

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
45-10818	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Donald KAMP Mary KAMP
Name of current water right holder/claimant

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

David Gentry Kathy Gentry
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

3839 N. RAWA H Featherville Id 83647
Mailing address City State ZIP
2086532421 N/A
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: 5-30-14

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: David Gentry 8/25/14
Signature of new owner/claimant Title, if applicable Date
Signature: Kathy Gentry 8/25/14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 9-16-2014 Receipt No. 5034302 Receipt Amt. \$25-
Approved by _____ Processed by _____ Date _____

RECEIVED
SEP 04 2014
DEPT OF WATER RESOURCES
SOUTHERN REGION

WARRANTY DEED

#51149/EC1941R

COPY

For Value Received

**J. Berkeley Orton, a married man as his sole and separate property
and Jared Berkeley Orton, a married man as his sole and separate property**

CASSIA COUNTY
Recorded for:
AND TITLE AND ESCROW RUP
2:52:09 pm 05-30-2014
2014-002202
No. Pages: 2 Fee: \$13.00
JOSEPH W. LARSEN
County Clerk
Deputy: TPOLLARD

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

**David Gentry and Kathy Gentry, husband and wife as community property with right of
survivorship
Address: 3839 N. Rawah Dr. Featherville, Idaho 83647**

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

**TOWNSHIP 9 SOUTH, RANGE 25 EAST, OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO**

Section 20: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

**Beginning at a point which is 397 feet East of the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said
Section;
Thence East 260 feet;
Thence North 200 feet;
Thence West 260 feet;
Thence South 200 feet to the Point of Beginning.
EXCEPT that portion deeded to the State of Idaho for Highway Purposes**

**TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant
thereto**

SUBJECT TO:

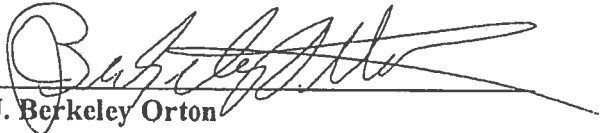
All reservations in patents or deeds in the chain of title.

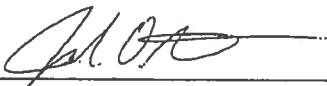
Taxes for 2014 and subsequent years.

Assessments levied, or to be levied, by Magic Valley Ground Water District.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

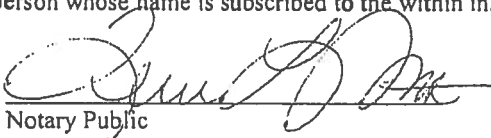
Dated: May 29, 2014


J. Berkeley Orton


Jared Berkeley Orton

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

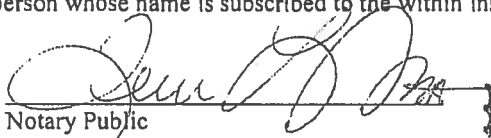
On this 29 day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared J. Berkeley Orton, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public
Residing at: Burley, ID
My Commission expires: 08/02/14

TERRI L. SMITH
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 29 day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Jared Berkeley Orton, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public
Residing at: Burley, ID
My Commission expires: 08/02/14

TERRI L. SMITH
NOTARY PUBLIC
STATE OF IDAHO

 Missouri Association of REALTORS	RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT	JULY 2013 EDITION Page 1 of 7
	THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.	

ID# bje51414 DATE 05/14/14

LISTING AGENCY RIVER BRIDGE REALTY Office Phone # (208) 878-1751 Fax # _____
 Listing Agent BENJAMIN ORTON E-Mail BENJORT@GMAIL.COM Phone # 2083121975
 SELLING AGENCY RIVER BRIDGE REALTY Office Phone # (208) 878-1751 Fax # _____
 Selling Agent BENJAMIN ORTON E-Mail _____ Phone # _____

1. BUYER: DAVID & KATHY GENTRY
 (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 1232 E 600 N
 City Jackson County, ID, Zip 83350 legally described as: _____

OR Legal Description Attached as addendum # 1 (Addendum must accompany original offer.)

2. \$ 225,000.00 PURCHASE PRICE: Two Hundred and Twenty 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) \$ 225,000.00 EARNEST MONEY: BUYER hereby deposits Two Thousand
 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____
☐ Other _____ and a receipt is hereby acknowledged.
 Earnest Money to be deposited in trust account ☐ upon receipt ☒ upon acceptance by BUYER and SELLER or ☐ Other _____
 and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ Other _____ for the benefit of the parties hereto.
 THE RESPONSIBLE BROKER SHALL BE: PATRICK MERIGAN

(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). \$ 225,000.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☐ FIRST LOAN of \$ 225,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ FHA, ☐ RURAL
 DEVELOPMENT, ☐ OTHER _____ with interest not to exceed 3.75 % for a period of 10 year(s) at: ☒ Fixed Rate ☐ Other _____
 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money may be returned at

BUYER'S request.
☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
☐ Other _____

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance.
 Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If 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 _____ 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). \$ 225,000.00 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 [Signature] Date 5-14-14

SELLER'S Initials _____ Date _____

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 JULY 2013 EDITION RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Instant
Forms



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.

JULY 2013 EDITION
Page 1 of 7



ID# bjo51414 DATE 05/14/14

LISTING AGENCY RIVER BRIDGE REALTY Office Phone # (208) 878-1751 Fax #
Listing Agent BENJAMIN ORTON E-Mail BENJORT@GMAIL.COM Phone # 2083121975
SELLING AGENCY RIVER BRIDGE REALTY Office Phone # (208) 878-1751 Fax #
Selling Agent BENJAMIN ORTON E-Mail Phone #

1. BUYER: DAVID & KATHY GENTRY
(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 1232 E 600 N
City Jackson County, ID, Zip 83350 legally described as:

OR Legal Description Attached as addendum # 1 (Addendum must accompany original offer.)

2. \$ 142,000 PURCHASE PRICE: One Hundred Forty Two 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) \$ 10,000 EARNEST MONEY: BUYER hereby deposits 10,000.00
DOLLARS as Earnest Money evidenced by: ☒ cash ☐ personal check ☐ cashier's check ☐ note (due date):
☐ other _____ 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 _____ for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: PATRICK MERIGAN

(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). \$ 132,000 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☐ FIRST LOAN of \$ 132,000 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ HFA, ☐ RURAL
DEVELOPMENT, ☐ OTHER _____ with interest not to exceed 7.75 % for a period of 30 year(s) at: ☒ Fixed Rate ☐ Other _____
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money may be returned at

BUYER'S request.
☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
☐ Other _____
LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance.
Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If 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 _____ 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). \$ 10,000 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 [Signature] Date 5-14-14

SELLER'S Initials [Signature] Date 5/15/14 8:50 AM

PROPERTY ADDRESS: 1232 E 600 N

ID#: bjo51414

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

- 1) SELLER TO PROVIDE COMPREHENSIVE INFO ON WATER SYSTEM
- 2) SELLER TO MOW PROPERTY

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:

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

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 _____ LAND, TITLE AND ESCROW _____ Title Company located at _____ shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNERS 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 5-14-14

SELLER'S Initials

Date 5/15/14

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PROPERTY ADDRESS: 1232 E 600 N

ID#: bjo51414

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:

(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 (AN)Date 5-14-14SELLER'S Initials (BO)(GO)

Date

5/15/14

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PROPERTY ADDRESS: 1232 E 600 N ID#: bjo51414

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 (five [5] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review 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 \$_____ per _____
☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of \$_____ and/or PROPERTY TRANSFER FEES of \$_____ 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 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 _____% (N/A if left blank) of the purchase price OR \$_____ (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	X			
Closing Escrow Fee	X				Additional Title Coverage	X			
Lender Document Preparation Fee	X				Fuel in Tank - Dollar Amount to be Determined by Supplier				X
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 (Signature) Date 5-14-14

SELLER'S Initials (Signature) Date 5/15/14

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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 Properly 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 () Date 5-14-14

SELLER'S Initials () Date 5/15/14

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32. "NOT APPLICABLE" DEFINED: The letters "n/a," "NA," "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) 05/30/14.

The parties agree that the CLOSING AGENCY for this transaction shall be LAND TITLE AND ESCROW located at RUPERT ID.

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

36. POSSESSION: BUYER shall be entitled to possession upon closing or _____ 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 _____.

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) 05/16/14 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 _____ 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 (_____) Date 5-14-14

SELLER'S Initials (_____) Date 5/15/14

PROPERTY ADDRESS: 1232 E 600 N

ID#: bjo51414

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 [Signature] BUYER (Print Name) _____
 Date 5-14-14 Time 10:30 ☐ 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, 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 [Signature] SELLER (Print Name) J. Berkeley Orton
 Date 5/15/14 Time 8:40 ☐ A.M. ☒ P.M. Phone # _____ Cell # 208-312-3640
 Address 659 S 125 LN W City Rupert State ID Zip 83350
 E-Mail BCI@PMT.ORG Fax # 888-827-3778

CONTRACTOR REGISTRATION # (if applicable) RCE-3907Berkeley Construction Inc.SELLER ☐ does ☒ does not currently hold an active Idaho real estate license.

SELLER Signature [Signature] SELLER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____