

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED *DE*

APR 01 2013

Notice of Change in Water Right Ownership

IDWR / NORTH

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?
86-12006	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Judy M. Yuki
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Edward J. Brown
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
24500 Arrow Highline Road
Mailing address
Juliaetta ID 83535
City State ZIP
(509) 499-0448 edbrown000@live.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: March 29, 2013

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - ☒ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.

7. Signature: *Edward J. Brown* March 29, 2013
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

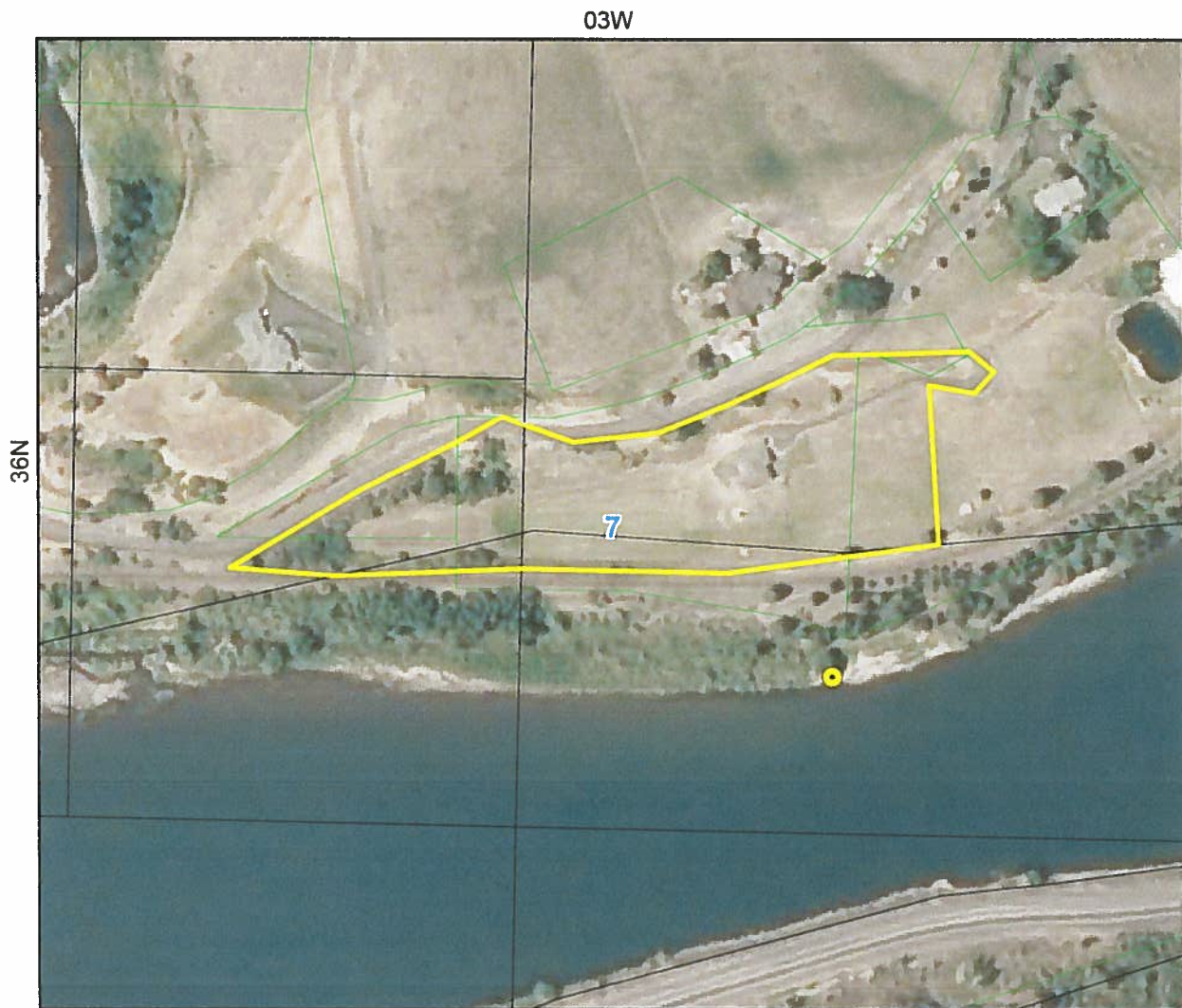
Received by *Jan* Date *4/1/13* Receipt No. *NO 29710* Receipt Amt. *25*
Approved by _____ Processed by _____ Date _____

State of Idaho
Department of Water Resources

Water Right
86-12006

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters
- Taxlots

0 0.0325 0.065 0.13 Miles



WARRANTY DEED

For Value Received, JUDY M. YUKL, an unmarried woman, as Grantor, does hereby grant, bargain, sell and convey unto EDWARD J. BROWN, a married man as his sole and separate property, the Grantee, whose current address is 24500 Arrow Highline Road, Juliaetta, Idaho 83535, all of her interest in the following described premises situate in the County of Nez Perce, State of Idaho, to-wit:

See Exhibit A attached hereto and by this reference incorporated herein.

SUBJECT TO any assessments of the Arrow Junction Fire Protection District.

SUBJECT TO Right of Way Deed, including the terms, conditions, and provisions therein, recorded January 15, 1921, in Book 130 of Deeds, page 183, to the Clearwater Highway District, records of Nez Perce County, Idaho.

SUBJECT TO Right of Way Deed, including the terms, conditions, and provisions therein, recorded January 15, 1921, in Book 130 of Deeds, page 190, to the Clearwater Highway District, records of Nez Perce County, Idaho.

SUBJECT TO easement for underground communication lines granted to Pacific Northwest Bell Telephone Company, recorded July 21, 1976, as Instrument No. 395144, records of Nez Perce County, Idaho.

SUBJECT TO easement for an electric transmission or distribution line or system granted to Clearwater Power Company, recorded November 19, 1993, as Instrument No. 579408, records of Nez Perce County, Idaho.

SUBJECT TO easement for an electric transmission or distribution line or system granted to Clearwater Power Company, recorded November 7, 2007, as Instrument No. 750528, records of Nez Perce County, Idaho.

SUBJECT TO easement for an electric transmission or distribution line or system granted to Clearwater Power Company, recorded November 7, 2007, as Instrument No. 750529, records of Nez Perce County, Idaho.

SUBJECT TO all matters shown on the Record of Survey recorded February 29, 2012, as Instrument No. 798667, including fencelines and the rights of way of Arrow Highline Road and the railroad right of way.

SUBJECT TO any claim arising from the difference in the mean high water line of the Clearwater River and the meander line as shown by the Original Government Survey.

SUBJECT TO right, title, and interest of the State of Idaho within the natural bed of the Clearwater River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary low water line.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that she is the owner in fee simple of said premises; that they are free from all encumbrances except those set forth above, and taxes, levies and assessments for 2013 and thereafter; and that she will warrant and defend the same from all lawful claims whatsoever.

PROVIDED, HOWEVER, that said warranty shall not extend to the right of access to that portion of the real property described on Exhibit A lying South of the railroad right of way.

PROVIDED, FURTHER, that said Grantor does hereby quitclaim unto Grantee any rights of access to the within described real property which she may presently have.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal this _____ day of 3-28, 2013.

GRANTOR:

Judy M. Yuki
JUDY M. YUKI

Exhibit "A"

Real property in the County of Nez Perce, State of Idaho, described as follows:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, NEZ PERCE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 $\frac{1}{2}$ " DIAMETER BRASS CAP MONUMENT MARKING THE WEST $\frac{1}{4}$ CORNER OF SAID SECTION 7; THENCE, ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHWEST $\frac{1}{4}$, NORTH 89°29'03" EAST A DISTANCE OF 2,031.20 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 7; THENCE, LEAVING SAID NORTH BOUNDARY LINE, SOUTH 00°40'32" EAST A DISTANCE OF 771.06 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF ARROW HIGHLINE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 85°42'17" WEST A DISTANCE OF 15.51 FEET TO A POINT; THENCE AROUND A 201.13 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36°16'25" AN ARC DISTANCE OF 127.34 FEET, SAID CURVE HAVING A CHORD BEARING AND LENGTH OF SOUTH 76°09'30" WEST 125.22 FEET, TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP; THENCE SOUTH 58°01'17" WEST A DISTANCE OF 242.73 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED AT THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF THE BG&CM RAILROAD; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 88°43'06" EAST A DISTANCE OF 344.79 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP; THENCE, LEAVING SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 00°40'32" EAST A DISTANCE OF 100.01 FEET TO A SET 5/8" DIAMETER OF 100.01 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BG&CM RAILROAD; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°40'32" EAST A DISTANCE OF 126.51 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED ON THE ORDINARY HIGH WATER LINE ON THE RIGHT BANK OF THE CLEARWATER RIVER; THENCE, ALONG SAID ORDINARY HIGH WATER LINE, NORTH 82°37'11" EAST A DISTANCE OF 123.74 FEET TO A POINT; THENCE NORTH 87°39'30" EAST A DISTANCE OF 111.73 FEET TO A POINT; THENCE NORTH 86°15'50" EAST A DISTANCE OF 124.84 FEET TO A POINT; THENCE NORTH 80°24'20" EAST A DISTANCE OF 188.92 FEET TO A POINT; THENCE NORTH 67°44'30" EAST A DISTANCE OF 18.17 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP; THENCE, LEAVING SAID ORDINARY HIGH WATER LINE, NORTH 00°34'52" WEST A DISTANCE OF 97.64 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BG&CM RAILROAD; THENCE CONTINUING NORTH 00°34'52" WEST A DISTANCE OF 102.58 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BG&CM RAILROAD; THENCE, CONTINUING NORTH 00°34'52" WEST A DISTANCE OF 218.60 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED AT AN EXISTING FENCE; THENCE, ALONG SAID FENCE, NORTH 63°49'41" EAST A DISTANCE OF 18.02 FEET TO A POINT; THENCE SOUTH 72°24'11" EAST A DISTANCE OF 97.31 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP; THENCE NORTH 57°30'32" EAST A DISTANCE OF 62.63 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP; THENCE NORTH 31°39'00" WEST A DISTANCE OF 71.03 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP; THENCE SOUTH 78°50'50" WEST A DISTANCE OF 75.64 FEET TO A POINT; THENCE SOUTH 83°43'50" WEST A DISTANCE OF 73.65 FEET TO A POINT; THENCE SOUTH 80°09'10" WEST A DISTANCE OF 58.47 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF ARROW HIGHLINE ROAD; THENCE, LEAVING SAID FENCE LINE, ALONG SAID RIGHT OF WAY LINE, AROUND A 360.94 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°00'18" AN ARC DISTANCE OF 69.33 FEET, SAID CURVE HAVING A CHORD BEARING AND LENGTH OF SOUTH 60°02'29" WEST, 69.22 FEET TO A SET 5/8" DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP;

THENCE SOUTH $65^{\circ}32'38''$ WEST A DISTANCE OF 198.26 FEET TO A SET $5/8''$ DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP; THENCE SOUTH $72^{\circ}43'33''$ WEST A DISTANCE OF 70.53 FEET TO A POINT; THENCE AROUND A 356.96 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $21^{\circ}34'10''$ AN ARC DISTANCE OF 134.38 FEET, SAID CURVE HAVING A CHORD BEARING AND LENGTH OF SOUTH $83^{\circ}30'38''$ WEST 133.59 FEET TO A POINT; THENCE NORTH $85^{\circ}42'17''$ WEST A DISTANCE OF 41.26 FEET TO A SET $5/8''$ DIAMETER BY 30" LONG REBAR WITH A PLS 11593 PLASTIC CAP, SAID POINT BEING THE TRUE POINT OF BEGINNING.
EXCLUDING THAT PORTION LYING WITHIN THE RIGHT OF WAY OF THE BG&CM RAILROAD.

FINAL

SEE P.2 FOR TRANSFER
OF WATER RIGHT 86-12006Idaho Association of REALTORS®
In the heart of the state

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2012 EDITION
Page 1 of 7THIS 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# 2013-1001 DATE 02/16/2013

LISTING AGENCY Coldwell Banker Tomlinson Associates Office Phone # (208) 746-7400 Fax # (208) 746-0625
 Listing Agent Pam Roueche E-Mail realty4u@clearwire.net Phone # (509) 254-1153
 SELLING AGENCY LC Valley Real Estate Office Phone # (509) 499-0448 Fax # none
 Selling Agent Ed Brown E-Mail edbrown000@live.com Phone # (509) 499-0448

1. BUYER: Edward J. Brown
 (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 24500 Arrow Highline Road
 Juliaetta City Nez Perce County, ID, Zip 83535 legally described as:

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

2. \$ 335,000.00 PURCHASE PRICE: Three Hundred Thirty-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) \$ 5,000.00 EARNEST MONEY: BUYER hereby deposits \$5,000.00
 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):
☐ other and a receipt is hereby acknowledged.
 Earnest Money to be deposited in trust account ☐ upon receipt or ☒ upon acceptance by BUYER and SELLER or ☐ other
 and shall be held by: ☐ Listing Broker ☐ Selling Broker ☒ other First American Title Company for the benefit of the parties hereto.
 THE RESPONSIBLE BROKER SHALL BE: LC Valley Real Estate

(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 with business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

(C). \$ 318,250.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☒ FIRST LOAN of \$ 301,500.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ HFA, ☐ RURAL DEVELOPMENT, ☒ OTHER FNMA Home Style with interest not to exceed 4 % for a period of 30 year(s) at: ☒ Fixed Rate ☐ Other. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
☐ SECOND LOAN of \$ 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 OR ☐ shall apply for such loan(s) within business days (five [5] if left blank) of SELLER'S acceptance. Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

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

(E). \$ 11,750.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash to closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in: ☒ Cash ☐ Other

BUYER'S Initials (Ed B) Date 2-16-2013

SELLER'S Initials (Jy) Date 2-16-13

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JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

Insta-Forms

PROPERTY ADDRESS: 24500 Arrow Highline Road

Juliaetta

ID#: 2013-1001

67 4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which
 68 must be satisfied prior to closing.
 The parties acknowledge that the Buyer (and his wife) are licensed Realtors in the
 states of Idaho and Washington.

Seller shall maintain property and grounds in their substantially present condition
 until the actual Closing Date.

See Addendum #1 related to additional financing matters and other terms and conditions.

69
 70 5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE
 71 PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor
 72 coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm
 73 windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
 74 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and
 75 equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER shall
 76 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.

77 (A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

Existing appliances, irrigation equipment (hoses, sprinklers, etc.), picnic table, Monessen hearth stove, aerial
 photo of property, 3 goats & 3 watering troughs, and Water Right No. 86-12006 owned by Seller, who shall
 cooperate as necessary to transfer such right to the Buyer at the time of Closing, all at no value.

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

80 Seller's existing washer and dryer.

81
 82 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
 83 otherwise agreed to by the parties in writing.

84
 85 7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights,
 86 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
 87 writing.

88
 89 8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
 90 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of a
 91 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
 92 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
 93 subject to, exist unless otherwise specified in this Agreement.

94
 95 9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement
 96 are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

97 (A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment
 98 of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____ business days (five [5] if left blank) from receipt
 99 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
 100 forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if
 101 the title of said PROPERTY is not marketable, or cannot be made so within _____ business days (five [5] if left blank) after notice containing a written
 102 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
 103 insurance cancellation fee, escrow and legal fees, if any.

104
 105 (B). TITLE COMPANY: The parties agree that _____ First American _____ Title Company
 106 located at _____ 1428 G Street _____ Lewiston, ID 83501 _____ shall provide the title policy and preliminary report of commitment.

107
 108 (C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
 109 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
 110 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard
 111 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
 112 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If
 113 BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost
 114 unless otherwise provided herein.

115
 116 (D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage
 117 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown
 118 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 (JB) Date 2-16-2013

SELLER'S Initials (Jy) Date 2-16-13

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PROPERTY ADDRESS: 24500 Arrow Highline Road

Julietta

ID#: 2013-1001

10. INSPECTION:

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business days (10 if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

Additional inspections/timeframes:

See Paragraph 17 on Page 4 - in order to avoid any unnecessary costs, Seller does not have to complete the well and septic testing until after Buyer's inspection contingency above and in Section 10C is completed and fully satisfied. At such time, Seller shall then complete these tests within 10 days, and the provisions of Section 10A and 10C shall then apply to those inspections. Companies will be chosen by Buyer, and be licensed and bonded, with results subject to approval by Buyer in his sole discretion. If Seller obtains and provides a written quote at a lower price for such inspections prior to the work being done, Buyer will reimburse the difference at Closing.

(B). FHA INSPECTION REQUIREMENT, If applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER a pertinent section(s) of written inspection reports. SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If both parties agree, in writing, as to the items to be corrected by SELLER within _____ business days (five [5] if left blank) of receipt of SELLER's response, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

4). If both parties do not come to a consensus as to the disapproved items to be corrected by SELLER within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than _____ 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.

BUYER'S Initials (EB) Date 2-16-2013SELLER'S Initials (JY) Date 2-16-13

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PROPERTY ADDRESS: 24500 Arrow Highline Road

Juliaetta

ID#: 2013-1001

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

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

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 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 any objection to the terms of any CC&Rs affecting the PROPERTY.

16. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$_____ per _____ and/or PROPERTY TRANSFER FEES of \$_____ at closing.

17. COSTS PAID BY: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section 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.

SELLER agrees to pay up to \$_____ (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

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

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee		X			Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy	X			
Closing Escrow Fee			X		Additional Title Coverage				X
Lender Document Preparation Fee	X				Fuel in Tank - Dollar Amount to be Determined by Supplier				X
Tax Service Fee	X				Domestic Well Water Potability Test				X
Flood Certification/Tracking Fee	X				Domestic Well Water Productivity Test		X		
Lender Required Inspections	X				Septic Inspections		X		
Attorney Contract Preparation or Review Fee				X	Septic Pumping		X		
Home Warranty Plan			X		Survey				X

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

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

BUYER'S Initials eb Date 2-16-2013SELLER'S Initials Jy Date 2-16-13

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Juliaetta

ID#: 2013-1001

218 **20. FINAL WALK THROUGH:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through
 219 inspection of the PROPERTY approximately _____ calendar days (three [3] if left blank) prior to close of escrow, NOT AS A CONTINGENCY OF THE
 220 SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in
 221 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
 222 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
 223 final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

224 **21. SINGULAR AND PLURAL** terms each include the other, when appropriate.
 225

226 **22. FORECLOSURE NOTICE:** If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-15C) or
 227 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-
 228 525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.
 229

230 **23. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that
 231 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
 232 the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The
 233 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
 234 homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale
 235 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
 236 your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure
 237 Statement.
 238

239 **24. SALES PRICE INFORMATION:** Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.
 240

241 **25. TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed
 242 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
 243 Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
 244

245 **26. BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
 246 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
 247 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
 248 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
 249 time for performance shall be the next subsequent business day.
 250

251 **27. CALENDAR DAYS:** A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
 252 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
 253 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
 254 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."
 255

256 **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
 257 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
 258 on appeal.
 259

260 **29. DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
 261 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
 262 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
 263 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report
 264 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
 265 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
 266 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
 267 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
 268 incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title
 269 insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending
 270 resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money
 271 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,
 272 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
 273 entitled.
 274

275 **30. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that
 276 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms
 277 of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency
 278 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
 279 and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute
 280 including, but not limited to, reasonable attorney's fees.
 281

282 **31. COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
 283 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
 284 shall together constitute one and the same instrument.

BUYER'S Initials (EB) Date 2-16-2013

SELLER'S Initials (Jg) Date 2-16-13

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PROPERTY ADDRESS: 24500 Arrow Highline RoadJuliaettaID#: 2013-1001

32. "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 it is determined that such facts or conditions do not apply to the agreement or transaction herein.

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

34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 03/29/13.

The parties agree that the CLOSING AGENCY for this transaction shall be First American Title Company

located at 1428 G Street, Lewiston, ID 83501 (208-746-2323)

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

36. POSSESSION: BUYER shall be entitled to possession upon closing or (Date) _____ time 5:00 ☐ 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 the actual closing date.

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

38. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

39. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

40. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

41. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 02/17/13 at (Local Time) which PROPERTY is located) 6:00 ☐ A.M. ☒ P.M. If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within 1 calendar days (three [3] if left blank) by BUYER initialing HERE _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this Agreement shall be immediately delivered to SELLER.

BUYER'S Initials eb Date 2-16-2013SELLER'S Initials DJ Date 2-16-13

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Juliaetta

ID#: 2013-1001

42. BUYER'S SIGNATURES:

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

BUYER ☒ does ☐ does not currently hold an active Idaho real estate license.BUYER Signature Edward J. BrownBUYER (Print Name) Edward J. BrownDate 2-16-2013 Time 4:00 ☐ A.M. ☒ P.M.Phone # (509) 499-0448 Cell # (509) 499-0448Address 103 Canyon Greens CourtCity Lewiston State ID Zip 83501E-Mail edbrown000@live.comFax # noneBUYER ☐ does ☐ does not currently hold an active Idaho real estate license.

BUYER Signature _____

BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail _____

Fax # _____

43. SELLER'S SIGNATURES: On this date, 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 Judy M. YuklSELLER (Print Name) Judy M. YuklDate _____ Time _____ ☐ A.M. ☐ P.M.Phone # (208) 305-2948 Cell # _____Address 24500 Arrow Highline RoadCity Juliaetta State ID Zip 83535E-Mail judyukl@wildblue.net

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____



ADDENDUM # 1 (All addendums shall be numbered sequentially.)

JULY 2012 EDITION
Page 1 of 1

RE-11 ADDENDUM



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 Date: 02/16/13
2
3 This is an ADDENDUM to the ☒ Purchase and Sale Agreement ☐ Other _____
4 ("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being
5 used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).
6
7 AGREEMENT DATED: 2/16/2013 ID # 2013-1001
8
9 ADDRESS: 24500 Arrow Highline, Juliaetta, ID 83535
10
11 BUYER(S): Edward J. Brown
12
13 SELLER(S): Judy M. Yukl
14

15 The undersigned parties hereby agree as follows:

1. The Financing Addendum and its contingency shall remain in place until Closing. The Buyer possibly intends to apply for a FNMA Home Style home renovation loan in an amount that would include renovations not to exceed \$65,000. Should such approval be obtained then the Financial Terms in Section 3 of the Agreement shall change such that the New Loan Proceeds in (C) could increase to as high as \$380,000 and the funds due from Buyer at Closing in (E) would then become \$15,000. If the Buyer's home has not sold first, and this Agreement is NOT contingent on that occurring, it is the Buyer's intent to provide a minimum 5% down payment against whatever final appraised price is arrived at on this Property, which figure would include any proposed renovations & upgrades. The appraisal contingency contained in (C) shall relate only to the base agreed-upon Purchase Price in order to protect the Seller, and shall not be affected by the final appraisal figure for loan purposes that would include the Buyer's renovations. Were the appraisal to come in lower than required by the lender, the Buyer shall pay any additional required costs in the form of a higher down payment or eliminate certain of the improvements and move forward with a lower loan amount.

2. In the event the Closing is delayed by events related to contractor bids or other issues in underwriting the loan referred to above, the Parties hereby agree to extend the Closing and Possession Dates to no later than April 26, 2013. It is the intention of both Parties to close as early as possible should the original date be passed over. Following mutual acceptance of this Agreement, Seller shall provide access to the Property, with reasonable advance notice, as necessary for the Buyer and/or his various contractors to take measurements or make other determinations needed to properly bid on the improvements being contemplated. All such improvements shall take place after Closing, and therefore not be disruptive to the Seller during her time of possession.

16
17 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
18 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
19 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement
20 is made an integral part of the aforementioned Agreement.

21
22 BUYER: Edward J. Brown Date: 2-16-2013
23
24 BUYER: _____ Date: _____
25
26
27 SELLER: Judy M. Yukl Date: 2-16-13
28
29 SELLER: _____ Date: _____



RE-13 COUNTER OFFER # 1 (1,2,3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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

JULY 2012 EDITION
Page 1 of 1



1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 2-16-13
2
3 ADDRESS: 24500 Arrow Highline, Juliaetta ID#: 2013-1001
4
5 BUYER: Ed Brown
6
7 SELLER: Judy Yukl
8

9 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
10 ☒ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
11 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
12 ☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

-- Aerial photo of property is excluded from this contract.
-- Buyer to purchase own home warranty plan.

14
15 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
16 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
17 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
18 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
19 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

20
21 If a signed acceptance is not delivered on or before (date): 2-17-13 at 6 ☐ A.M. ☒ P.M.
22 this Counter Offer shall be deemed to have expired.

23
24 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
25 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
26 or electronic transmission shall be deemed to be the same as delivery of an original.

27
28
29 SELLER Judy Yukl Date 2-16-13 Time 7 ☐ A.M. ☒ P.M.
30
31 SELLER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.
32
33 BUYER Edward J Brown Date 2-16-2013 Time 8:05 ☐ A.M. ☒ P.M.
34
35 BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.
36

Exhibit A

Property Description

For

Judy Yukl

Parcel A

5.00 Acres

A parcel of land situate in the Southwest ¼ of Section 7, Township 36 North, Range 3 West, Boise Meridian, Nez Perce County, State of Idaho, more particularly described as follows:

Commencing at a found 2 ½" diameter brass cap monument marking the West ¼ corner of said Section 7; thence, along the North boundary line of said Southwest ¼, North 89°29'03" East a distance of 2031.20 feet to the Center West 1/16 corner of said Section 7; thence, leaving said North boundary line, South 00°40'32" East a distance of 771.06 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the Southerly right-of-way line of Arrow Highline Road, said point being the **True Point of Beginning**; thence, along said right-of-way line, North 85°42'17" West a distance of 15.51 feet to a point; thence around a 201.13 foot radius curve to the left through a central angle of 36°16'25" an arc distance of 127.34 feet, said curve having a chord bearing and length of South 76°09'30" West 125.22 feet, to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence South 58°01'17" West a distance of 242.73 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located at the intersection of said right-of-way line and the Northerly right-of-way line of the BG&CM Railroad; thence, along said Northerly right-of-way line, North 88°43'06" East a distance of 344.79 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence, leaving said Northerly right-of-way line, South 00°40'32" East a distance of 100.01 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the Southerly right-of-way line of said BG&CM Railroad; thence, leaving said Southerly right-of-way line, South 00°40'32" East a distance of 126.51 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the ordinary high water line on the right bank of the Clearwater River; thence, along said ordinary high water line, North 82°37'11" East a distance of 123.74 feet to a point; thence North 87°39'30" East a distance of 111.73 feet to a point; thence North 86°15'50" East a distance of 124.84 feet to a point; thence North 80°24'20" East a distance of 188.92 feet to a point; thence North 67°44'30" East a distance of 18.17 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence, leaving said ordinary high water line, North 00°34'52" West a distance of 97.64 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the Southerly right-of-way line of said BG&CM Railroad; thence continuing, North 00°34'52" West a distance of 102.58 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the

EB Buyer
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Northerly right-of-way line of said BG&CM Railroad; thence, continuing, North 00°34'52" West a distance of 218.60 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located at an existing fence; thence, along said fence, North 63°49'41" East a distance of 18.02 feet to a point; thence South 72°24'11" East a distance of 97.31 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence North 57°30'32" East a distance of 62.63 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence North 31°39'00" West a distance of 71.03 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence South 78°50'50" West a distance of 75.64 feet to a point; thence South 83°43'50" West a distance of 73.65 feet to a point; thence South 80°09'10" West a distance of 58.47 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the Southerly right-of-way line of Arrow Highline Road; thence, leaving said fence line, along said right-of-way line, around a 360.94 foot radius curve to the right through a central angle of 11°00'18" an arc distance of 69.33 feet, said curve having a chord bearing and length of South 60°02'29" West 69.22 feet, to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence South 65°32'38" West a distance of 198.26 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence South 72°43'33" West a distance of 70.53 feet to a point; thence around a 356.96 foot radius curve to the right through a central angle of 21°34'10" an arc distance of 134.38 feet, said curve having a chord bearing and length of South 83°30'38" West 133.59 feet, to a point; thence North 85°42'17" West a distance of 41.26 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap, said point being the **True Point of Beginning**;

Said parcel containing 5.00 acres, more or less. (Excluding that portion lying within the right-of-way of the BG&CM Railroad).

Subject to the right-of-way of the BG&CM railroad.

Also subject to any easements written, unwritten, recorded or unrecorded.

JA Seller
2-11-13
WLB Buyer
2-16-2013