

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 19 2014
DEPARTMENT OF
WATER RESOURCES

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?
15-7311	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Blaine E Crump
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Agricolor LLC
Name of each new owner as listed on the conveyance document
- New owner continued _____ Name connector ☐ and ☐ or ☐ and/or _____
1593 N 5600 W
Mailing address
Malad City ID 83252
City State ZIP
208-766-3400 ezra@agricolor.us
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: May 5 2014
6. 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.

7. Signature: [Signature] manager 5/8/2014
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by CS Date 5/19/14 Receipt No. C098853 Receipt Amt. \$25⁰⁰
Approved by _____ Processed by [Signature] Date 5-20-14

WI

MAINTENANCE EASEMENT

Exhibit 1

ROBERT ALAN EVANS ET AL

137432
137478 corrected

15

NWSE

BLAINE E CRUMP ET-UX

124578 127444
127436
127715

S2NWSE

BLAINE CRUMP

124578 124490
115439

SWSE

7-8-10

94143
93551
90823
28-74

KENNETH W. CRUMP (SSP)

124579 136505

449.28

T-5496

Matthew D. Tubbs et al

138540

SEE SURVEY
#126828

171.57
DAN
BASTIAN

T-5191

COUNTY

1000

80-06

300'
ROBERT
A
EVANS

T-4126

124535
300'

Approximate
Well
Location

NORTH

COUNTY

210.78'
JEFFREY
HOELLER

T-3979

SEE SURVEYS
119871
120465

T-3556
DANIEL
0610

DAN K
BASTIAN
ET-UX

T-4071

ROAD
N2NE NE

T-5476

Dan Bastian et-ux

T-4125

Vern & Connie Bastian
Family Trust

27-554
102199
90412
130444

T-3980

Shawn E BLAISDELL ET-UX

115304

E BLAISDELL
ET-UX

ROAD

Chad Rindlisbacher Et

NTO-67500
Agricolor, LLC, a Utah limited liability company
% Ezra L. Nielsen
P.O. Box 756
Colorado City, AZ 86021

Microfilm No. **151090**
5 Day May 20 14
At 3:50 o'clock P.M.
Lola Bott
Oneida Co. Recorder
Fee \$ 13.00 Deputy

Recorded at Request of

WARRANTY DEED

Northern Title Co.

Blaine E. Crump and Marianne S. Crump, husband and wife

Grantor(s) of Malad City, County of Oneida, State of ID hereby **CONVEY AND WARRANT** to

Agricolor LLC, a Utah Limited Liability Company,

Grantee(s) of Colorado City, County of Mohave, State of AZ, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this May 2nd, 2014.

Blaine E. Crump
Blaine E. Crump

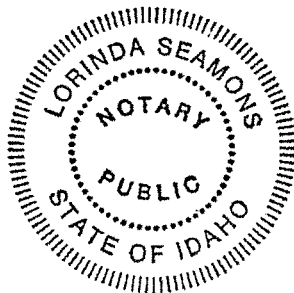
Marianne S. Crump
Marianne S. Crump

State of: ID)

)ss:

County of: Oneida)

On May 2nd, 2014, before me the undersigned, a Notary Public, in and for said state, personally appeared **Blaine E. Crump and Marianne S. Crump**, known to me or 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 WITNESS WHEREOF I have set my hand and official seal on the date shown above.



Lorinda Seamons
Notary Public
Residing: Malad City, ID
Commission Expiration: 4/23/2016

Exhibit "A"**PARCEL 2**

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, FROM WHICH THE CENTER OF SECTION 15 BEARS NORTH 00° 12' 42" EAST 2625.79 FEET; THENCE NORTH 00° 12' 42" EAST 1614.04 FEET ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 15, TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 00° 12' 42" EAST 975.85 FEET ALONG SAID CENTERLINE;

THENCE SOUTH 89° 03' 02" EAST 41.73 FEET TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 4735", SET AT A FENCE CORNER, ALSO BEING THE EASTERLY RIGHT OF WAY FENCE LINE OF 5600 WEST STREET;

THENCE SOUTH 89° 03' 02" EAST 1288.03 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR WITH CAP, SET AT A FENCE CORNER;

THENCE SOUTH 00° 08' 49" WEST 1310.91 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR WITH CAP LABELED, PLS 4735, FROM WHICH A FOUND 5/8" REBAR WITH CAP LABELED, PLS 4735 BEARS SOUTH 00° 08' 49" WEST 3.0 FEET;

THENCE NORTH 88° 50' 08" WEST 670.82 FEET TO A 5/8" REBAR WITH CAP;

THENCE NORTH 00° 00' 58" WEST 330.07 FEET TO A 5/8" REBAR WITH CAP;

THENCE NORTH 88° 50' 08" WEST 620.77 FEET TO A 5/8" REBAR WITH CAP SET ON SAID EASTERLY RIGHT OF WAY FENCE LINE;

THENCE NORTH 88° 50' 08" WEST 38.41 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO A RIGHT OF WAY FOR 5600 WEST STREET LOCATED IN SECTION 15, TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, FROM WHICH THE CENTER OF SECTION 15 BEARS NORTH 00° 12' 42" EAST 2625.79 FEET;

THENCE NORTH 00° 12' 42" EAST 1654.00 FEET ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 15, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 12' 42" EAST 975.85 FEET ALONG SAID CENTERLINE;

THENCE SOUTH 89° 03' 02" EAST 41.73 FEET TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 4735", SET AT A FENCE CORNER, ALSO BEING THE EASTERLY RIGHT OF WAY FENCE LINE OF 5600 WEST STREET;

THENCE SOUTH 00° 24' 24" WEST 975.95 FEET ALONG SAID RIGHT OF WAY FENCE LINE TO A 5/8" REBAR WITH CAP;

THENCE NORTH 88° 50' 08" WEST 38.41 FEET TO THE TRUE POINT OF BEGINNING.

Irrigation Well Agreement

Microfilm No. 142813
21 Day May 192008
At 11:00 O'clock A M
Shirley Blausell
Oneida Co. Recorder
Fee \$ 9.00 Deputy
Recorded at Request of Blaine Crump

PURPOSE:

This agreement outlines the ownership, maintenance and usage of the well located at approximately 5250 West 1000 North Malad, Idaho.

TERM: Perpetual

OWNERSHIP:

The shares of ownership are as follows:

Dan Bastian	50% (which equates to 1½ of a quarter mile lines*)
Blaine Crump	25% (which equates to ¾'s of a quarter mile line*)
Kenneth Crump	25% (which equates to ¾'s of a quarter mile line*)

The well agreement pertains only to the three presently watered parcels of ground. Further division of well shares is not permitted. Transferal of the water shares is to the benefit of heirs, assigns, and transferees.

MAINTENANCE AND UPKEEP:

The operating power bill and any type of maintenance for the pump or the supply lines are paid in equal shares by the above named individuals. Whereas, there are three lines running simultaneously and each user is using one line, these costs are divided into thirds.

All major repairs will be approved and contracted out by owners.

WELL OPERATION AND LIMITATIONS:

Because of the age of the system, the vertical rise required for supply and the construction of the system, the following system operating limitations must be followed:

- A maximum of three one quarter-mile irrigation lines (hand or wheel) can be supplied by the well for continuous operation.*
- All lines must be ran or shut down simultaneously requiring coordination between all users.
- The crops that are planted on the ground irrigated by the well should be of a variety that will tolerate periods of non-watering.

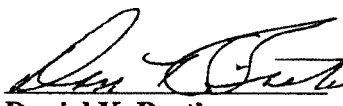
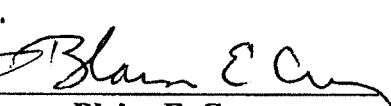
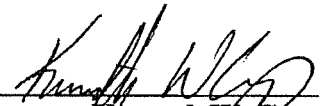
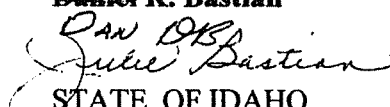
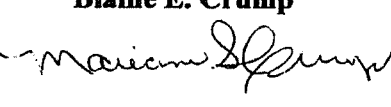
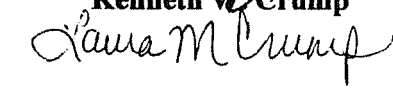
142813

ACCESS FOR REPAIR OF EXISTING SYSTEM:

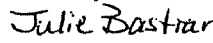
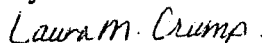
A 20 foot easement paralleling all water supply lines is granted to all owners for the repair and maintenance of the water system. (See Attachment #1)

Access to the well and pumping system for repair and maintenance is also granted to all owners.

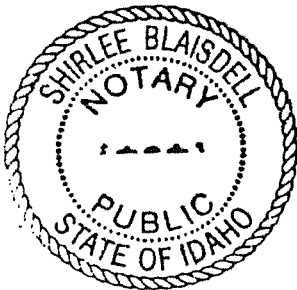
SIGNED:


Daniel K. Bastian

Blaine E. Crump

Kenneth W. Crump

Julie Bastian

Mariann Crump

Laura M. Crump
STATE OF IDAHO

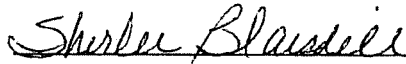
County of Oneida

On this eighteenth day of May in the year 2008, before me Shirley Blaisdell, a Notary Public
in and for said State, personally appeared  Julie Bastian  Mariann Crump  Laura M. Crump.
Daniel K. Bastian, Blaine E. Crump and Kenneth W.

Crump known to me to be the persons whose names subscribed to the within instrument, and
acknowledged to me that they executed the same.



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



Notary Public for Idaho, residing at Malad, Idaho.

expires - 1-23-2013

WE

MAINTENANCE EASEMENT

Exhibit 1

ROBERT ALAN EVANS ETUX

137432

137478 corrected

142813

0010

T-4127

15

12NWSE

BLAINE E CRUMP ET-UX

124578

127444
127435
127715

32NWSE

BLAINE CRUMP

124578

124490
115439

7-810

SWSE

94143
93551
90823
28-74

KENNETH W. CRUMP (SSP)

124579 136505

649.28

T-5496

Matthew D. Tubbs aka

138540

1000

20 FT
MAINTENANCE
EASEMENT

APPROXIMATE
WELL
LOCATION

300'
ROBERT
A
EVANS
124635
300'

T-4126

NORTH

COUNTY

COUNTY

318.78'
JEFFREY
HOELLER
T-3979
632.71'

SEE SURVEYS
119871
120465

T-3980

SHAWN E BLAISDELL ET-UX

115304

E BLAISDELL
ET-UX

DAN A
BASTIAN
ET-UX

T-4071

ROAD
N2NE NE

T-5476

Dan Bastian et-ux

T-4125

Wm & Emily Bast
Family Trust

27-534
102199
90412
137444

Chat Rindlisbacher &



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2013 EDITION
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THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 ID# Crumpe/Nielsen/35 acres DATE 04/08/14
2
3 LISTING AGENCY Flinders Realty and Exchange Office Phone # _____ Fax # _____
4 Listing Agent _____ E-Mail _____ Phone # _____
5 SELLING AGENCY Idaho Real Estate Group Office Phone # (208) 766-5000 Fax # 888-528-5055
6 Selling Agent Michael Atkinson E-Mail mikeatk@gmail.com Phone # _____

7
8 1. BUYER Ezra Nielsen and or Assigned
9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
10 "PROPERTY" COMMONLY KNOWN AS Alaine Crumpe irrigated 35 acres in St John
11 Malad City Oneida County, ID, Zip 83252 legally described as:
12
13 OR Legal Description Attached as addendum # 2 (Addendum must accompany original offer.)

14
15 2. \$ 90,000.00 PURCHASE PRICE: Ninety Thousand DOLLARS,
16 payable upon the following TERMS AND CONDITIONS (not including closing costs):

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

18 (A) \$ 1,000.00 EARNEST MONEY: BUYER hereby deposits One Thousand
19 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date);
20 ☐ other _____ and a receipt is hereby acknowledged.
21 Earnest Money to be deposited in trust account ☐ upon receipt or ☐ upon acceptance by BUYER and SELLER or ☐ other _____
22 Earnest money to be mailed upon acceptance by both parties and deposited upon receipt.
23 and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the parties hereto.
24 THE RESPONSIBLE BROKER SHALL BE Mike Atkinson

25
26 (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
27 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
28 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
29 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
30 the sale of BUYER'S current residence or other property to be sold.

31 (C) \$ 57,500.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
32 FIRST LOAN of \$ 67500 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ HFA, ☐ RURAL
33 DEVELOPMENT, ☐ OTHER USDA with interest not to exceed 6 % for a period of 30 year(s) at ☒ Fixed Rate ☐ Other _____
34 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money may be returned at
35 BUYER'S request.
36 SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
37 ☐ Other _____

38 LOAN APPLICATION: BUYER ☒ has applied OR ☐ shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance.
39 Within 15 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
40 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
41 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such
42 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying
43 BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not
44 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
45 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is
46 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S
47 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this
48 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
49 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or
50 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA
51 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the
52 appraised value of the PROPERTY of not less than the sales price as stated in the contract.

53 (D) \$ _____ ADDITIONAL FINANCIAL TERMS:

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

56 (E) \$ 21,500.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at
57 closing to be paid by BUYER at closing in GOOD FUNDS. Includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If
58 any of above loans being Assumed or taken "subject to", any not differences between the approximate balances and the actual balance of said loan(s)
59 shall be adjusted at closing of escrow in: ☐ Cash ☒ Other certified check

60 BUYER'S Initials (Ezra Nielsen) Date 4/8/14

61 SELLER'S Initials (Michael Atkinson) Date Apr 9, 2014

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

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Instant
forms

PROPERTY ADDRESS:

Blaine Crump irrigated 35 acres in St John

Malad

ID#: Crump/Nielsen/35 acres

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. If seller plants the 35 acres prior to closing, buyer to reimburse seller for any costs they may have accrued in planting. Buyer to pay \$400 towards Sellers closing cost's. Buyer must purchase the Sellers home in order to purchase this 35 acres. Earnest money is non-refundable to the buyer if the buyer doesn't close by 6/10/14.

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:

all irrigation equipment, water rights, well agreement

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

all personal property.

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 _____ Northern Title Co. _____ Title Company located at _____ Malad Idaho _____ shall provide the title policy and preliminary report of commitment.

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

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

BUYER'S Initials (_____) (GWA) Date 4/8/14

SELLER'S Initials (Bec) (MWS) Date 4/9/2014

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JULY 2013 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Instant
Forms

ИПМ: Ступр/Медлер/13 астр

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 15 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.

SELLER'S initials BLC mjk Date Dec 9, 2014

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PROPERTY ADDRESS: Blaine Crump irrigated 35 acres in St John Malad ID# Crump/Blaine/35 acres

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 _____ 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 \$ _____ (SO 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	☒				Title Ins. Standard Coverage Owner's Policy		☒		
Appraisal Re-inspection Fee		☒			Title Ins. Extended Coverage Lender's Policy - Mortgage Policy	☒			
Closing Escrow Fee			☒		Additional Title Coverage				☒
Lender Document Preparation Fee	☒				Fuel in Tank - Dollar Amount to be Determined by Supplier				☒
Tax Service Fee	☒				Domestic Well Water Potability Test				☒
Flood Certification/Tracking Fee				☒	Domestic Well Water Productivity Test				☒
Lender Required Inspections	☒				Septic Inspections				☒
Attorney Contract Preparation or Review Fee				☒	Septic Pumping				☒
					Survey				☒

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

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

BUYER'S Initials (KLW) Date 4/5/14

SELLER'S Initials (BZC) Date Apr 9, 2014

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JULY 2013 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Instant forms

PROPERTY ADDRESS:

Blaine Crump Irrigated 35 acres in St John

Malad

ID#: Crump/Kielson/35 acres

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

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

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

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

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

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

26. **BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. **CALENDAR DAYS:** A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

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

29. **DEFAULT: IF BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other law full 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 law full 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 () (S) Date 4/8/14

SELLER'S Initials (BEC) Date Apr 9, 2014

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PROPERTY ADDRESS: Blaine Crump irrigated 35 acres in St John Malad ID# Crump/Holston/35 acres

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) 06/10/14.

The parties agree that the CLOSING AGENCY for this transaction shall be Northern Title located at Malad Idaho 83252.

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

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

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) 04/9/14 at (Local Time in which PROPERTY is located) 5 ☐ 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 (ECN) Date 4/8/14

SELLER'S Initials (BTC/MJC) Date Apr 9, 2014

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PROPERTY ADDRESS: Blaine Crump irrigated 35 acres in St John Malad ID# Crump/Nielsen/35 acres

42. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): 2 (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) Erin L Nielsen

Date 4/8/14 Time 11:15 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 Blaine E Crump SELLER (Print Name) BLAINE E. Crump

Date 9 Apr 2014 Time 10:30 A.M. P.M. Phone # 208-766-4448 Cell # 208-339-0487

Address 1593 N 5200 W City Malad State ID Zip 83202

E-Mail _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature Marianne J. Crump SELLER (Print Name) Marianne J. Crump

Date Apr 9 2014 Time 10:30 A.M. P.M. Phone # _____ Cell # _____

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____