

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED *Dev*

SEP 09 2013

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
22-420B	Yes ☒		Yes ☐		Yes ☐
split into 22-420B 22-14099	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Joe Nethercott

Name of current water right holder/claimant

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

Jason and Sidney Wilcox

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☒ and

☐ or

☐ and/or

3529 S. 1000 W.

Mailing address

Victor,

City

Id

State

83455

ZIP

(208)-310-0912

Telephone

asonj42us@yahoo.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above:

5/15/12

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.

SUPPORT DATA

IN FILE # 22-420B

7. Signature:

Jason Wilcox
Signature of new owner/claimant

Owner
Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by HP

Date

9-9-13

Receipt No.

0097715

Receipt Amt.

100.00

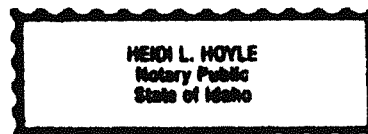
Approved by

Processed by

JP

Date

9-10-2013



File Number: 60158

Exhibit A
LEGAL DESCRIPTION

File Number: 60158

Parcel 1 (By per 35 Acres Land Split Ordinance)

The N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 14, TWP 4N, RNG. 45 E.,

B.M., Teton County Idaho.

Being further described as:

Commencing at the W1/4 corner of said Section 14, said point being the point of beginning;

Thence N89°48'41"E 665.95 feet along the East-West 1/4 line to a point;

Thence S00°10'46"E 330.93 feet to a point

Thence S89°49'36"W. 665.79 feet to a point on the Western Section Line of said Section 14;

Thence N00°12'25"W 330.76 feet along the Western Section line to the point of beginning.

Subject to a county road easement across the Northern and Western property lines.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 22-420B

WATER RIGHT NUMBER: 22-420B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOE NETHERCOTT 678 W 400 N TETONIA, ID 83452-5001 (208)354-7427

Priority Date: 06/01/1896

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
DARBY CREEK	TETON RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.800 CFS	
	<u>Total Diversion:</u>	0.800 CFS	

Location of Point(s) of Diversion

DARBY CREEK	NE1/4SE1/4NE1/4	Sec. 18, Twp 04N, Rge 46E, B.M.
TETON County		
DARBY CREEK	L1 (SW1/4NW1/4NE1/4)	Sec. 17, Twp 04N, Rge 46E, B.M.
TETON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	45E	14																	36.0
																			36.0

Total Acres: 36

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. F01 Water is delivered through Cherry Grove Canal Co. ditch.

Remarks:Comments:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 22-420B

Dates and Other Information:

Licensed Date:
Decreed Date: 11/24/2008
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

WILLIAM FORSBERG (ISB No. 2310)
TROY D. EVANS (ISB No. 6411)
Forsberg Law Offices, Chtd.
49 Professional Plaza
Rexburg, Idaho 83440

Telephone: (208) 356-7474
Facsimile: (208) 656-0010

Attorneys for Personal Representative

STATE OF IDAHO } ss.
County of Teton }
I HEREBY CERTIFY that the above and
foregoing is a full, true and correct copy of
the original thereof, on file in my office.
Dated 16 April, 2012
rmw
Magistrate
By Priscilla Han
Deputy Clerk

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TETON

IN THE MATTER OF THE ESTATE OF	)	CASE NO. CV-2012- 119
	)	
JOSEPH REIGO NETHERCOTT,	)	LETTERS OF ADMINISTRATION
	)	
	)	
Deceased.	)	

1. Donna Nethercott was duly appointed and qualified as General Personal Representative of the estate of the above-named decedent on the 13 day of April, 2012, by the Court with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

WITNESS, my signature and the Seal of this Court, this 15th day of April, 2012.


MAGISTRATE

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT


 Idaho Association of REALTORS®
 The Professional Real Estate Network

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# 12013 DATE February 26, 2012

2

3 LISTING AGENCY Art Hazen Real Estate LLC Office Phone # (307) 733-4339 Fax #

4 Listing Agent Penny Gaitan E-Mail pgaitan@jhrealstate.com Phone # (307) 733-4339

5 SELLING AGENCY West Group Real Estate Office Phone # 208-797-4554 Fax # 208-797-3076

6 Selling Agent Harley Wilcox E-Mail harleyw@silverstar.com Phone # 208-709-4555

1. BUYER:

Jason Wilcox

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS 3529 S 1000 WEST Victor, ID 83455

Victor City Teton County, ID, Zip 83455 legally described as: N1/2 NW1/4 NW1/4 SW1/4
SECT. 14, TWP 4N, RNG45E B.M. TETON COUNTY, ID

OR Legal Description Attached as addendum # N/A (Addendum must accompany original offer.)

2. \$ 85,000.00 PURCHASE PRICE: Eighty five thousand DOLLAR
 payable upon the following TERMS AND CONDITIONS (not including closing costs):

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

(A). \$ 500.00 EARNEST MONEY: BUYER hereby deposits Five hundred
 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): N/A
☐ other N/A and a receipt is hereby acknowledged. Earnest Money to be
 deposited in trust account ☐ upon receipt, or ☒ upon acceptance by BUYER and SELLER and shall be held by: ☐ Listing Broker ☒ Selling Broker
☐ other N/A for the benefit of the parties heret
 THE RESPONSIBLE BROKER SHALL BE: Harley Wilcox

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

(C). \$ 82,450.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☒ FIRST LOAN of \$ 82,450.00 not including mortgage insurance, through ☒ FHA ☐ VA ☐ CONVENTIONAL ☐ BHA ☐ RURA
 DEVELOPMENT, ☐ OTHER N/A with interest not to exceed 4.25 % for a period
30 year(s) at: ☒ Fixed Rate ☐ Other N/A. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated
 financing, BUYER'S Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than 1 point(s) plus origination fee if an
 SELLER shall pay no more than 0 point(s). Any reduction in points shall first accrue to the benefit of the ☒ BUYER ☐ SELLER ☐ Divided Equally
☐ N/A.

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

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

(D). \$ 0.00 ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(E). \$ 2,050.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash
 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 certified funds

BUYER'S Initials [Signature] X Date 2/26/2012

SELLER'S Initials [Signature] X Date 2/28/12

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JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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PURCHASE AND SALE AGREEMENT

Page 2 of

PROPERTY ADDRESS: 3529 S 1000 WEST Victor, ID 83455 Victor ID# 12013

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

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

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 \$10

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Dishwasher; Range; Refrigerator

N/A

N/A

N/A

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

N/A

N/A

N/A

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 a 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 5 business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that the title of said PROPERTY is not marketable, or cannot be made so within 5 business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER. BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Seller's Choice Title Company located at Driggs, ID shall provide the title policy and preliminary report of commitment

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

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

BUYER'S Initials (XX) Date 2/26/2012

SELLER'S Initials (011) Date 2/28/12

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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PROPERTY ADDRESS: 3529 S 1000 WEST Victor, ID 83455 Victor ID# 12013

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 10 business days (b (10) if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. 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: N/A

N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A

(B) FHA INSPECTION REQUIREMENT, If applicable: "For Your Protection: Get a Home Inspection", HUD 92584-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, 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 as (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

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

3) If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days (three (3) if left blank) 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. 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 N/A 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.

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.

BUYER'S Initials (AS) Date 2/26/2012SELLER'S Initials (AM) Date 2/28/12

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PROPERTY ADDRESS: 3529 S 1000 WEST Victor, ID 83455

Victor

ID#: 12013

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 prior to signing this Agreement: ☐ Yes ☒ No

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 10 business days (10) if left blank (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived all 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 as BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☒ No ☐ N/A. Association fees/dues are \$ 0 per year. ☐ BUYER ☒ SELLER ☐ N/A to pay Homeowner's Association SET UP FEE of \$ N/A and/or PROPERTY TRANSFER FEES of \$ N/A at closing.

17. HOME WARRANTY PLAN: Home Warranty Plans available for purchase can vary in many respects including, but not limited to, scope of coverage, options, exclusions, limitations, service fees, and pre-existing conditions. BUYER and SELLER are advised to investigate Home Warranty Plans before purchasing a plan and BUYER and SELLER acknowledge that Home Warranty Plans vary from plan to plan. Further, BUYER and SELLER acknowledge that a Home Warranty Plan is separate and apart from any terms contained within this Real Estate Purchase and Sale Agreement and does not create a warranty, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein.

A Home Warranty Plan ☐ will ☒ will not be included in this transaction.
☐ BUYER ☒ SELLER shall order a Home Warranty Plan which shall be issued by a company selected by ☐ BUYER ☒ SELLER.
 The cost of the Home Warranty Plan shall not exceed \$ N/A and shall be paid for at closing by ☐ BUYER ☒ SELLER.

18. 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 create 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.

	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	☒	☐	☐	☐
N/A	☐	☐	☐	☒	Survey	☒	☐	☐	☐
N/A	☐	☐	☐	☒	N/A	☒	☐	☐	☒

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

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

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

21. 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 3 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 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 final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

BUYER'S Initials (JS) Date 2/26/2012

SELLER'S Initials (AM) Date 2/28/12

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

23. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code § 45-150 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 § 45-25(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

24. 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 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.

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

26. 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.

27. 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.

28. 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."

29. 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.

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

31. 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 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.

32. 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.

33. "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'S Initials (YH) Date 2/26/2012

SELLER'S Initials (YH) Date 2/28/12

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

35. 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 BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

36. 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) April 20, 2012.

The parties agree that the CLOSING AGENCY for this transaction shall be Seller's Choice

located at Driggs, ID

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

37. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date N/A time N/A ☐ 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 assume fuel in fuel tank, and utilities shall be prorated as of closing.

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

39. 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 representations not expressly set forth herein shall be binding upon either party.

40. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

41. 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.

42. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) February 28, 2012 at (Local Time) 6:00 ☐ A.M. ☒ P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

BUYER'S Initials (AS) Date 2/26/2012

SELLER'S Initials (AM) Date 2/28/12

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43. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): N/A (Specify number of BUYER addendum(s) attached.)BUYER ☐ does ☒ does not currently hold an active Idaho real estate license.BUYER Signature Jason Wilcox
Date 2/26/2012 Time 4:00 ☐ A.M. ☒ P.M.
Address _____
E-Mail _____BUYER (Print Name) Jason Wilcox
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____BUYER ☐ does ☐ does not currently hold an active Idaho real estate license.BUYER Signature _____
Date _____ Time _____ ☐ A.M. ☐ P.M.
Address _____
E-Mail _____BUYER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

44. 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 the terms thereof on the part of the SELLER.

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____SELLER ☐ does ☒ does not currently hold an active Idaho real estate license.SELLER Signature _____
Date _____ Time _____ ☐ A.M. ☐ P.M.
Address _____
E-Mail _____SELLER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

SELLER ☐ does ☐ does not currently hold an active Idaho real estate license.SELLER Signature _____
Date _____ Time _____ ☐ A.M. ☐ P.M.
Address _____
E-Mail _____SELLER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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