

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 26 2012

Department of Water Resources
Eastern 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?
11-07380 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Kenneth Hukill - David Evans
Arleta S. Evans Calvin L. Ross
Susan K. Ross
 Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Richard L. Jackson
 Name of each new owner as listed on the conveyance document
Elna Gay Jackson
 New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or
496 Island View Circle
 Mailing address
Farmington Utah 84025
 City State ZIP
801-451-2463 rjackson2463@msn.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: 6/9/97

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: Richard L. Jackson owner 11/22/12
 Signature of new owner/claimant Title, if applicable Date
 Signature: Elna Gay Jackson owner 11/22/12
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:
 Received by [Signature] Date 11/27/2012 Receipt No. E038205 Receipt Amt. \$25. -
 Approved by [Signature] Processed by [Signature] Date 12/11/2012

WARRANTY DEED

For Value Received,

DAVID E. EVANS AND ANITA J. EVANS, HUSBAND AND WIFE; AND
CALVIN L. ROSS AND SUSAN K. ROSS, HUSBAND AND WIFE.,
Of 444 JOES GAP ROAD, MONTEPELIER, County of BEAR LAKE, State of ID., 83254,

INDEXED

THE GRANTOR(S),

do hereby, grant, bargain, sell, and convey unto

RICHARD JACKSON AND ELNA JACKSON, HUSBAND AND WIFE.,
Of 1537 NORTH CHERRY CIRCLE, FARMINGTON, County of DAVIS, State of UT., 84025,

THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land in the County of BEAR LAKE, State of Idaho:

TOWNSHIP 12 SOUTH, RANGE 42 EAST OF THE BOISE MERIDIAN:

Section 24: All that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwesterly of U.S.
Highway 36.

Section 25: All that portion of the N $\frac{1}{2}$ N $\frac{1}{2}$ lying Southwesterly of U.S.
Highway 36.

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that they are the owner(s) in fee simple of said premises; that they are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED THIS 9TH DAY OF JUNE, 1997.

David E. Evans
DAVID E. EVANS

Anita J. Evans
ANITA J. EVANS

Calvin L. Ross
CALVIN L. ROSS

Susan K. Ross
SUSAN K. ROSS

STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 9th day of June, 1997, before me a Notary Public in and for the State, personally appeared

DAVID E. EVANS & ANITA J. EVANS, HUSBAND AND WIFE;
AND CALVIN L. ROSS & SUSAN K. ROSS, husband and wife.

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and seal the day and year in the certificate first above written.

Shirley J. Brown
Notary Public
Residing at: OVID, IDAHO
My Commission Expires 7-7-98

1997 JUN 17 AM 10 12
DEPUTY FEE

BEAR LAKE COUNTY RECORDER

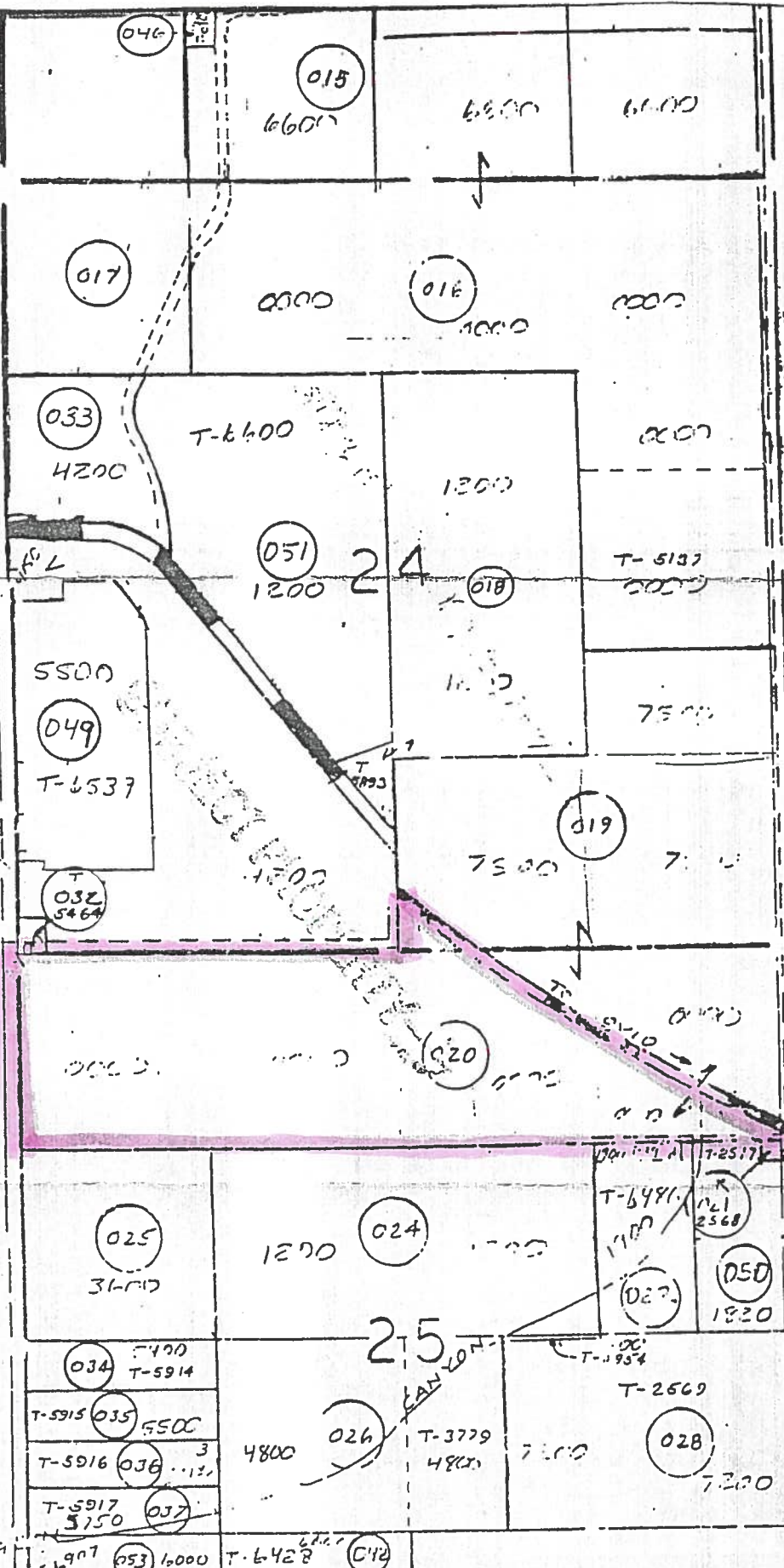
166934

MAIL TAX NOTICE TO:

RICHARD JACKSON AND ELNA JACKSON
1587 NORTH CHERRY CIRCLE, FARMINGTON, UT 84403

FOREST BOUNDARY

U.S.



COPENHAGEN

This sketch is provided without charge for your information, it is not intended to show all matters related to the property including, but not limited to area dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify the commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.

COPY

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO

NO 25

Shares 9 13/25

MILL CANYON NORTH CANAL COMPANY

CAPITAL STOCK \$2,000.00

LIBERTY, BEAR LAKE COUNTY, IDAHO

THIS CERTIFIES THAT Kenneth H. Kill is the owner of Three and 13/25 Shares of the Capital Stock of MILL CANYON NORTH CANAL COMPANY transferable only on the books of the Corporation by the holder hereof in person or by Attorney, upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation this 24 day of March 1908

Lawley & Carl SECRETARY
Morrison Hymas PRESIDENT

© 606553

Prepared-For:
WARDLEY BETTER HOMES & GARDENS
862 WASHINGTON
MONTPELIER, ID 83254

Agent:
FIRST IDAHO TITLE COMPANY
469 Washington
Montpelier, Idaho 83254

COMMITMENT FOR TITLE INSURANCE

COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No. 19970270

SCHEDULE A

1. Effective Date: 06/06/97 at 10:00 A.M.

2. Policy or Policies to be issued: AMOUNT

A. (X) ALTA OWNER POLICY: 10-17-92 \$ 110,000.00

Proposed Insured:

RICHARD JACKSON and ELNA JACKSON

B. () ALTA LOAN POLICY: 10-17-92 \$

Proposed Insured:

3. The estate or interest in the land described or referred to in the Commitment and covered herein is fee simple and is at the effective date hereof vested in:

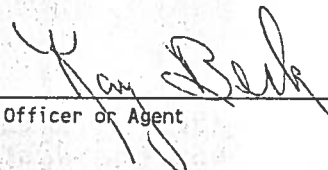
DAVID E. EVANS & ANITA J. EVANS, h/w, and CALVIN L. ROSS & SUSAN K. ROSS, h/w

4. The land referred to in this Commitment is situated in the County of Bear Lake, State of IDAHO, and described as follows:

TOWNSHIP 12 SOUTH, RANGE 42 EAST OF THE BOISE MERIDIAN:

Section 24: All that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwesterly of U.S. Highway 36.

Section 25: All that portion of the N $\frac{1}{2}$ N $\frac{1}{2}$ lying Southwesterly of U.S. Highway 36.


Authorized Officer or Agent

Valid Only if Schedule B and Cover are Attached



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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



ID# 197912

DATE 5-24-97

1. REAL ESTATE OFFICES:

Listing Agency Wendy Butler Homes MLS# 197912
Listing Agent Name Wendy Butler (home) 197912
Phone #(office) 197912

Selling Agency Wendy Butler Homes MLS# 197912
Selling Agent Name Wendy Butler (home) 197912
Phone #(office) 197912

2. BUYER AND LEGAL DESCRIPTION:

Richard and Elean Jackson (Hereafter called "BUYER")
agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known
as 140 ACRES West of Hwy 30 City Shoshone (died) County Boise Idaho, Zip 83260
legally described as: 12 S. R 42 E. East of Boise Shoshone Nation of Sect 35
and 24

3. TOTAL PURCHASE PRICE: One hundred thousand dollars DOLLARS,
\$ 100,000 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E+F+G should add up to total purchase price, except for 100% financing)
\$ 1000 A. EARNEST MONEY: BUYER hereby deposits One thousand DOLLARS as Earnest Money evidenced

by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other 1000 and a receipt
is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by:

☒ Listing Broker; ☐ Selling Broker ☐ other Janette Gailley for the benefit of the parties hereto and
the responsible Broker shall be Janette Gailley (Broker) shall hold the completely executed Broker's copy of this Agreement.

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 28 through 64, fill blanks with N.A.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IFA
☐ RD ☐ OTHER FIRST LOAN of \$ 111 not including mortgage insurance, with interest

not to exceed 111 % for a period of 111 year(s) at: ☐ fixed rate ☐ other 111 BUYER
shall pay no more than 111 point(s) plus origination fee if any. SELLER shall pay no more than 111 point(s). Any reduction in
points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for such loan within
111 business day(s) of SELLER's acceptance. Within 111 business days of SELLER'S acceptance BUYER agrees to furnish
SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only
to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the stated time
allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is
required by lender, the property must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S
request.

D. EXISTING LOAN(S): This Agreement is contingent upon ☐ the Assumption of or ☐ Subject to the following loans,
if any: ☐ FIRST LOAN of approximately \$ 111 payable at \$ 111 (including PI) per month, with

interest currently at 111 % ☐ fixed rate ☐ other 111. Assumption Fee, if any, not to exceed 111

☐ SECOND LOAN of approximately \$ 111 payable at \$ 111 (including PI) per month, with interest
currently at 111 % ☐ fixed rate ☐ other 111. Assumption Fee, if any, not to exceed 111

SELLER shall within 111 business day(s) of acceptance provide BUYER with copies assumed or taken subject to. Within 111 business
day(s) of receipt thereof BUYER shall in writing notify SELLER of his/her approval or disapproval of such terms of the aforementioned
documents. SELLER shall furnish BUYER a current loan information statement of the above loan(s) within 111 business day(s)
of acceptance. In the event of Assumption, BUYER shall use his/her best efforts to obtain the consent of the lender of record to
assume the above loan(s) within 111 business day(s) of acceptance, or waive this condition in writing. All charges related to such
assumption shall be paid by the ☐ BUYER ☐ SELLER ☐ Shared Equally.

☐ ASSUMPTION of FHA/VA Loan with Release of Liability. BUYER shall assume SELLER'S potential indemnity liability to the U.S.
Government for the repayment of the loan. BUYER is also qualified and ☐ will or ☐ will not reinstate SELLER'S eligibility.

E. SELLER TO CARRY: ☐ FIRST LOAN ☐ SECOND LOAN ☐ OTHER LOAN.

BUYER to execute: ☐ a Contract for Deed or ☐ a note secured by a ☐ Deed of Trust or ☐ Mortgage on the property, 111
of SELLER, for the balance of \$ 111 payable at \$ 111 per month, including interest 111 per
annum for 111 years and with the entire balance due 111 year(s) from date of note or contract for deed.

The entire balance of loan is due and payable upon sale or transfer of property: ☐ YES ☐ NO.

FINANCIAL STATEMENT: Within 111 business day(s) of acceptance, BUYER shall furnish SELLER: ☐ a current financial
statement ☐ credit report or ☐ both, for the sole purpose of credit approval, which approval shall not be unreasonably withheld.
BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER'S expense and
SELLER shall notify BUYER within 111 business day(s) of receipt of financial statement and/or credit report, of approval or
disapproval of BUYER'S credit in writing.

F. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐ Additional financial terms are contained in an addendum of same date, attached hereto, signed by both parties.

G. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing
in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between
the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual balances of said
loans at closing of escrow shall be adjusted in: ☒ Cash ☐ Other:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 4 Pages.

BUYER'S Initials 111 SELLER'S Initials 111

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R.E.21 EFFECTIVE DATE JULY 1, 1996

BUYER'S COPY WITH SELLER'S ACCEPTANCE

PROPERTY ADDRESS: 140 Acres West of Hwy 30
 4. FINANCIAL TERMS: (CONTINUED)

ID#: 197912

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

I. 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. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than \$100.

5. ADDITIONAL TERMS AND/OR CONDITIONS:

6. 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 attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, 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, built-in and "drop-in" ranges (but excepting 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 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 herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: All oil, gas, mineral rights that on which property - Aug and all water (irrigation) rights

B. EXCLUDED IN THIS SALE: None

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

8. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (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 my right to have the property tested for lead-based paint hazards to be completed no later than [] or the contingency will terminate. (d) That BUYER hereby ☒ waive ☐ do not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

9. 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.

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

11. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instruction are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

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

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

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 damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

15. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-530.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 4 Pages.

BUYER's Initials [Signature] SELLER's Initials [Signature]

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R.E.21 EFFECTIVE DATE JULY 1, 1996

BUYER'S COPY WITH SELLER'S ACCEPTANCE

PROPERTY ADDRESS: 2000 DICKES West of Hwy 30 ID #: 197912

16. **INSPECTION:** BUYER chooses ☐ to have inspection; ☒ not to have inspection. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. If BUYER chooses not to have inspection skip lines 176 to 191. BUYER shall, within 10 business day(s) complete these inspections and give to SELLER written notice of items disapproved of. 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. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written home inspection. SELLER shall have 10 business day(s) in which to respond in writing.
3. If SELLER does not respond within the strict time period specified, BUYER shall have 10 business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.
4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.
17. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately 10 day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.
18. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ 0 lender/appraiser inspection required costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				NA	Title Ins. Lender's Extended ALTA				NA
Closing Escrow Fee			✓		Title Ins. Owner's Extended Policy				NA
Contract Preparation			✓		Title Ins. Standard Policy		✓		
Document Preparation			✓		Septic Inspection				NA
Flood Certification Fee				NA	Septic Pumping				NA
Flood Tracking Fee				NA	Survey				NA
Loan Assumption Fee				NA	Well Inspection				NA
Tax Service Fee				NA					

19. TITLE INSURANCE:

- (A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 10 business day(s) from receipt of the commitment or until twenty-four (24) hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 10 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.
- (B) **STANDARD TITLE POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER.
- (C) **LENDER'S ADDITION (ALTA POLICY):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lenders Addition (ALTA) Policy. This extended coverage lenders policy will cover those claims against the property that may have become legal obligations before the purchase of the home and yet may not be public record until after the purchase.
- (D) **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title insurance company about what it offers in the way of extended coverage. Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☒ SELLER.

(E) The parties agree that First Idaho Title Co. Title Company shall provide title policy and preliminary report of commitment.

20. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof and all of which shall together constitute one and the same instrument.
21. **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 best quality, agreements or representations not expressly set forth herein shall be binding upon either party.
22. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 4 Pages.

BUYER's Initials [Signature] SELLER's Initials [Signature]

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R.E.21 EFFECTIVE DATE JULY 1 1996

BUYER'S COPY WITH SELLER'S ACCEPTANCE

ADDENDUM TO SETTLEMENT STATEMENT

The undersigned Buyer and Seller hereby approve the foregoing statement and authorize FIRST IDAHO TITLE COMPANY to complete the transaction in accordance herewith. All instruments may be delivered or recorded and funds disbursed.

The undersigned hereby also acknowledge that they have chose not to have a survey completed on subject property. The undersigned Buyers and Sellers affirm that the legal description on the closing documents of even date herewith is satisfactory, and the undersigned herein agree to hold FIRST IDAHO TITLE COMPANY and the undersigned Real Estate Company harmless as to any dispute resulting from not having a survey done at the time of this transaction.

The undersigned understand that the County tax prorations are based on the 1996 taxes in the amount of \$ 188.00, on Bear Lake County Parcel # 2753.02.

Specifically included in this sale: Any and all oil, gas, and mineral rights and water (irrigation) rights appertaining to this property.

The undersigned hereby give permission to FIRST IDAHO TITLE COMPANY to disclose following to the Internal Revenue Service upon request.

1. Sellers Name: Individuals, Corporations, or Partnership
2. A brief description of the property.
3. The gross amount of the purchase price.
4. The Tax I.D. number of the Seller.
5. Type of Transaction: i.e. Sale, Exchange, Refinance, etc.
6. Sellers forwarding address
7. Date of Transaction
8. Escrow File Number

NOTE: The parties understand that they will have all utilities read and transferred as of the date of Possession.

Dated this 09 day of JUNE, 1997

SELLERS

David E. Evans
DAVID E. EVANS

Anita J. Evans
ANITA J. EVANS

Calvin L. Ross
CALVIN L. ROSS

Susan K. Ross
SUSAN K. ROSS

TAX IDENTIFICATION NUMBERS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BUYERS

Richard Jackson
RICHARD JACKSON

Elma Jackson
ELMA JACKSON

TAX IDENTIFICATION NUMBERS

[REDACTED]

[REDACTED]

FIRST IDAHO TITLE is occasionally asked to confirm sales information to Appraisers and/or Brokers for comparable purposes. May we furnish information from this sale for comparable purposes, if requested?

SELLERS: YES _____ NO _____
BUYERS: YES YES NO _____