

DEL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 05 2012

WATER RESOURCES
WESTERN REGION

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?
PD	78 260 B	Yes ☐		Yes ☐		Yes ☐
PD	78 7146	Yes ☐		Yes ☐		Yes ☐
PD	78 10262	Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: HOWARD BOSSART AND MILDRED BOSSART
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): ARNOLD D. HALL AND KORET HALL
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☒ and/or
7840 W. SAVANNAH CT.
Mailing address
GARDEN CITY ID 83714
City State ZIP
208/853-2572 arniehall@cablone.net
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: 20 NOVEMBER 2012

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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: Arnold D. Hall 12/3/2012
Signature of new owner/claimant Title, if applicable Date
Signature: Koret Hall 12/3/2012
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by MS Date 12/8/12 Receipt No. W040746 Receipt Amt. 75-
Approved by _____ Processed by RS Date 1.17.13

SUPPORT DATA

IN FILE # 78-260B

486540 COPY

Instrument # 486540

IDAHO COUNTY, IDAHO,

11-20-2012

02:28:43

No. of Pages: 4

Recorded for : IDAHO COUNTY TITLE

KATHY M. ACKERMAN

Fee: 19.00

Ex-Officio Recorder Deputy

WARRANTY DEED

THIS INDENTURE, made on this 14th day of November, 2012, by and between WILLIAM W. KILLGORE and SUSAN M. KILLGORE, husband and wife, of 8902 E. Player Dr., Sun Lakes, AZ 85248, hereinafter referred to as the Grantors, and ARNOLD D. HALL and KORET HALL, husband and wife, of 7840 Savannah Ct., Boise, ID 83714, hereinafter referred to as the Grantees.

WITNESSETH:

That the said Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations to them in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, having granted, bargained, sold, and by these presents do grant, bargain, sell, convey, and confirm all right, title, and interest that they have in the below described real property unto the said Grantees, their heirs and assigns, forever all the following described real property situate in the County of Idaho, State of Idaho, to wit:

See Schedule C, attached hereto and hereby incorporated by this reference.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues and profits thereof, and all estate, right, title, and interest in and to the said property as well in law as in equity of the said Grantors.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said Grantees, their heirs and assigns,

forever.

And the said Grantors, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they were well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in the manner and form aforesaid, and that the same are free and clear from all and former grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, *EXCEPT*:

- 1) General taxes for the year 2012, which are a lien, not yet due and payable.
- 2) Right of Way Deed, including the terms and conditions thereof, by and between Gene Tooman and Florence Tooman, husband and wife, and State of Idaho, recorded February 12, 1960 under Instrument No. 200775, Book 93 page 587, records of Idaho County, Idaho.
- 3) Easement, including the terms and conditions thereof, by and between Gene Tooman and Florence J. Tooman, husband and wife, and Idaho Power Company, a corporation, recorded August 2, 1966 under Instrument No. 224099, Book 105 page 225, records of Idaho County, Idaho.
- 4) Any adverse claims based on the assertion that the location of the Little Salmon River has moved subsequent to its adoption as a title boundary.

And that the above bargained premises, in the quiet and peaceable possession of the said Grantees, their heirs and assigns, against all and every person or persons lawfully claiming or to claim whole or any part thereof, the said Grantors will and shall WARRANT AND FOREVER DEFEND.

That this Deed is given by Grantors to Grantees not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantees to Grantors.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

William W. Killgore
WILLIAM W. KILLGORE

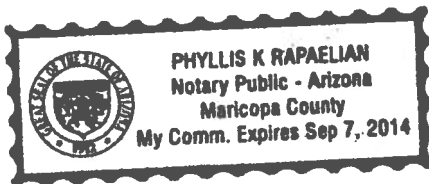
Susan M. Killgore
SUSAN M. KILLGORE

STATE OF Arizona)
County of Maricopa)
SS

On this 14 day of November, 2012, before me, a Notary Public in and for said County and State, personally appeared WILLIAM W. KILLGORE and SUSAN M. KILLGORE, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they freely executed the same.

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

(NOTARY SEAL)



Phyllis K. Rapaelian
Notary Public for the State of Arizona,
Residing at Sun Lakes, Az, therein.
My commission expires 9-7-14.

File No.: 24553

SCHEDULE C

Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 20:

A parcel of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 20;
thence N 69°45' W, 412 feet;
thence N 45°30' W, 252 feet, more or less, to a point in the westerly right of way line of U.S. Highway 95,
Project No. F-4113(16), the True Point of Beginning;
thence N 45°30' W, 24 feet, more or less, to the high water line of the Little Salmon River;
thence southwesterly 450 feet, more or less, along the easterly high water line to a point which bears N
54°37' W, from Station 387+42 of U.S. Highway 95, Project No. F-4113(16);
thence S 54°37' E, 240 feet, more or less, to a point in the westerly right of way line of said U.S. Highway
95;
thence N 35°23' E, 258 feet to a state highway right of way marker which bears N 54°37' W, 60 feet from
Station 390+00 of said Project No. F-4113(16);
thence N 19°26'17" E, 160 feet, more or less, to the True Point of Beginning.
Sometimes known as Assessor's Tax No. 97.

(end schedule c)

0412626

WARRANTY DEED



GRANTOR, MILDRED M. BOSSART, /a single person
Of 238 Old Saybrook Drive, Boise, ID
83706, for a good and valuable consideration, the receipt of which is
hereby acknowledged, does hereby grant, bargain, sell and convey to W.
WILLIAM W. KILLGORE
WAYNE KILLGORE & SUSAN M. KILLGORE, husband and wife, of 7326 W. Cholla,
Peoria, AZ 85345, as GRANTEE, and to grantee's heirs and assigns
forever, all of the following described real estate located in the County
of Idaho, State of Idaho, to wit:

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

TOGETHER with all improvements, water, water rights, ditches, ditch
rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2000, which are a lien, not yet due
and payable.
2. Right of Way Deed, including the terms and conditions thereof, by
and between GENE TOOMAN and FLORENCE TOOMAN, husband and wife,
and STATE OF IDAHO, recorded February 12, 1960, under Instrument
No. 200775, in Book 93 Page 587, records of Idaho County, Idaho.
3. Easement, including the terms and conditions thereof, by and
between GENE TOOMAN and FLORENCE J. TOOMAN, husband and wife, and
IDAHO POWER COMPANY, a corporation, recorded August 2, 1966,
under Instrument No. 224099, in Book 105 Page 225, records of
Idaho County, Idaho.
4. Any adverse claims based on the assertion that the location of
the Little Salmon River has moved subsequent to its adoption as
a title boundary.

TO HAVE AND TO HOLD the said premises, with their appurtenances,
unto the said Grantees, their heirs and assigns forever. And the said
Grantor does hereby covenant to and with the said Grantees that she is
the owner in fee simple of said premises; that she is free from all
encumbrances, and that she will warrant and defend the same from all
lawful claims whatsoever, except general taxes for the year 2000, and
easements, reservations, restrictions and rights-of-way of record or in
use.

1
2 In construing this deed, and where the context so requires, the
3 singular includes the plural and the masculine, the feminine and the
4 neuter.

5 IN WITNESS WHEREOF, Grantors have hereunto subscribed their names
6 to this instrument this 30 day of June, 2000.

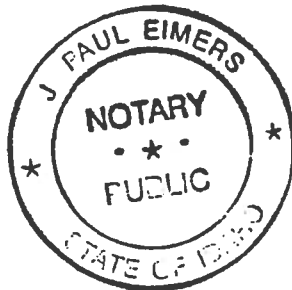
7 Mildred M. Bossart
8 MILDRED M. BOSSART

9 STATE OF IDAHO)
10 ss.
11 County of Idaho)

12 On this 30th day of June, 2000, before me,
13 J. Paul Eimers, a Notary for the said County and State,
14 personally appeared MILDRED M. BOSSART, known or identified to me to be
15 the person whose name is subscribed to the within instrument, and she
16 acknowledged to me that she freely executed the same and that the
17 statements therein contained are true.

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

20 (NOTARY SEAL)



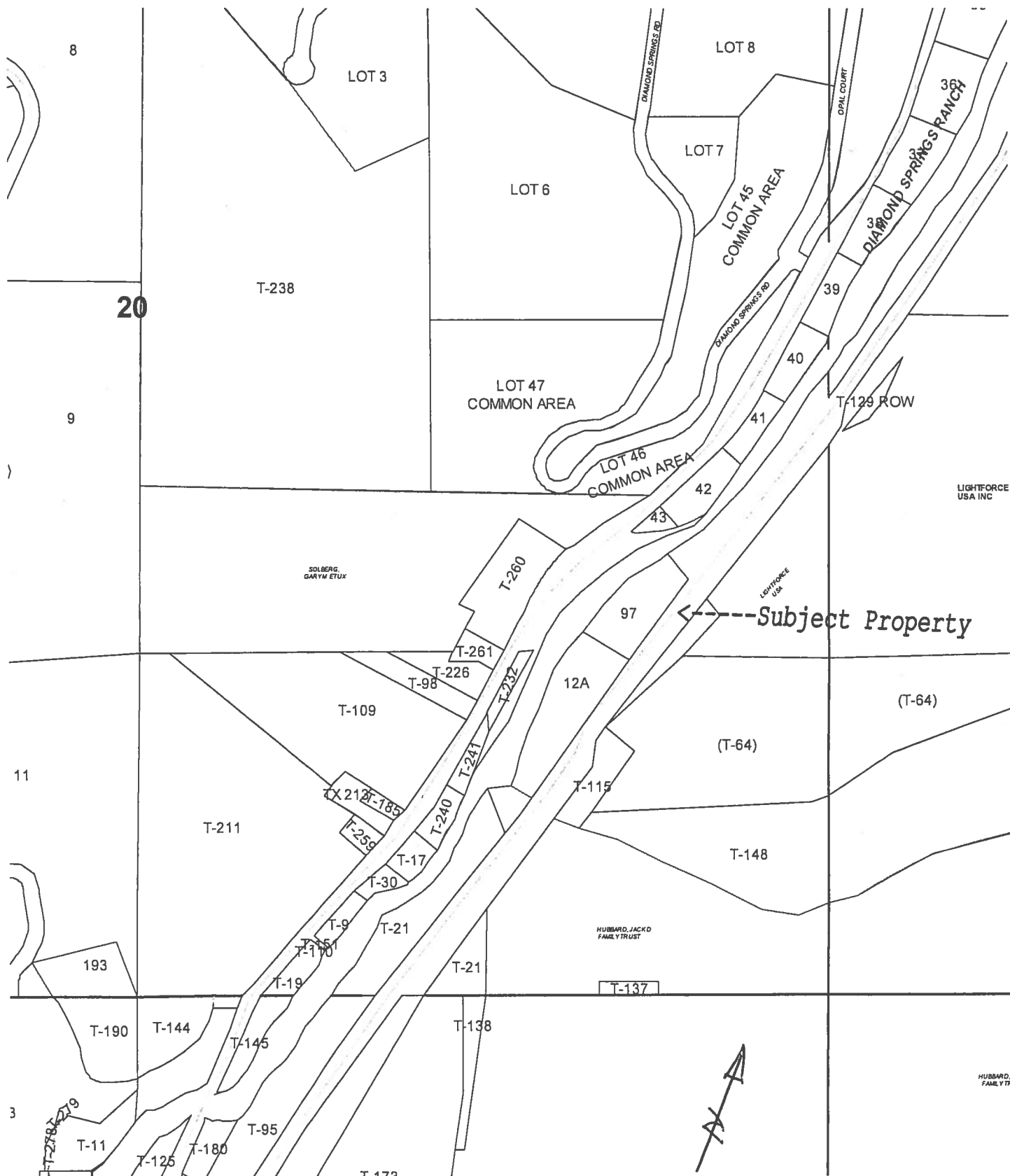
21 J. Paul Eimers
22 Notary Public for State of Idaho,
23 Residing at Grangeville, therein.
24 My commission expires on
25 6-27, 2005.

STATE of IDAHO	
County of Idaho	
Recorded at request of	
<u>Adco Co. Lumber Co.</u>	
at <u>3:40 P</u> m	on <u>7-13-00</u>
ROSE E. GEHRING	
By <u>Rose E. Gehring</u>	Recorder
Fee \$ <u>9.00</u>	Deputy

26
27
28 *mpuckled up*

EXHIBIT A

A parcel of land commencing at a point whence the NE corner of SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 20, Township 23 North, Range 1 East, Boise Meridian bears S. 69°45' E. 412 feet distant; thence N. 45°30' W. 252 feet, more or less, to a point in the Westerly Right-of-Way line of State Highway US #95, Project F-4113(16), the Real Point of Beginning; thence N. 45°30' W. 24 feet, more or less, to the high-water line of Little Salmon River; thence Southwesterly along the Easterly high-water line 450 feet, more or less, to a point which bears N. 54°37' W. from Station 387+42 of State Highway Project F-4113(16); thence S. 54°37' E. 240 feet, more or less, to a point in the Westerly Right-of-Way line of said highway; thence N. 35°23' E. 258 feet to a State Highway Right-of-Way marker which bears N. 54°37' E. 60 feet from Station 390+00 of said Project F-4113(16); thence N. 19° 26'17" E. 160 feet, more or less, to the Real Point of Beginning.

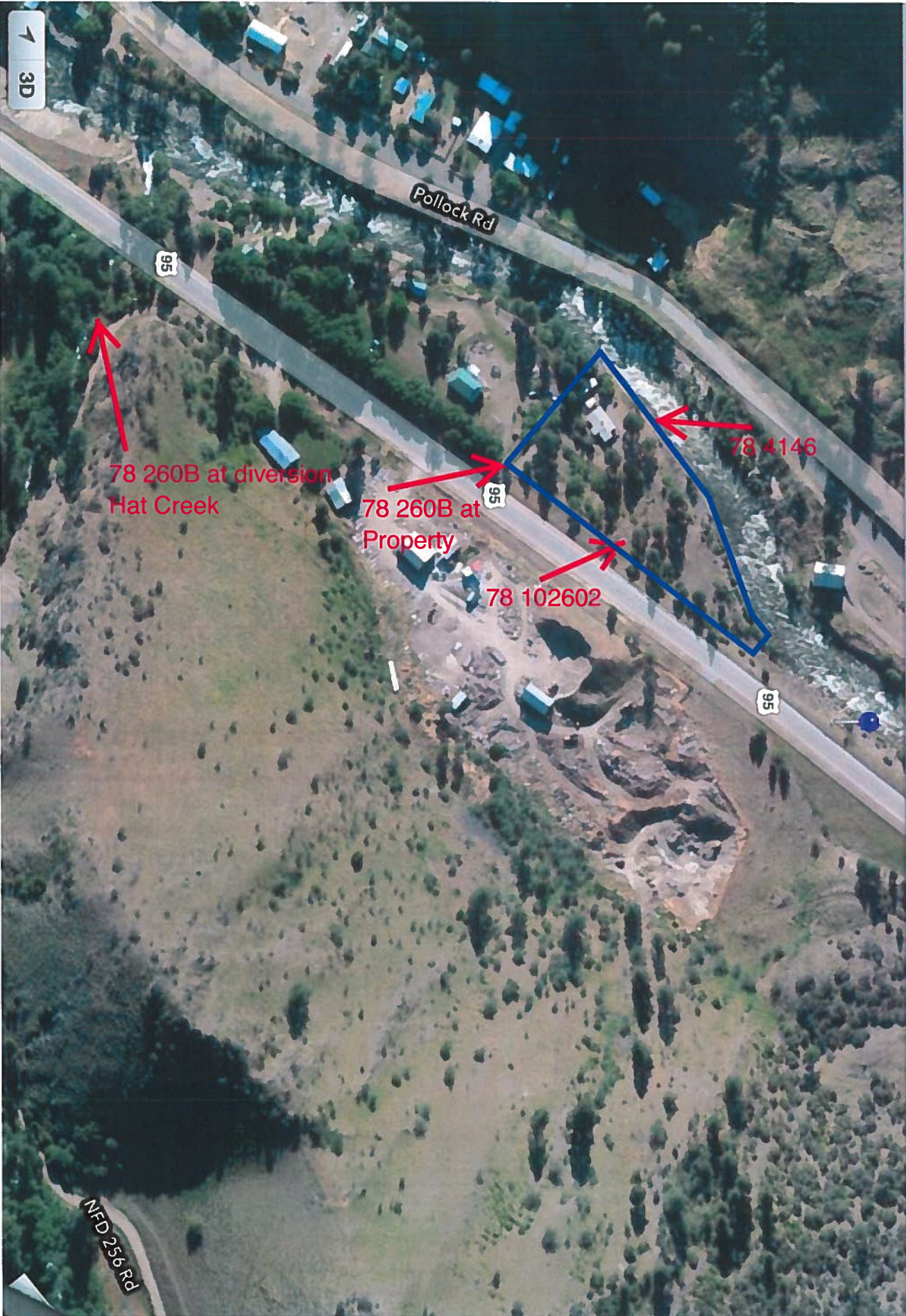


This Plat is made solely for the purpose of assisting in locating the land and the company assumes no liability for variations, if any, with an actual survey.

Directions



Q 6319 highway 95 Pollock, ID, United ...



3D
Compass icon

Pollock Rd

95

95

95

78 260B at diversion
Hat Creek

78 260B at
Property

78 102602

78 4146

NFD 256 Rd

Department of
Water Resources

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DEC 05 2012

WATER RESOURCES
WESTERN REGION

Water Right and Adjudication Search

Instruction & Helpful HintsClick balloons
for help

What do you already know?

Search Parameters

Name (Click to expand or collapse)	☐ Search for all Names (Clears Specific Search Options) ? ☒ Search for a specific Name • Last Name: BOSSART
Adjudication, Water Right & Basin or Transfer (Click to expand or collapse)	☐ Search for all Adjudication, Water Rights and Transfers (Clears Specific Search Options) ? ☒ Search for a specific Basin, Right or Transfer number • Basin Number: 78
Location of Use or Diversion (Click to expand or collapse)	☐ Search for all Locations of Use or Diversion (Clears Specific Search Options) ? ☒ Search for a specific Location by legal description • Location Type: POD and POU • Township: 23N • Range: 01E • Section: 20
Sources	☐ Search for all Sources (Clears Specific Search Options) ? ☒ Search for Surface Water, Ground Water or a specific Source &/or Tributary
Water Use	☐ Search for all Water Uses (Clears Specific Search Options) ? ☒ Search for a specific Water Use
Dates	☐ Search for all Dates (Clears Specific Search Options) ? ☒ Search for a specific Date Type & range of Dates
Water Right Types	☐ Search for all Water Right Types (Clears Specific Search Options) ? ☒ Search for one or more specific Water Right Types
Status	☐ Search for all Active Records (Clears Specific Search Options) ? ☒ Search for both Active & Inactive Records
Search Results (3) ? (Click to expand or collapse)	

Export Results to Excel

Clear All Items

Start Search

Click any column to sort table

Options	Type ?	Basin	Sequence	Suffix	Application Number	Basis	Status	Priority Date	Div. Rate (cfs)	Source	Water Use	Owner
Details More Options	Water Right	78	260	B		Decreed	Active	06/01/1927	0.04	HAT CREEK	IRRIGATION	BOSSART, HOWARD; BOSSART, MILDRED
Details More Options	Water Right	78	7146			Decreed	Active	05/22/1980	0.03	LITTLE SALMON RIVER	IRRIGATION	BOSSART, HOWARD; BOSSART, MILDRED
Details More Options	Water Right	78	10262			Decreed	Active	01/07/1975	0.04	GROUND WATER	DOMESTIC	BOSSART, HOWARD; BOSSART, MILDRED

Export Results to Excel

Clear All Items

Start Search

RECEIVED

DEC 05 2012

RESOURCES
WESTERN REGION

74 PROPERTY ADDRESS: #149 HWY 95,

ID#: HR 00-8

75 4. FINANCIAL TERMS: (CONTINUED)

76 H. OCCUPANCY: Buyer ☒ does ☐ does not intend to occupy property as Buyer's primary residence.

77 I. FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, Buyer shall not be obligated to
78 complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless Buyer
79 has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans
80 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
81 contract. Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the
82 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
83 Development will insure. HUD does not warrant the value or the condition of the property. Buyer should satisfy himself/herself that the price
84 and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than \$100.

85 5. ADDITIONAL TERMS AND/OR CONDITIONS:

93 6. ITEMS INCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE
94 PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached
95 television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm
96 windows, storm doors, window coverings, garage door opener(s) and NA transmitter(s), exterior trees, plants or shrubbery, water heating
97 apparatus and fixtures, attached fireplace equipment, swings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting
98 all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch
99 rights that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided
100 herein. The following additional items are specifically:

101 A. INCLUDE IN THIS SALE: RANGER, SWAMP COOLER, KENT WOOD HEATING STOVE, IRRIGATION PUMP

102 B. EXCLUDED IN THIS SALE: REFRIGERATOR

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

110 8. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or
111 lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based
112 paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with
113 all records, test reports or other information, if any, related to the presence of lead-based paint hazards on sold property. (c) That this contract
114 is contingent upon Buyer's right to have the property tested for lead-based paint hazards to be completed no later than
115 or the contingency will terminate. (d) That BUYER hereby ☐ waive ☐ do not waive this right. (e) That, if test results show unacceptable
116 amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given
117 in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the
118 contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

119 9. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and
120 insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and
121 ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged
122 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
123 BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

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

127 11. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER
128 agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual
129 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
130 any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit
131 any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

132 12. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of
133 the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ Not Applicable (NA).

134 13. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be
135 required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further
136 aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions
137 and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ Not Applicable (NA).
138 Association fees/dues are \$0.00 per NA

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

141 15. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho code, Section 67-5302.

142 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 4 Pages.

143 Buyer's Initials CMK Seller's Initials MMB 11/1/2009

144 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and
145 is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®
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JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

PROPERTY ADDRESS:

6319 S. Highway 95

Pollock

ID# 31859108

WESTERN REGION

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 The seller is aware that Koret Hall is a licensed Real Estate Broker

This offer is contingent upon the completion of the sale of the 50% ownership of the Hall' house at 180 Cow Creek Rd. Lucile, Idaho 83542

The buyers also require that they have an opportunity to do further inspection of the property, have the well tested and the septic system located and inspected prior to closing. The inspections are required to have satisfactory results.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

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

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

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

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

(B). TITLE COMPANY: The parties agree that Idaho County Title Title Company located at 319 W. Main St - Grangeville, Idaho shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a 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 (ADA) (MM) Date 7/18/2012

SELLER'S Initials (MWK) (MMK) Date 07/18/2012

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JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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 Idaho Association of REALTORS® The 1st Step for Real Estate in Idaho	RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT	JULY 2012 EDITION Page 1 of 7 
THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.		

ID# 31859108 DATE 07/17/2012

LISTING AGENCY Heath Realty Office Phone # 208-628-3322 Fax # 208-628-3082
 Listing Agent Vickie Heath E-Mail vheath@frontier.net Phone # 208-628-3829

SELLING AGENCY Salmon River Realty Office Phone # 208-628-3320 Fax # 208-628-3697
 Selling Agent Vicky Lowe E-Mail vlowe@frontier.com Phone # 208-628-3401

1. BUYER: Arnold D. Hall and Koret Hall H & W
 (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 6319 S. Highway 95
Pollock City Idaho County, ID, Zip 83547 legally described as:

Tax # 97, T23N R1E, Sec 20

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

2. \$ 165,000.00 PURCHASE PRICE: One Hundred Sixty-Five Thousand and Zero/100 DOLLARS,
 payable upon the following TERMS AND CONDITIONS (not including closing costs):

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
 (A). \$ 1,000.00 EARNEST MONEY: BUYER hereby deposits One Thousand and Zero/100
 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 _____ for the benefit of the parties hereto.
 THE RESPONSIBLE BROKER SHALL BE: Vicky Lowe

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

(C). \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☐ FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ IHFA ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at ☐ Fixed Rate ☐ Other _____ in the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
☐ SECOND LOAN of \$ _____ 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 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). \$ 164,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in: ☒ Cash ☐ Other _____

BUYER'S Initials (ADH x LKH) Date 7/18/2012

SELLER'S Initials (VRK x JMK) Date 07/18/2012

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