to have inspection ☐not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above time frame for investigations, tests, surveys and other studies shall govern.

Additional inspections/timeframes:

Sellers noted that they have a well report in hand. Buyer will accept the well report in lieu of the well water productivity test.

If Seller has pumped the septic within the last two years, buyer will accept the invoice in lieu of pumping the septic.

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

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

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

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

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

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

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

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

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

BUYER'S Initials (_____)(_____) Date _____ SELLER'S Initials (BW)(MM) Date 8-26-13

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Instanet Forms

PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 052413

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

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

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

16. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐Yes ☐No ☒N/A. Association fees/dues are $ 0 per 0 ☐BUYER ☐SELLER ☒N/A to pay Homeowner's Association SET UP FEE of $ 0 , and/or PROPERTY TRANSFER FEES of $ 0 at closing.

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

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

Upon closing SELLER agrees to pay up to EITHER 0 % (N/A if left blank) of the purchase price OR $ 0 (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked below.

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

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

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

BUYER'S Initials (_____)(_____) Date _____ SELLER'S Initials [illegible] Date 8-26-13

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PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 082413

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

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

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

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

24. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(8)(d), a "sold" price of real property is not confidential client information.

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

26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real 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. 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.

27. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real 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."

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. 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.

31. 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.

BUYER'S Initials (_____)(_____) Date _____ SELLER'S Initials VLL, MM Date 8-26-13

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Instanet Forms

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

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

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

Section 1:
- ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:
- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☒ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

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

35. **CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) 09/02/13.

The parties agree that the CLOSING AGENCY for this transaction shall be Fidelity Title-Cynthia Hanacheid

located at 8685 W. Emerald #200, Boise.

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

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

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

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

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

40. **AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

41. **ACCEPTANCE:** This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 08/25/13 at (Local Time in which PROPERTY is located) 5:00 ☐A.M. ☒P.M.

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

BUYER'S initials (_____)(_____) Date _____ SELLER'S initials (BW)(MH) Date 8-26-13

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Instanet Forms

PROPERTY ADDRESS: 77 Windy River Road Garden Valley ID#: 082413

42. BUYER'S SIGNATURES:

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

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

BUYER Signature _____ BUYER (Print Name) _____

Date _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax # _____

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

BUYER Signature _____ BUYER (Print Name) _____

Date _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax # _____

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

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

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

SELLER Signature Betsy L Wiss SELLER (Print Name) Betsy K. Wiss

Date 5.26.13 Time 11:00 ☐A.M. ☒P.M. Phone # 208-859-7556 Cell # same

Address 7507 W. Prince Dr. City Boise State ID Zip 83714

E-Mail BetsyWiss4me@gmail.com Fax # 208-331-2591

CONTRACTOR REGISTRATION # (If applicable) _____

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

SELLER Signature Donald J Wiss SELLER (Print Name) DONALD J. WISS

Date 8/27/13 Time 12:39 Central Time ☐A.M. ☐P.M. Phone # 208-789-4304 Cell # _____

Address 5110 Amberglow Dr. City Boise State MO Zip 63129

E-Mail nwiss77@gmail Fax # 314-487-6622

CONTRACTOR REGISTRATION # (If applicable) _____

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formtools

PROPERTY ADDRESS: TBD Saw Mill Road Garden Valley ID#: 98207925

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

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

17. 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 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recogni 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 excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject 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 perform 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 referen to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

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

20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any sign 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 t Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of tw identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copie shall together constitute one and the same instrument.

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

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

24. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of th contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of busines (Date): 4/20/2012 unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the cost to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other cost incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)	X			
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)	X			
Closing Escrow Fee			X		Environmental Inspection (Phase 3)	X			
Survey		X			PERC Test	X			
Flood Certification/Tracking Fee	X				Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)	X			
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				X	Hazardous Waste Report(s)	X			
Additional Title Coverage	X	title			cannot issue	ADD L		+i+	
Water Rights Transfer Fee				X					
Attorney Contract Preparation or Review Fee	X								

Upon closing SELLER agrees to pay up to EITHER 0 % (N/A if left blank) of the purchase price OR $ 0 (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked above.

BUYER'S Initials ( )( ) Date 3/12/12 SELLER'S Initials ( )( ) Date 3/14/12

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Fidelity National Title
Insurance Company

Fidelity National Title Company
8665 W. Emerald, Suite 200
Boise, ID 83704

Closer: Cynthia Henscheid

Escrow No.: 1074600
Settlement Date: 07/03/2012

BUYER'S FINAL CLOSING STATEMENT

Buyer: Jim Cathey and Robin Cathey Seller(s): Kenneth W Baker

Property: TBD Saw Mill Road
Garden Valley, ID 83622
Boise County, Idaho

		DEBIT		CREDIT
Contract sales price		$140,000.00		
County property taxes 7/3/2012 to 12/31/2012		$38.13		
Deposit or earnest money				$1,500.00
Selling Agent credit closing costs to Garden Valley Properties, LLC				$6.87
Title services and lender's title insurance to Fidelity National Title Company		$245.00		
Settlement or closing fee	$245.00			
Aggregate Ancillary Fee	$0.00			
Owners Policy	$798.00			
Abstract or Title Search to Alliance Title		$100.00		
Government Recording Charges		$24.00		
Deed/Mortgage/Releases:	$24.00			
Aggregate Recording Charges	$0.00			
Easement recording fees to Alliance Title		$72.00		

******* Sub Total**	$140,479.13		$1,506.87
Balance Due From Buyer/Borrower			$138,972.26
Total	$140,479.13		$140,479.13

Fidelity National Title Company

By: _____
Cynthia Henscheid

Fidelity National Title
Insurance Company

Fidelity National Title Company
8665 W. Emerald, Suite 200
Boise, ID 83704

Closer: Cynthia Henscheid

Escrow No.: 1074600
Settlement Date: 07/03/2012

SELLER'S FINAL CLOSING STATEMENT

Seller(s): Kenneth W Baker

Buyer(s): Jim Cathey and Robin Cathey

Property: TBD Saw Mill Road
Garden Valley, ID 83622
Boise County, Idaho

	DEBIT		CREDIT
Contract sales price			$140,000.00
County property taxes 7/3/2012 to 12/31/2012			$38.13
Commission Paid at Settlement	$8,400.00		
$4,200.00 To Garden Valley Properties, LLC			
$4,200.00 To Garden Valley Homes and Land Real Estate			
Settlement or closing fee to Fidelity National Title Company	$245.00		
Owner's title insurance to Alliance Title	$798.00		
Invoice balance due survey to ALS	$250.00		

***** **Sub Total**	$9,693.00		$140,038.13
Balance Due To Seller	$130,345.13		
Total	$140,038.13		$140,038.13

Fidelity National Title Company

By: _____
Cynthia Henscheid

Fidelity National Title
Insurance Company

Fidelity National Title Company
8665 W. Emerald, Suite 200
Boise, ID 83704

Closer: Cynthia Henscheid

Escrow No.: 1074600
Settlement Date: 07/02/2012

BUYER'S PRELIMINARY CLOSING STATEMENT

Buyer: Jim Cathey and Robin Cathey

Seller(s): Kenneth W Baker

Property: TBD Saw Mill Road
Garden Valley, ID 83622
Boise County, Idaho

		DEBIT		CREDIT
Contract sales price		$140,000.00		
County property taxes 6/29/2012 to 12/30/2012		$38.76		
Deposit or earnest money				$1,500.00
Title services and lender's title insurance to Fidelity National Title Company		$245.00		
Settlement or closing fee	$245.00			
Aggregate Ancillary Fee	$0.00			
Owners Policy	$798.00			
Abstract or Title Search to Alliance Title		$100.00		
Government Recording Charges		88.50 ~~$50.00~~		
Deed/Mortgage/Releases:	$50.00			
Aggregate Recording Charges	$0.00			

***** Sub Total	$140,433.76		$1,500.00
Balance Due From Buyer/Borrower			+ $138,933.76
Total	$140,433.76		$140,433.76

+ 38.50
$138,972.26

Fidelity National Title Company

By: Cynthia Henscheid

Jim Cathey
DATE: 7-2-12

Robin Cathey
DATE: 7-2-12

Property Taxes 2012 are paid in full
Bill for 2013 1st 1/2 due Dec. 20, 2013
2nd 1/2 due June 20, 2014

Fidelity National Title Insurance Company

Fidelity National Title Company
8665 W. Emerald, Suite 200
Boise, ID 83704

Closer: Cynthia Henscheid

Escrow No.: 1074600
Settlement Date: 07/02/2012

SELLER'S PRELIMINARY CLOSING STATEMENT

Seller(s): Kenneth W Baker

Buyer(s): Jim Cathey and Robin Cathey

Property: TBD Saw Mill Road
Garden Valley, ID 83622
Boise County, Idaho

	DEBIT		CREDIT
Contract sales price			$140,000.00
County property taxes 6/29/2012 to 12/30/2012			$38.76
Commission Paid at Settlement	$8,400.00		
$4,200.00 To Garden Valley Properties, LLC			
$4,200.00 To Garden Valley Homes and Land Real Estate			
Settlement or closing fee to Fidelity National Title Company	$245.00		
Owner's title insurance to Alliance Title	$798.00		

***** Sub Total	$9,443.00		$140,038.76
Balance Due To Seller	$130,595.76		
Total	$140,038.76		$140,038.76

Kenneth W Baker
Kenneth W Baker
DATE: 7/2/12

Fidelity National Title Company

By: _____
Cynthia Henscheid

Pay final invoice $250.00
to ALS Assoc Land Surveys
Doug Bergey
585-5858

Seller's Closing Statement
Rev 7/7/2011

7/2/12 10:40 AM

Fidelity National Title
Insurance Company

8665 W. Emerald, Suite 200
Boise, ID 83704
208-377-3190

Escrow Officer: Cynthia Henscheid

Order No. 1078961-ch
Settlement Date: 09/03/2013

BUYER'S FINAL SETTLEMENT STATEMENT

Buyer(s): Jim Cathey and Robin Cathey

Seller(s): Betsy K Wiss, and Donald J Wiss

Property: 77 Windy River Road
Garden Valley, ID 83622

Lot 1 Sterling Subdivision, Boise County, Idaho

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.
FIDELITY NATIONAL TITLE COMPANY
By:

DESCRIPTION	DEBIT	CREDIT
Contract Sales Price	$183,500.00	
Deposit or earnest money		$1,500.00
borrower funds deposit		$181,182.08
County property taxes 1/1/2013 to 9/3/2013		$1,157.42
Settlement or closing fee to Fidelity National Title Company	$322.00	
Title insurance to Alliance Title & Escrow	$103.70	
Handling fee to Alliance Title & Escrow	$50.00	
Recording Fees: Deed $17.50 Mortgage $0.00 Releases $0.00	$17.50	
Sub Total	$183,993.20	$183,839.50
Balance Due From Buyer	**$0.00**	**$153.70**
Total	$183,993.20	$183,993.20

Fidelity National Title Company

By:
Cynthia Henscheid
Escrow Officer

Date: 9/4/13

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 10, 2015

STERLING ALLEY
HC 76 BOX 2682
GARDEN VALLEY ID 83622

Re: Change in Water Right Ownership: Water Right No. 65-23031 (split into 65-23031 and 65-23609)

Dear Water Right Holder(s):

We have received and processed a Change of Ownership for a portion of your original Water Right as referenced above. This change of ownership resulted in a split of your original water right.

When a portion of the original water right has been conveyed to another and the original right has been split, a new water right number is issued to the new owner representing their portion of the original water right. Each water right contains only the portion of the original right for each separate owner. The original water right number reflects your remaining portion of the water right, after the change of ownership. Enclosed is a copy of this water right for your records. Please refer to your water right number when corresponding with our office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

If you have any questions concerning this ownership change, or the enclosed information, please contact me at 208-287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure

State of Idaho
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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 10, 2015

JAMES CATHEY
ROBIN CATHEY
3896 N HOLL DR
EAGLE ID 83616

Re: Change in Water Right Ownership: Water Right No. 65-23017 and 65-23031 (split into 65-23031 and **65-23609**)

Dear Water Right Holder(s):

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

Your portion of these water rights has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form or you can find the forms at www.idwr.idaho.gov. If you do not plan on changing any items on your water right, then no further action is required at this time.

Since water rights 75-10538 and 75-10539 were not updated a refund of $200 has been requested. You should receive this within 10 days under separate cover from the Idaho State Controller's Office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please feel free to contact me at 208-287-4942 if you have any questions concerning the enclosed information or this letter.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist II

Enclosure

State of Idaho
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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

February 24, 2015

JAMES CATHEY
ROBIN CATHEY
3896 N HOLL DR
EAGLE ID 83616

RE: Ownership Change Water Right: 65-23017 and 65-23031

Dear Property Owner:

The Department of Water Resources acknowledges receipt of your request for a Notice of Change of Water Right Ownership on the above mentioned water rights. In reviewing the information provided to us, it was determined that this will be a division of water right 65-23031 and additional fees will be required. Enclosed you will find a map with the water right outlined in blue and your property, according to the warranty deeds you provided, is colored yellow.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is $25 per water right, except for ownership changes resulting in the division of a water right, which is $100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. The Department has received $50 from you but we have determined that the filing fee for your notice will be an additional **$75.**

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

Please contact me at 208-287-4942 if you have any questions.

Sincerely,

Jean Hersley
Technical Records Specialist II

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

October 29, 2014

JAMES CATHEY
ROBIN CATHEY
3896 N HOLL DR
EAGLE ID 83616

RE: Notice of Change in Water Right Ownership No(s). 65-23017 and 65-23031

Dear Interested Party(s):

The Idaho Department of Water Resources received your request for a Notice of Change in Water Right Ownership on October 27, 2014. During the initial review, it was determine a conveyance document is needed to complete this request. A conveyance document can be a warranty deed, quitclaim deed, etc. that includes a legal description of the property or description of the water rights

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your request unprocessed.

Please contact me at (208) 287-4942 if you have any questions regarding this matter.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist II