

2012 March

Copy

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

DEC 13 2013

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

Department of Water Resources
Eastern RegionWater Right Number(s) 35-13334 OKAdjudication Claim Number(s) A35-07095C

The following REQUIRED information must be submitted with this form.

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Don and Mary Verwolf1280 W Hwy 26 Blackfoot ID 832214. New Owner/Claimant(s) Mark L. Doan

Name connector (Check one): [] AND, [] OR, [] AND/OR

New Mailing Address 1280 W Hwy 26 Blackfoot ID 83221City, State and ZIP Code Blackfoot Idaho 83221New Telephone Number (208) 251-79755. Date you acquired the property 6-24-05

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 8 Number and type of stock Cows & HorsesDiversion rate in CFS Number of homes Other uses
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Mark L. Doan Date 12-9-13Date E039374 #25 - JB 12/16/2013

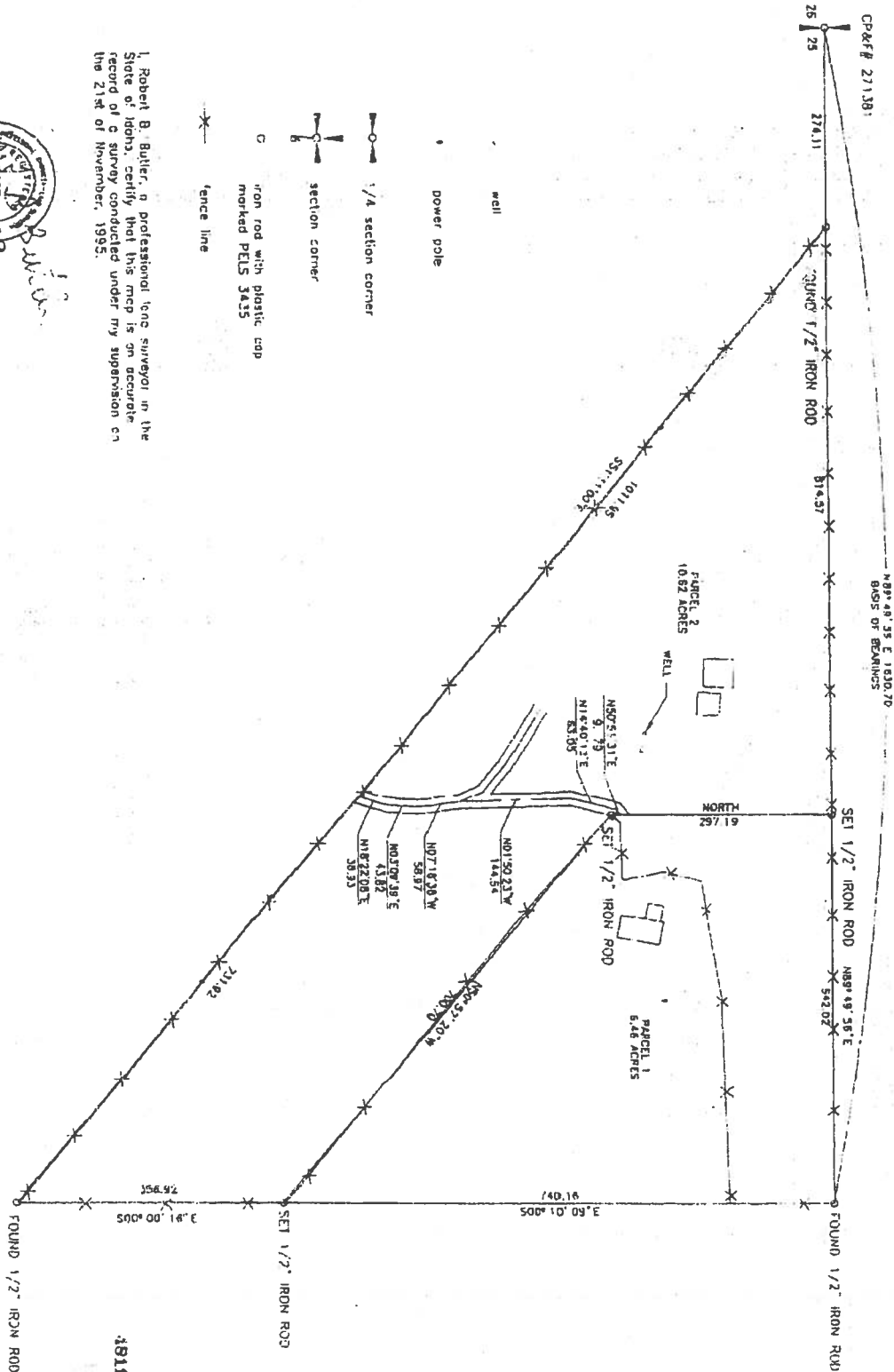
(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

48114

PART OF SECTION 25, TOWNSHIP 1 SOUTH
RANGE 33 EAST
BINGHAM COUNTY, IDAHO

153 JUL 19 1995
BUTLER ENGINEERING



- 1/4 section corner
- section corner
- iron rod with plastic cap marked PELS 3435
- fence line
- power pole
- well

I, Robert B. Butler, a professional land surveyor in the State of Idaho, certify that this map is an accurate record of a survey conducted under my supervision on the 21st of November, 1995.



Butler Engineering and Land Surveying
224 South State Shelley, Idaho 83274 Phone 357-3898

PROJECT: SURVEY FOR MARY VERWOLF
SECTION 25, TOWNSHIP 1 SOUTH
RANGE 33 EAST B.M.

SCALE: 1" = 100'
DATE: 11-09-95
DRAWN BY: VERWOLF
SHEET: 1

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

556354

BLANKET DEED
FEE 10 DEP 0

2005 JUL 29 PM 4:44

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 122393-B (vb)

Date: July 28, 2005

For Value Received, **Jose Angel Nieto, a married man as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Mark L. Doan, a single man**, hereinafter called the Grantee, whose current address is **1400 Satterfield Dr, Pocatello ID 83201**, the following described premises, situated in **Bingham County, Idaho**, to-wit: *MD*

A PORTION OF THE N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS N. 89°49'56" E. 274.11 FEET FROM THE W $\frac{1}{4}$ CORNER OF SECTION 25, AND RUNNING THENCE N. 89°49'56" E. 814.57 FEET; THENCE S. 297.19 FEET TO A FENCE CORNER; THENCE S. 50°57'20" E. 700.70 FEET ALONG A FENCE LINE; THENCE S. 00°00'16" E. 356.92 FEET ALONG A FENCE LINE; THENCE N. 51°11'00" W. 1,743.86 FEET TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 07/28/2005

Warranty Deed
- continued

File No.: 122393-B (vb)

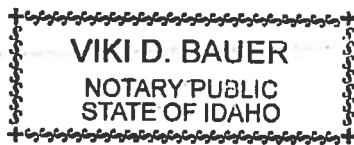
Jose Angel Nieto
Jose Angel Nieto

Wendy Nieto
Wendy Nieto

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **28 day of July, 2005**, before me, a Notary Public in and for said State, personally appeared **Jose Angel Nieto**, known or identified to me 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.

Viki D. Bauer
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 03/29/08



STATE OF IDAHO)
SS.
COUNTY OF BINGHAM)

556354

On this 29th day of July, 2005, before me, a notary public in and for said State, personally appeared Wendy Nieto, known or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: _____

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

555354

558201

BLACKFOOT, IDAHO
FEE 6.00 DEP 0

2005 JUL 29 PM 4:44

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

RE-RECORD TO ADD NOTARY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 122393-B (vb)

Date: July 28, 2005

For Value Received, Jose Angel Nieto, a married man as his sole and separate property, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Mark L. Doan, a single man, hereinafter called the Grantee, whose current address is 1400 Satterfield Dr, Pocatello ID 83201, the following described premises, situated in Bingham County, Idaho, to-wit: *MD*

A PORTION OF THE N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS N. 89°49'56" E. 274.11 FEET FROM THE W $\frac{1}{4}$ CORNER OF SECTION 25, AND RUNNING THENCE N. 89°49'56" E. 814.57 FEET; THENCE S. 297.19 FEET TO A FENCE CORNER; THENCE S. 50°57'20" E. 700.70 FEET ALONG A FENCE LINE; THENCE S. 00°00'16" E. 356.92 FEET ALONG A FENCE LINE; THENCE N. 51°11'00" W. 1,743.86 FEET TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF

2005 SEP 15 PM 3:34

BLACKFOOT, IDAHO
FEE 6.00 DEP 0

Date: 07/28/2005

Warranty Deed
- continued

File No.: 122393-B (vb)

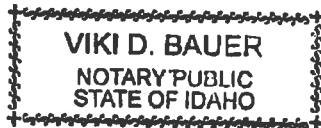
Jose Angel Nieto
Jose Angel Nieto

Wendy Nieto
Wendy Nieto

STATE OF Idaho)
COUNTY OF Bingham)
SS.

On this 28 day of July, 2005, before me, a Notary Public in and for said State, personally appeared Jose Angel Nieto, known or identified to me 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.

Viki D. Bauer
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 03/29/08



STATE OF IDAHO)
COUNTY OF BINGHAM)
SS.

556354

On this 29th day of July, 2005, before me, a notary public in and for said State, personally appeared Wendy Nieto, known or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Julie K. Forster
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 4.14.06

558201

BINGHAM COUNTY, IDAHO
BLACKFOOT, IDAHO
FEE DEP

AFTER RECORDING MAIL TO:

Jose Angel Nieto
1280 West Hwy 26
Blackfoot, ID 83221

2004 NOV 24 PM 3:06

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

547804

WARRANTY DEED

File No.: 102311-B (Id)

Date: November 19, 2004

For Value Received, George L. Custer, a single man, on the date of acquiring title, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Jose Angel Nieto, a married man as his sole and separate property, hereinafter called the Grantee, whose current address is 1280 West Hwy 26, Blackfoot, ID 83221, the following described premises, situated in Bingham County, Idaho, to-wit:

A PORTION OF THE N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS N. 89°49'56" E. 274.11 FEET FROM THE W $\frac{1}{4}$ CORNER OF SECTION 25, AND RUNNING THENCE N. 89°49'56" E. 814.57 FEET; THENCE S. 297.19 FEET TO A FENCE CORNER; THENCE S. 50°57'20" E. 700.70 FEET ALONG A FENCE LINE; THENCE S. 00°00'16" E. 356.92 FEET ALONG A FENCE LINE; THENCE N. 51°11'00" W. 1,743.86 FEET TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.


George L. Custer

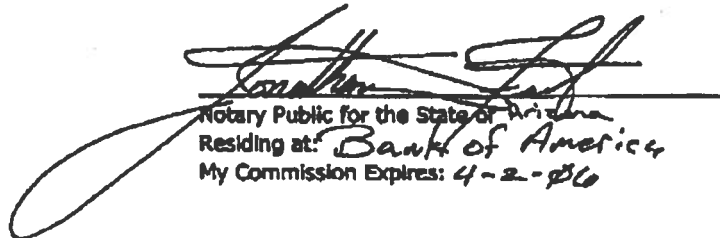
Date: 11/19/2004

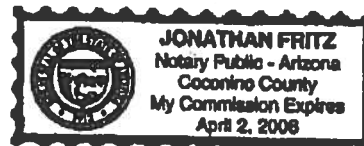
Warranty Deed
- continued

File No.: 102311-B (ld)

STATE OF Arizona)
COUNTY OF Pima)
SS.

On this November 19, 2004, before me, a Notary Public in and for said State, personally appeared George L. Custer, known or identified to me 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.


Notary Public for the State of Arizona
Residing at: Bank of America
My Commission Expires: 4-2-06



547804

AFTER RECORDING MAIL TO:

Jose Angel Nieto
1280 West Hwy 26
Blackfoot, ID 83221

547805

BLACKFOOT, IDAHO
FEE 12 -- DEP 1

2004 NOV 24 PM 3:06

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

WARRANTY DEED

File No.: 102311-B (Id)

Date: November 19, 2004

For Value Received, Wendy Nieto, spouse of Jose Angel Nieto, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Jose Angel Nieto, a married man as his sole and separate property, hereinafter called the Grantee, whose current address is 1280 West Hwy 26, Blackfoot, ID 83221, the following described premises, situated in Bingham County, Idaho, to-wit:

A PORTION OF THE N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS N. 89°49'56" E. 274.11 FEET FROM THE W $\frac{1}{4}$ CORNER OF SECTION 25, AND RUNNING THENCE N. 89°49'56" E. 814.57 FEET; THENCE S. 297.19 FEET TO A FENCE CORNER; THENCE S. 50°57'20" E. 700.70 FEET ALONG A FENCE LINE; THENCE S. 00°00'16" E. 356.92 FEET ALONG A FENCE LINE; THENCE N. 51°11'00" W. 1,743.86 FEET TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.


Wendy Nieto

Date: 11/19/2004

Warranty Deed
- continued

File No.: 102311-B (Id)

STATE OF Idaho)
COUNTY OF Bingham)
ss.

On this **November 19, 2004**, before me, a Notary Public in and for said State, personally appeared **Wendy Nieto**, known or identified to me 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.



[Signature]
Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/09

547805

302 000 3/59

544224

TRUSTEE'S DEED

ALLIANCE TITLE & ESCROW CORP., a Delaware Corporation, herein referred to as "Trustee", does hereby bargain, sell and convey without warranty, to GEORGE L. CUSTER, a single man, of 4555 S. Mission Rd. 657, Tucson, Arizona 85746, herein referred to as the "Grantee", all of the following described property situate in the County of Bingham, State of Idaho, more particularly described as:

A portion of the North ½ Southwest 1/4 of Section 25, Township 1 South, Range 33 East of the Boise Meridian, Bingham County, Idaho;

Described as: Beginning at a point that is North 89°49'56" East 274.11 feet from the West 1/4 corner of Section 25, and running thence North 89°49'56" East 814.57 Feet; thence South 29°19'19 feet to a fence corner; thence South 50°57'20" East 700.70 feet along a fence line; thence South 00°00'16" East 356.92 feet along a fence line; thence North 51°11'00" West 1,743.86 feet to the Point of Beginning.

RECORDED AT THE REQUEST OF

2004 AUG 11 PM 4:23

FILE 6-DB-C

ALLIANCE TITLE & ESCROW CORP.

Alliance Title & Escrow Corp.

This conveyance is made pursuant to the powers conferred upon the Trustee by the Deed of Trust executed by CLAUDE F. BARNES and DEBORAH J. BARNES, husband and wife, as Grantors, to ALLIANCE TITLE & ESCROW CORP., a Delaware Corporation, Trustee, to GEORGE L. CUSTER, as Beneficiary, recorded on August 18, 2000 as Instrument No. 492777 and re-recorded on August 23, 2000 as Instrument No. 492860 in the records of Bingham County, Idaho, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

- (a) Default in the obligation for which said Deed of Trust was given as security, and the Beneficiary made demand upon the Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 538982 in the records of Bingham County, Idaho, the nature of such default being as set forth in said Notice of Default. Such default continues to exist at the time of sale.
- (b) After recordation of said Notice of Default, the Trustee gave notice of the time and place of sale of said property, and by publishing a copy in the newspaper of general circulation in Bingham County, Idaho all as more fully appears by Affidavits recorded in the records of Bingham County, Idaho as Instrument Nos. 540872, 540873 and 540874.
- (c) The provisions, recitals and contents of the Notice of Default referred to in Paragraph (a) above and the Affidavits referred to in Paragraph (b) above, shall be, and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth in full herein.

- (d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, Notice of Sale, and all other notices have been met.
- (e) More than 120 days have elapsed between the giving of Notice of Sale by certified mail and of the sale of said property.
- (f) Trustee, at the time and place of sale of property as fixed by said Notice, at public auction, in one parcel struck off to the Grantee, being the highest and best bidder therefor, the property herein described for the total sum of \$106,000.00 subject, however, to all prior liens and encumbrances. No person or corporation offered to purchase any part of said property, less than the whole thereof, for the amount of principal, interest, advances, and costs.

IN WITNESS WHEREOF, the Trustee, has executed this on the 11 day of August, 2004.

ALLIANCE TITLE & ESCROW CORP.

By: Tessia M. McAllister
Tessia M. McAllister
Vice-President

STATE OF IDAHO)

County of Bingham) ss.

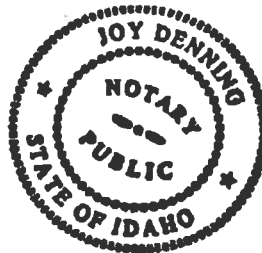
On this 11 day of August, 2004, before me, the undersigned, a Notary Public for Idaho, personally appeared Tessia M. McAllister, known or identified to me to be Vice-President of the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

Tessia

(seal)



Joy Denning
Notary Public of Idaho
Residing at: Blackfoot
Commission Expires: 2/25/06



544224

RE-RECORDED TO CORRECT LEGAL DESCRIPTION

492776

492857 WARRANTY DEED

Order No.:3020001030-L

FOR VALUE RECEIVED

Mary C. Verwolf, an unmarried woman

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

Claude F. Barnes and Deborah J. Barnes, Husband and Wife

whose current address is

1280 W. Hwy 26 Blackfoot, ID 83221

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

A portion of the North $\frac{1}{4}$ Southwest $\frac{1}{4}$ of Section 25, Township 1 South, Range 33 East of the Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is North 89°49'56" East 274.11 feet from the West $\frac{1}{4}$ corner of Section 25, and running thence North 89°49'56" East 814.57 feet; thence South 299°19' feet to a fence corner; thence South 50°57'20" East 700.70 feet along a fence line; thence South 00°00'16" East 356.92 feet along a fence line; thence North 51°11'00" West 1,743.86 feet to the Point of Beginning.

*297.19

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: 8/18/2000

Mary C. Verwolf
Mary C. Verwolf

State of Idaho

County of Bingham

On this 18th day of August, 2000, before me, a Notary Public in and for said state, personally appeared Mary C. Verwolf

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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



Yvonne Gardner
Notary Public for the State of Idaho
Residing at: Blackfoot
Commission Expires: 8/12/04

492857

492776

RECORDED AT THE REQUEST OF
ALLIANCE TITLE & ESCROW
2000 AUG 23 PM 2:45
FEE 3.40
BLACKFOOT, IDAHO

RECORDED AT THE REQUEST OF
ALLIANCE TITLE & ESCROW
2000 AUG 18 AM 11:33
FEE 3.40
BLACKFOOT, IDAHO

Copy

439901

GRANT OF EASEMENT

THIS AGREEMENT is made and entered into this 28th day of November, 1995 by and between DANIEL D. VERWOLF and MARY C. VERWOLF, each an undivided $\frac{1}{2}$ interest, hereinafter referred to as VERWOLF, and RAY R. CHRISTENSEN and NICOLE L. CHRISTENSEN, husband and wife, hereinafter referred to as CHRISTENSEN.

WITNESSETH:

WHEREAS, VERWOLF is the owner of real property, hereafter referred to as "VERWOLF Real Property," located in a portion of the SW $\frac{1}{4}$ of Section 25, Township 1 South, Range 33 E., B.M., Bingham County, Idaho, more particularly described as:

Beginning at a point that is N. 89°46'56" E. 274.11 feet from the West $\frac{1}{4}$ corner of Section 25, Township 1 South, Range 33 E., B.M., Bingham County, Idaho, and running thence N. 89°49'56" E. 814.57 feet; thence South 279.19 feet to a fence corner; thence S. 50°57'20" E. 700.70 feet along a fence line; thence S 00°00'16" E. 356.92 feet along a fence line; thence N. 51°11'00" W. 1,743.86 feet to the point of beginning;

and

WHEREAS, CHRISTENSEN is purchasing from VERWOLF the following described real property, to-wit:

Beginning at a point that is N. 89°49'56" E. 1,088.68 feet from the West $\frac{1}{4}$ corner of Section 25, Township 1 South, Range 33 E., B.M., Bingham County, Idaho, and running thence N. 89°49'56" E. 542.02 feet; thence S. 00°10'09" E. 740.16 feet; thence N. 50°57'20" W. 700.70 feet along a fence line; thence North 297.19 feet to the point of beginning.

WHEREAS, there exists a common roadway 20 feet in width the center line of which is more particularly described as follows, to-wit:

Beginning at a point that is N. 89°46'56" E. 274.11 feet and S. 51°11'00" E. 1,011.95 feet from the West $\frac{1}{4}$ corner of Section 25, Township 1 South, Range 33 E., B.M., Bingham County, Idaho, and running thence N. 18°22'08" E. 38.93 feet; thence N. 03°09'39" E. 43.82 feet; thence N. 07°18'38" W. 58.97 feet; thence N. 01°50'23" W. 144.54 feet; thence N. 14°40'13" E. 63.95 feet; thence N. 50°51'31" E. 9.79 feet to the point of terminus;

and

GRANT OF EASEMENT -1

RECORDED AT THE REQUEST OF
BEST AMERICAN TITLE
JAN 11 1996
1588
JAN 11 1996

WHEREAS, there currently exists a domestic well, pump and motor, and underground pipe easement in, upon, and across the property line between the two above described properties for the purpose of providing water for domestic and culinary purposes to each of the above-described properties; and

WHEREAS, CHRISTENSEN desires to purchase property from VERWOLF, which said property is accessed by said roadway and which utilizes said well, pump, and motor, and pipeline, located on the property of VERWOLF; and

WHEREAS, as a condition of the sale to CHRISTENSEN and for the mutual benefits to and the mutual promises of the parties hereto their heirs and assigns, it is hereby agreed:

1. VERWOLF for themselves, their heirs and assigns, grants and conveys unto CHRISTENSEN, their heirs and assigns, an easement in, to, upon and over all that portion of the certain roadway situated in Bingham County, Idaho, described as follows:

Beginning at a point that is N. 89°46'56" E. 274.11 feet and S. 51°11'00" E. 1,011.95 feet from the West ¼ corner of Section 25, Township 1 South, Range 33 E., B.M., Bingham County, Idaho, and running thence N. 18°22'08" E. 38.93 feet; thence N. 03°09'39" E. 43.82 feet; thence N. 07°18'38" W. 58.97 feet; thence N. 01°50'23" W. 144.54 feet; thence N. 14°40'13" E. 63.05 feet; thence N. 50°51'31" E. 9.79 feet to the point of terminus;

2. Said roadway easement is given for the sole purpose of ingress and egress for a single family residence and agricultural purposes and it is agreed and understood that it is not to be construed as an easement given to the exclusion of VERWOLF, their heirs and assigns or to others later granted a similar right.

3. VERWOLF, for themselves, their heirs and assigns, grants and conveys to CHRISTENSEN, their heirs and assigns, an existing easement as described above, for the use, operation, maintenance and repair of a domestic well, pump and motor, in, to, upon and across the real property owned by VERWOLF for the benefit of the land sold to CHRISTENSEN, together with an easement for ingress and egress and pipeline over and across the real property owned by VERWOLF for the purpose of using, maintaining and repairing said well, pump and motor and pipeline;

4. Said well and pipeline easement is given for the sole purpose of ingress and egress for a single family residence and agricultural purposes and it is agreed and understood that it is not to be construed as an easement given to the exclusion of VERWOLF, their heirs and assigns or to others later granted a similar right.

5. The right to remove water from said well and the use of said road shall be perpetual and shall be appurtenant to the lands hereinabove described.

GRANT OF EASEMENT -2

6. It is agreed and understood by the parties that said pump and motor are owned by both parties jointly, and each party their heirs and assigns, shall have full and free right and authority to take water from said well for domestic and culinary purposes. Parties agree to alternate agricultural irrigation on a daily basis or such other basis as all of the parties agree.

7. The parties herein agree that electrical service for the pump and motor shall be on its own separate meter and will be in the name of VERWOLF and sent to their address. The parties herein agree to split the electrical costs for said pump and motor. The parties herein agree to pay their share of said electrical service costs on or before the due date of said bill. In the event either party fails to pay for their share of electrical service costs within fifteen days from the due date of said bill, the other party may turn off the water to the non-paying party's house and land.

8. The parties further agree that no further connections may be made to said well for additional dwellings, or for other purposes, without the prior written consent of all of the parties. In addition the parties further agree that no additional acreage may be irrigated from the well without the prior written consent of all of the parties. If additional connections are allowed or in the event additional acreage is allowed, then the party adding such connection or acreage will be charged an additional amount for the repair and maintenance of the pump or motor as determined by all of the parties.

9. All of the parties herein agree to repair and maintain said road, well, pump and motor easements as follows:

In performing any and all maintenance and repairs to the road, said maintenance and repair shall include, but not be limited to snow removal, graveling and grading.

In performing any and all maintenance and repairs to the road, all of the parties herein agree that they shall keep it in its present "as is" condition, including but not limited to its location, width, and improvements thereon. The parties agree that this paragraph shall control in the event the road is not exactly 20 feet in width.

Each of the parties herein agree to maintain, repair, or replace, at their sole and separate expense, the pipeline leading from said well to their residence or other place of use.

Prior to having any repair or maintenance work to the well, pump, motor, or road performed, a minimum of two written bids shall be obtained. Both bids will be submitted to all of the parties for their approval.

Prior to incurring any expenses for the repairs and maintenance, the parties agree that said repairs and maintenance shall be approved in writing by all of the parties, who are responsible for said repairs and maintenance. Said approval shall not

GRANT OF EASEMENT -3

be unreasonably withheld.

Said maintenance and repair shall be shared equally by the parties herein.

10. Each party shall deposit \$25.00 per month into a savings account at Key Bank of Idaho, Riverside Plaza Branch, Blackfoot Idaho, until such time as each party has deposited \$1,000. Said account will be a joint signature account, requiring one signature of each of the parties. The names on the account shall be Mary C. Verwolf and Nicole L. Christensen or their respective heirs or assigns. The funds in said account shall be used for the repair and maintenance of the well, pump, motor, and common roadway. Once any funds are used from the account, the parties agree to replenish the account by making \$25.00 per month payments to the account until such time as the account has \$2,000.00 (\$1,000 from each party) plus any accrued interest. Any interest on the account shall remain in the account and shall not be included in the \$1,000 sum required to be maintained in the account by each party. In the event that there are insufficient funds in the account to maintain or repair said equipment or easement, then the parties will share said expenses equally and will pay the invoice for said expenses within 30 days from the invoice. In the event either party shall sell the land they will be entitled to all of their funds deposited and remaining in the account including $\frac{1}{2}$ of the interest therein.

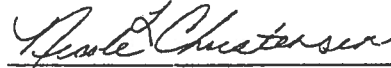
11. Each party herein, their heirs and assigns, agree to keep said road open and will not block the same for any reason whatsoever.

12. In the event any party negligently causes damage to the road, pump, motor or well, Paragraph 9 of this agreement shall not apply and the party damaging said equipment or easement, shall immediately repair or replace the same at their own expense.

13. This Agreement is binding upon the parties heirs, successors, and assigns.

TO HAVE AND TO HOLD the said easement unto each of the Parties, their heirs and assigns forever.


RAY R. CHRISTENSEN


NICOLE L. CHRISTENSEN


DANIEL D. VERWOLF


MARY C. VERWOLF

STATE OF IDAHO)
 : ss.
COUNTY OF BINGHAM)

On this 6 day of ^{December} November, in the year 1995, before me a Notary Public of said State, personally appeared RAY R. CHRISTENSEN and NICOLE L. CHRISTENSEN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Anita M. Hume
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: _____



STATE OF IDAHO)
 : ss.
COUNTY OF BINGHAM)

On this 2 day of ^{December} November, in the year 1995, before me a Notary Public of said State, personally appeared DANIEL D. VERWOLF and MARY C. VERWOLF, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Anita M. Hume
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 5/26/2000



439901

GRANT OF EASEMENT -5



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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# 013604

DATE 6-24-05

1. REAL ESTATE OFFICES:

LISTING AGENCY Preferred Properties Office Phone # 785-7555
Office Fax # 785-8199 E-Mail _____ Other Phone# _____
Listing Agent Carrie Hunsell E-Mail _____ Phone # _____
SELLING AGENCY Re/Max Office Phone # 254-4444
Office Fax # 232-4742 E-Mail _____ Other Phone# 251-1118
Selling Agent J. Hephner E-Mail _____ Phone # 978-934

2. BUYER:

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS 1386 W. Hwy 26 City Liberty County, ID, Zip 83221 legally described as: _____

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

3. \$139,900 PURCHASE PRICE: One hundred thirty-nine thousand DOLLARS, payable upon the following **TERMS AND CONDITIONS** (not including closing costs): note hundred 70/100

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

\$500. (A). **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, or ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the parties hereto. The responsible Broker shall be Carrie Hunsell.

(B). **ALL CASH OFFER:** ☐ NO ☐ YES If this is an all cash offer do not complete lines 35 through 56, 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 _____ business days from the date of this agreement, 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.

\$132,905. (C). **NEW LOAN PROCEEDS:** FIRST LOAN of \$ 132,905.00 not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA ☐ ORD ☐ OTHER _____ with interest not to exceed 5.75 % 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

\$ (D). **ADDITIONAL FINANCIAL TERMS:**

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.
LOAN APPLICATION: BUYER ☒ has ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance Within _____ business days 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 in a manner acceptable to the SELLER and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. 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.

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

ID#: 07-608

Added to the material and the volume page for
1944. Added to 317.99 and the volume #17 on
page 11 of journal and the volume.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Karaoke system, and
with 1 seat, refrigerator, a large outdoor deck area,
and a 2nd bedroom and kitchen.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: _____

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.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☐ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the 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 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 premises is not marketable, or cannot be made so within business day(s) 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 First American Title Company located at _____ 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 premises 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 Homeowner'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 Escrow Holder 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. 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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 6 PAGES
 BUYER'S Initials () () Date: 2/1/00 SELLER'S Initials () () Date: _____

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PROPERTY ADDRESS:

1280 W Hwy 216 V. Park Forest

ID#:

013604**10. INSPECTION:**

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproval of 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.

(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 disapproval of 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 items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, 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 5 business days that they will not continue with the transaction and will receive their Earnest Money back.

4). 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. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than 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 premises, 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.

12. 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.

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

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC& R'S): BUYER is responsible to obtain and review a copy of the CC& R's (if applicable). BUYER has reviewed CC& R's. ☐ Yes ☐ No ☒ N/A

15. 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, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☐ N/A Association fees/dues are \$ per ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ at closing.

16. "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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 6 PAGES

BUYER'S Initials () Date () SELLER'S Initials () Date ()

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PROPERTY ADDRESS: 1280 W Hwy 26 Blackfoot ID#: 013604

17. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. **SELLER agrees to pay up to \$ 100.00 lender required repair costs only.** BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee		X			Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy		X		
Closing Escrow Fee		X			Additional Title Coverage				X
Lender Document Preparation Fee				X	Fuel in Tank - Amount to be Determined by Supplier				X
Tax Service Fee		X			Well Inspection		X		
Flood Certification/Tracking Fee		X			Septic Inspections		X		
Lender Required Inspections		X			Septic Pumping		X		
Attorney Contract Preparation Fee				X	Survey <u>Mortgage</u>		X		
<u>Processing Fee</u>		X			<u>Survey</u>				
<u>Underwriting Fee</u>		X							

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

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 2 calendar day(s) 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 premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises 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.

20. RISK OF LOSS: prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. 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) July 29, 2005. The parties agree that the CLOSING AGENCY for this transaction shall be First American Title Located at _____

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

22. 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 and utilities shall be pro-rated as of Closing.

23. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's Broker.

24. FACSIMILE TRANSMISSION: 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 party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 6 PAGES

BUYER'S Initials (PH) Date 7-29-05 SELLER'S Initials (X) Date _____

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PROPERTY ADDRESS: 1280 W Hwy 26, Ellettsville, Idaho ID#: 013609

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

26. BUSINESS DAYS & HOURS 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. 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.

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

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

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination 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 monies or things of value into a court of competent jurisdiction and shall recover court costs and 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.

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 and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 6 PAGES

BUYER'S Initials () Date 6/21/04 SELLER'S Initials () Date 6/21/04

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PROPERTY ADDRESS: 1280 W Hwy 24 Blackfoot ID#: 013604

33. 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.

34. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

35. 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.

36. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 6-25-05 at (Local Time in which property is located) 6:00 ☐ a.m. ☐ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

37. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

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

BUYER Signature Mark L. DoanBUYER (Print Name) MARK L. DOANDate 6-24-05 Time 12:00 ☐ a.m. ☐ p.m.Phone # 201-711-1577 Cell # 201-9308Address 1400 South LakeCity Blackfoot State Idaho Zip 83201

E-Mail Address _____

Fax # _____

BUYER Signature _____

BUYER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

38. 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. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

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

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____