

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 19 2014

Notice of Change in Water Right Ownership

JUN 12 2014

WATER RESOURCES
WESTERN REGIONWATER RESOURCES
WESTERN REGION

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
65-23225	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: DENNIS (DECEASED) & JONI BRINGHURST
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JOEL & JOANNE COURTIAL
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

29500 THIRD FR. OLA ID 83657
Mailing address City State ZIP
208-854-3066 JOEL2THDK@MSN.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: JAN 27 2012
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: [Signature] owner 6-5-14
Signature of new owner/claimant Title, if applicable Date
Signature: [Signature] owner 6-5-14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by CSW Date 3/19/14 Receipt No. W041926 Receipt Amt. 25⁰⁰
Approved by RS Processed by PSB Date 3/19/14

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DEPARTMENT OF WATER RESOURCES

MAR 19 2014

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Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
65-23225	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: DENNIS (DECEASED) & Toni Bringhurst
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JOEL & JOANNE COURTIAL
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

29500 THIRD FK. OLA ID 83657
Mailing address City State ZIP
208-854-3066 JOEL2THDK@MSN.COM
Telephone Email

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☐ 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: JAN 27, 2012
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.
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- 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.
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 - 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: [Signature] owner 3-17-14
Signature of new owner/claimant Title, if applicable Date
Signature: [Signature] owner 3-17-14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by CW Date 3/19/14 Receipt No. W041926 Receipt Amt. 25⁰⁰
Approved by [Signature] Processed by _____ Date _____

INSTRU. NO. 285561
PAGES 1 OF 2

Instrument # 285561

EMMETT, GEM, IDAHO

2-14-2012 03:55:34 No. of Pages: 2

Recorded for : ALLIANCE-TITLE OF GEM CTY

SHELLY GANNON

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

20 Acres
Bare Land
(Parcel e on
Survey)

WARRANTY DEED

ATEC Order No.:128810

FOR VALUE RECEIVED

Joni Bringhurst, an unmarried woman

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

Joel E. Courtial and Joanne E. Courtial, husband and wife

whose current address is

1453 W. Powder Ct
Eagle, ID 83616

the grantee(s), the following described premises, in Gem County, Idaho, TO WIT:

A parcel of land being a portion of the Southeast Quarter of Section 15, Township 11 North, Range 1 East, Boise Meridian, Gem County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 14, 15, 22 and 23, Township 11 North, Range 1 East, Boise Meridian (CP&F#177482); thence North 0°21'07" West on the section line between Sections 14 and 15 a distance of 1335.02 feet to an existing 5/8-inch rebar; thence North 0°21'07" West on said section line a distance of 89.89 feet to a 5/8-inch rebar; thence continuing North 0°21'07" West a distance of 307.80 feet to a 5/8 inch rebar and the TRUE POINT OF BEGINNING; thence South 89°38'53" West, a distance of 1440.46 feet to a point, being on the centerline of Third Fork Road; thence North 4°58'02" West on said centerline a distance of 31.62 feet to a point being the PC; thence on a curve to the right, which curve has a radius of 625.00 feet, a delta angle of

76°27'18", a length of 834.00 feet to a point being the PT; thence continuing on said centerline of Third Fork Road
North 71°29'16" East, a distance of 228.36 feet to a point; thence
South 20°45'40" East, a distance of 352.07 feet to a 5/8 inch rebar; thence
South 0°20'40" East, a distance of 100.00 feet to a 5/8 inch rebar; thence
South 89°05'39" East a distance of 40.00 feet to a 5/8 inch rebar; thence
North 58°51'32" East, a distance of 390.00 feet to a 5/8 inch rebar; thence
North 0°20'34" West a distance of 393.16 feet to a 5/8 inch rebar being on the subdivisional line of Section 15; thence
South 89°05'39" East on said subdivisional line a distance of 300.07 feet to the quarter corner common to Sections 14 and 15 (CP&F#177481); thence
South 0°21'07" East on the section line between Sections 14 and 15 a distance of 902.22 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: February 8, 2012

Joni Bringham
Joni Bringham

State of California }

County of Shasta } ss.

On 2-10-12

before me,

Christine L. Gibson

personally appeared Joni Bringham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

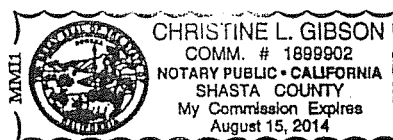
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christine L. Gibson (Seal)

Residing at: Reading, CA

My Commission Expires: 8-15-14



RECEIVED

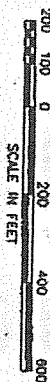
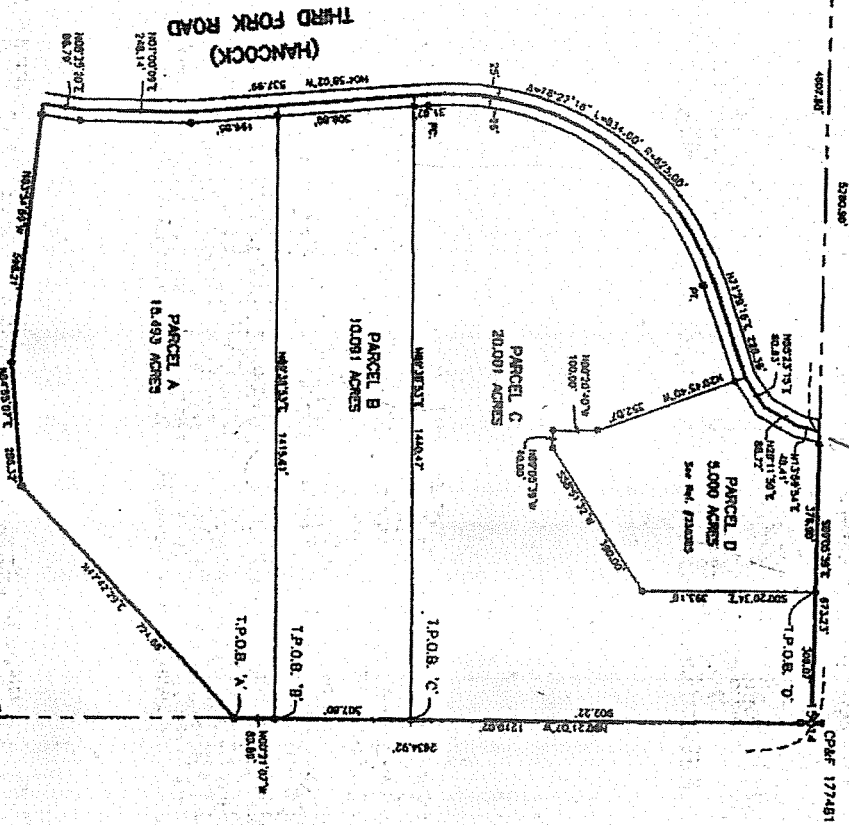
MAR 19 2014

WATER RESOURCES
WESTERN REGION

PORTION OF SE 1/4, SECTION 15, T. 11 N., R. 1 E., B.M.
GEM COUNTY, IDAHO

⊕ DIVERSION GATE UPSTREAM
ON SECTION 15 (75 YDS.)

Sheet # 247/46
11-7-2005



LEGEND

- SET 5/8" x 30" IRON W/ YELLOW IN CAP
- 2 1/2" WHITE QUARTZ SIMC
- IRON NAIL
- x NAIL ON LIND WITH NO NUMBER

INSTRU. NO. 247514
PAGE 3 OF 3

STATE
R. D. Ringel conducted the survey of the
land of Survey, and that this Record of
Survey is conducted by me,
R.L.S. 986 ID



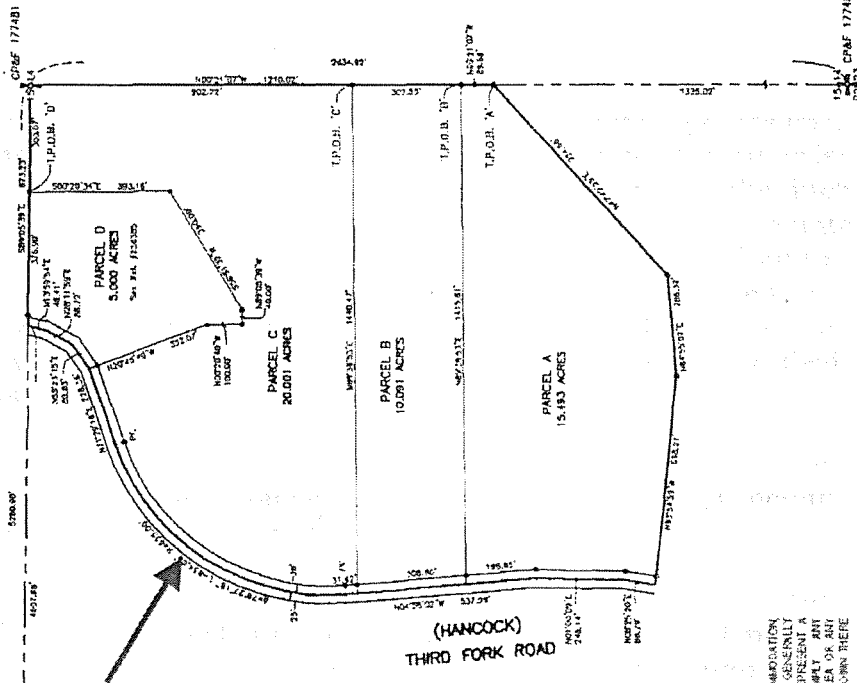
RECORD OF SURVEY
FOR

ROBERT DAVIES



RINGEL & ASSOCIATES
P.L.S.
ID. #1986
WA. #23613
P.O. BOX 742
CASCADE, IDAHO
83611

PORTION OF SE 1/4, SECTION 15, T. 11 N., R. 1 E., B.M.
GEM COUNTY, IDAHO



LEGEND

- 1/4 SECTION 15, T. 11 N., R. 1 E., B.M.
- 177481
- ✕ 1/4 SECTION 15, T. 11 N., R. 1 E., B.M.

Instrument # 247146

EMMETT, GEM, IDAHO
2005-11-07 03:25:00 No. of Pages: 1
Recorded for: RINGEL & ASSOCIATES
SUSAN K. HOWARD
Ex-Officio Recorder Deputy
Index to: RECORD OF SURVEY

Fee: 5.00

Susan K. Howard

THIS MAP IS FURNISHED AS AN ACCOMMODATION
STRICTLY FOR THE PURPOSES OF GENERALLY
SHOWING THE LAND IT DOES NOT REPRESENT A
GUARANTEE OF THE ACCURACY OF THE SURVEY
OR UNDER ANY CIRCUMSTANCES OR FOR ANY
OTHER FACTS RELATED TO THE LAND SHOWN HERE
OF

SURVEYOR'S CERTIFICATE

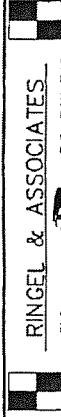
This is to certify that I, Frederick D. Ringel, conducted the survey of the
land described on this Record of Survey, and that this Record of
Survey is a true representation of the land surveyed as conducted by me,
or under my direction, on said land.

Frederick D. Ringel 11-7-05
R.L.S. 988 ID



RECORD OF SURVEY
FOR

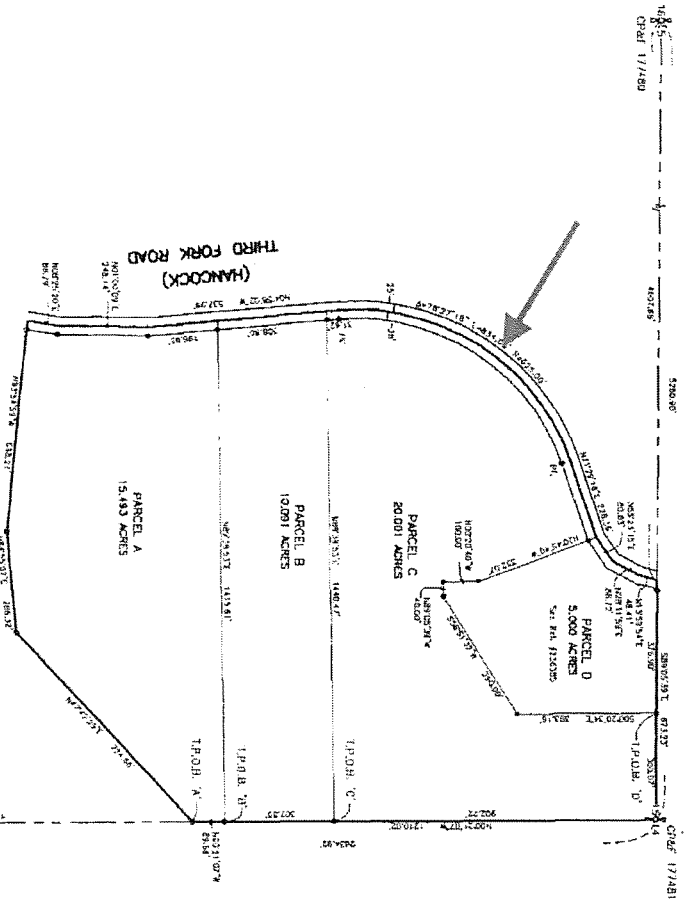
ROBERT DAVIES



RINGEL & ASSOCIATES
P.L.S.
ID. #988
WA. #23613
P.O. BOX 742
CASCADE, IDAHO
83611
(208) 382-4230

JOB NO. R005086 DATE: 10/2005 PAGE 1 OF 1

PORTION OF SE 1/4, SECTION 15, T. 11 N., R. 1 E., B.M.
GEM COUNTY, IDAHO



LEGEND

- 1/4" L&P 1" 30' BEAM W/ PLUMBER TO CAP
- 2" 7/8" WIDE IRON ROD
- 10/64" IRON
- x L&P IN L&P 3/4" IN DIAMETER

Instrument # 247146

EMMETT, GEM, IDAHO 03:25:00 No. of Pages: 1
2005-11-07

Recorded for: RINGEL & ASSOCIATES
SUSAN K. HOWARD
Ex-Officio Recorder Deputy
Index to: RECORD OF SURVEY

Susan K. Howard

THIS MAP IS HEREBY AS AN ACCURATE REPRESENTATION OF THE PORTIONS OF GEM COUNTY, IDAHO, IF SUCH PORTIONS REPRESENT A SUBSET OF THE LAND OF ANY PART OF THE STATE OF IDAHO, AND IF SUCH FACTS ARE KNOWN TO THE LAND SURVEYOR.

SURVEYOR'S CERTIFICATE

This is to certify that I, Frederick D. Ringel, conducted the survey of the land described on this Record of Survey, and that this Record of Survey is a true representation of said survey as conducted by me or under my direct supervision.

Frederick D. Ringel 11-7-05 M.L.S. 388 TO



RECORD OF SURVEY
FOR

ROBERT DAVIES

RINGEL & ASSOCIATES

P.L.S.
ID. #986
WA. #25613
P.O. BOX 742
CASCADE, IDAHO 83611
(208) 382-4230

JOB NO. RD05086 DATE: 10/2005 PAGE 1 OF 1

405045272

INSTRU. NO. <u>236385</u>
PAGES <u>1</u> OF <u>4</u>

Instrument # 236385

EMMETT, GEM, IDAHO

2004-05-07

04:15:00 No. of Pages: 4

Recorded for : ALLIANCE TITLE & ESCROW

SUSAN K. HOWARD

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Judy Evans

**WARRANTY DEED
WITH RESERVATION OF EASEMENT**

GRANTOR, ROBERT WAYNE DAVIES, of Eagle, County of Ada, State of Idaho, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to JOEL E. COURTIAL and JOANNE E. COURTIAL, husband and wife, whose address is 1453 w. Powder Court, Eagle, ID 83616, as GRANTEE, and to Grantee's heirs and assigns forever, all of the following described real estate located in Gem County, Idaho:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

TOGETHER with all improvements and appurtenances thereto.

Said tract of land subject to such rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

Grantor, however, hereby expressly reserves to himself, his heirs, executors, administrators, personal representatives, and assigns, an easement in and to the above-described property for an existing irrigation ditch. This easement includes the right to use the ditch to convey irrigation water and the right to access, clean, maintain, repair and replace the ditch. This easement is perpetual and shall run with the land. The easement reserved is for the benefit of and appurtenant to real property, or any portion of such property, in the County of Gem, State of Idaho, retained by Seller described as follows:

The property to the west of Squaw Creek in the parcel described in Exhibit B that is attached hereto and incorporated herein by reference as if set out in full.

Grantor, for himself, his heirs and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the Grantees, their heirs and assigns forever against the lawful claims of all persons.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed his name to
this instrument this 5th day of MAY, 2004.


ROBERT WAYNE DAVIES

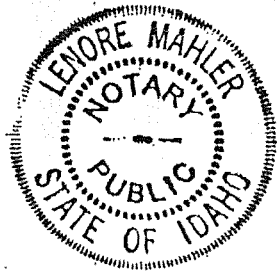
STATE OF IDAHO)

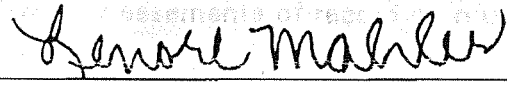
) ss.

County of Gem)

On this 5th day of MAY, 2004, before me, the undersigned, a
Notary Public for Idaho, personally appeared ROBERT WAYNE DAVIES known to
me to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.




Notary Public for Idaho
Residing at Emmett, Idaho

My Commission Expires 4/18/06

Property Description
Parcel 6

That portion of the Southeast ¼ of Section 15, Township 11 North, Range 1 East, Boise Meridian, Gem County, Idaho, described as follows:

Commencing at the northeast corner of the Southeast ¼ of Section 15, Township 11 North, Range 1 East, Boise Meridian;
Thence North 89°19'02" West, 300.07 feet, along the north line of said Southeast ¼, to the Point of Beginning.
Thence continuing North 89°19'02" West, 376.90 feet, along said north line, to the centerline of Hancock Road (Third Fork);
Thence South 13°46'31" West, 48.41 feet, along said centerline;
Thence South 27°58'36" West, 88.72 feet, along said centerline;
Thence South 55°09'52" West, 80.63 feet, along said centerline;
Thence South 20°59'05" East, 352.07 feet;
Thence South 00°34'03" East, 100.00 feet, parallel to the east line of said Southeast ¼;
Thence South 89°19'02" East, 40.00 feet;
Thence North 58°38'09" East, 390.00 feet;
Thence North 00°34'03" West, 393.15 feet, parallel to the east line of said Southeast ¼ to the Point of Beginning.

Said tract of land containing therein, a calculated area of 5.000 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.

Property Description
Parcel 7

That portion of the Southeast $\frac{1}{4}$ of Section 15, Township 11 North, Range 1 East, Boise Meridian, Gem County, Idaho, described as follows:

Beginning at the northeast corner of the Southeast $\frac{1}{4}$ of Section 15, Township 11 North, Range 1 East, Boise Meridian;

Thence North $89^{\circ}19'02''$ West, 300.07 feet, along the north line of said Southeast $\frac{1}{4}$;

Thence South $00^{\circ}34'03''$ East, 391.15 feet, parallel to the east line of said Southeast $\frac{1}{4}$;

Thence South $58^{\circ}38'09''$ West, 390.00 feet;

Thence North $89^{\circ}19'02''$ West, 40.00 feet;

Thence North $00^{\circ}34'03''$ West, 100.00 feet, parallel to the east line of said Southeast $\frac{1}{4}$;

Thence North $20^{\circ}59'05''$ West, 352.07 feet, to a point on the centerline of Hancock Road (Third Fork);

Thence South $70^{\circ}28'00''$ West, 355.47 feet, along said centerline;

Thence South $49^{\circ}20'16''$ West, 189.19 feet, along said centerline;

Thence South $28^{\circ}19'36''$ West, 289.00 feet, along said centerline;

Thence South $07^{\circ}54'35''$ West, 121.21 feet, along said centerline;

Thence South $00^{\circ}35'45''$ East, 259.72 feet, along said centerline;

Thence South $06^{\circ}00'53''$ East, 185.39 feet along said centerline;

Thence North $89^{\circ}25'57''$ East, 1418.50 feet, to a point on the east line of said Southeast $\frac{1}{4}$;

Thence North $00^{\circ}34'03''$ West, 1210.01 feet, along said east line to the Point of Beginning.

Said tract of land containing therein, a calculated area of 29.995 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.

EXHIBIT "B"

RECEIVED

MAY 19 2014

WATER RESOURCES
WESTERN REGION

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

1/26/2012

WATER RIGHT NO. 65-23225

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DENNIS BRINGHURST
Current Owner	JONI BRINGHURST
	2047 ESSENAY AVE
	WALNUT CREEK, CA 94597
	(925) 944-9263
Original Owner	DELORES HOAGLAND
Original Owner	KENNETH MARK HOAGLAND
	789 CANYON RD
	MELBA, ID 83641
	(208)495-2248
Original Owner	CLYDE M HOAGLAND
	RT 1
	MELBA, ID 83641
Original Owner	BRYCE V ROGERS
Original Owner	LINDA A ROGERS
	29450 THIRD FORK RD
	OLA, ID 83657-5021
	(208)584-3325

*Killed in plane crash
on property.*

Priority Date: 05/01/1893

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SQUAW CREEK	PAYETTE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.14 CFS	
Total Diversion			0.14 CFS	

Point(s) of Diversion:

JAW CREEK	SENE	Sec. 15	Township 11N	Range 01E	GEM County
-----------	------	---------	--------------	-----------	------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION GEM County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
11N	01E	15		NESE	6.4		NWSE	0.6						

Total Acres: 7

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE. Basin 65 General Provisions No. 3, the Separate Streams General Provision, does not apply to appropriations of water after October 18, 1977. This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to
2.	C20	Idaho Code Â§ 42-222 or sucessor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.

Dates:

Licensed Date:

Decreed Date: 06/02/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And/Or

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

RECEIVED
JULY 2011 EDITION
Page 1 of 6
MAR 19 2012
WATER RESOURCES
WESTERN REGION

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# 28592SD DATE January 27, 2012

LISTING AGENCY Evans Realty Office Phone # 365-4495 Fax # 365-5022

Listing Agent Sherri Darnell E-Mail sherri@sherristours.com Phone # 365-4495

SELLING AGENCY Evans Realty Office Phone # 365-5022 Fax # 365-5022

Selling Agent Sherri Darnell E-Mail sherri@sherristours.com Phone # 365-8449

1. BUYER: Joel E. and Joanne E. Courtial

(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 TBD- 20 acres Third Fork Rd

Ola City Gem County, ID, Zip 83657 legally described as: A Parcel of land
being a portion of the SE1/4 Sec.15,T11N,R1E,B.M. Gem County

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

2. \$ 40,000.00 PURCHASE PRICE: Forty 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). \$ 500.00 EARNEST MONEY: BUYER hereby deposits Five hundred
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 and shall be held by: ☐ Listing Broker ☒ Selling Broker
☐ other _____ for the benefit of the parties hereto.

THE RESPONSIBLE BROKER SHALL BE: Teena Turner

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF
CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide
SELLER within 5 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). \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

☐ FIRST LOAN of \$ 0.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,
☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ 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. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER
shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

☐ SECOND LOAN of \$ 0.00 with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
☐ Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any
reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

LOAN APPLICATION: BUYER ☐ has applied ☐ 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. SELLER agrees to
pay fees required by FHA or VA.

(D). \$ 0.00 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). \$ 39,500.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs; to be paid by BUYER at
closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the
approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of
escrow shall be adjusted in ☐ Cash ☐ Other: _____

BUYER'S Initials Joel E. Courtial Date 1-27-12 SELLER'S Initials (____) (____) Date _____

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PROPERTY ADDRESS: TBD- 20 acres Third Fork Rd Ola ID#: 28592SD

4. OTHER TERMS AND/OR CONDITIONS: None

5. "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.

6. INSPECTION: **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

- A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): irrigation water rights
- F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip the remainder of Section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense**. BUYER shall, within ----- business days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. **BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.**

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items, 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 disapproved items, **BUYER shall provide to SELLER pertinent section(s) of written inspection reports**. SELLER shall have -- business days (five [5] if left blank) in which to **respond in writing**. SELLER, at their option, may correct the items as specified by BUYERS in their letter or may elect not to do so. If SELLER agrees to correct the items asked for in BUYER'S letter, then both parties agree that they will continue with the transaction and proceed to closing. **This will remove BUYER'S inspection contingency.**
- 3). If SELLER elects not to correct the disapproved items, then the BUYER(S) have 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 (five [5] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
- 4). If SELLER **does not** respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
- 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.**

BUYER'S Initials [Signature] Date 1-27-12

SELLER'S Initials () () Date

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PROPERTY ADDRESS: TBD- 20 acres Third Fork Rd Ola ID#: 28592SD

7. 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.

8. 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 5 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 5 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 Alliance Title Title Company located at Emmett 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.**

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, 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 6) 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.

10. 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 \$ 0.00 per --. ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of \$ 0.00 and/or PROPERTY TRANSFER FEES of \$ 0.00 at closing.

11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC §1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

14. 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.

BUYER'S Initials [Signature] Date 1-27-12

SELLER'S Initials () () Date

PROPERTY ADDRESS: TBD- 20 acres Third Fork Rd Ola ID#: 28592SD

15. 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.

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 be 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 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.

18. 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."

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 or 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 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.

21. 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.

22. 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.

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 the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): _____ unless otherwise agreed to by the parties in writing. 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.

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					
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 [Signature] Date 1-27-12

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: TBD- 20 acres Third Fork Rd 01a ID#: 28592SD

25. 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 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, 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, 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, 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.

26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, 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, unless mutual written instructions are received by the holder of the Earnest Money and things of value, 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 court costs and reasonable attorney's fees.

27. 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.

28. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

29. 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) February 29, 2012. The parties agree that the **CLOSING AGENCY** for this transaction shall be Alliance Title located at Emmett. If a long-term escrow /collection is involved, then the long-term escrow holder shall be NA.

30. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm. 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.

31. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: None

32. 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.

BUYER'S Initials [Signature] Date 1-27-12

SELLER'S Initials () () Date

PROPERTY ADDRESS: TBD- 20 acres Third Fork Rd Ola ID#: 28592SD

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

34. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 1-28, 2012 at (Local Time in which PROPERTY is located) 7:00 ☐ A.M. ☒ P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

35. BUYER'S SIGNATURES:

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

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

BUYER Signature [Signature]Date 1-27-12 Time 12-13 ☐ A.M. ☐ P.M.

Address _____

E-Mail _____

BUYER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

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

BUYER Signature _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail _____

BUYER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

36. 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 _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail _____

SELLER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

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

SELLER Signature _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail _____

SELLER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____