

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 27 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?
29-13119 OK	Yes ☐		Yes ☐		Yes ☐
29-13118 OK	Yes ☐		Yes ☐		Yes ☐
29-13120 OK	Yes ☐		Yes ☐		Yes ☐
29-2115A OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Nick Phillips
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): J & C Properties Group, LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

470 N 2450 W

Mailing address

Tremonton UT 84337

City State ZIP

435-257-4963 Courtney@Sierrahomes.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: 10/27/2010
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: [Signature] Manager/Member 9/25/12
- Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Title, if applicable Date
- Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only

Received by JB Date 9/27/2012 Receipt No. E038095 \$25.00

Approved by JB Processed by JB Date 10/17/2012 Receipt Amt. \$75.00

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA

IN FILE # 29-2115A

AFTER RECORDING MAIL TO:

~~J & C Properties Group, LLC~~
~~8242 East Solveson Road~~
~~Downey, ID 83234~~

WARRANTY DEED

File No.: 344129-P (ts)

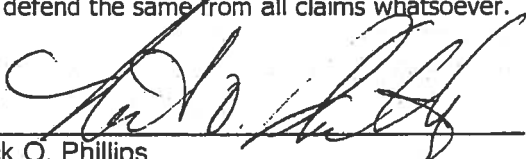
Date: October 26, 2010

For Value Received, **Nick Phillips and Amy Phillips, also shown of record as Nick O. Phillips and Amy E. Phillips, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **J & C Properties Group, LLC, a Utah Limited Liability Company**, hereinafter referred to as Grantee, whose current address is **470 North 2450 West, Tremonton, UT 84337**, the following described premises, situated in **Bannock County, Idaho**, to wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

Together with water right #29-13119, #29-13118 and #29-13120.

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


Nick O. Phillips


Amy E. Phillips

APN: R4435001100

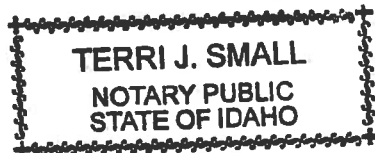
Warranty Deed
- continued

File No.: 344129-P (ts)
Date: 10/26/2010

STATE OF Idaho)
COUNTY OF Bannock)
SS.

On this 26th day of **October, 2010**, before me, a Notary Public in and for said State, personally appeared **Nick O. Phillips and Amy E. Phillips**, known or Identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/28/2011

APN: R4435001100

Warranty Deed
- continued

File No.: 344129-P (ts)
Date: 10/26/2010

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Bannock, State of Idaho, described as follows:

PARCEL 1:

W2SW4, S10-T11S-R38E, BANNOCK COUNTY, STATE OF IDAHO.

PARCEL 2:

E2SE4, S20-T11S-R38E, BANNOCK COUNTY, STATE OF IDAHO.

PARCEL 3:

SW4, S21-T11S-R38E, BANNOCK COUNTY, STATE OF IDAHO.

PARCEL 4:

NW4, W2SW4, S28-T11S-R38E, BANNOCK COUNTY, STATE OF IDAHO.

PARCEL 5:

E2SE4, SECTION 29, TOWNSHIP 11 S, RANGE 38 E, BANNOCK COUNTY, STATE OF IDAHO.

PARCEL 6:

W2SE4, E2NE4, S2NW4, SW4NE4, E2SW4, NW4SW4, S29-T11S-R38E, BANNOCK COUNTY, STATE OF IDAHO.

PARCEL 7:

EAST HALF OF THE SOUTHWEST QUARTER, LOT 2 AND LOTS 3 AND 4 ALL IN SECTION 31, TOWNSHIP 11 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO:

A TRACT IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY RECORDER, KNOWN AS TAX #2, MORE OR LESS, AND DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO AND ALSO THE FOLLOWING DESCRIBED TRACT:

APN: R4435001100

Warranty Deed
- continued

File No.: 344129-P (ts)
Date: 10/26/2010

BEGINNING AT A POINT 39 RODS EAST FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 38 E.B.M.; AND RUNNING THENCE EAST 41 RODS; THENCE NORTH 62 RODS; THENCE SOUTHWESTERLY 67½ RODS; THENCE SOUTH 13 RODS TO THE PLACE OF BEGINNING.

PARCEL 8:

W2NE4, E2NW4, NW4SE4, NE4SW4, S32-T11S-R38E, BANNOCK COUNTY, STATE OF IDAHO.

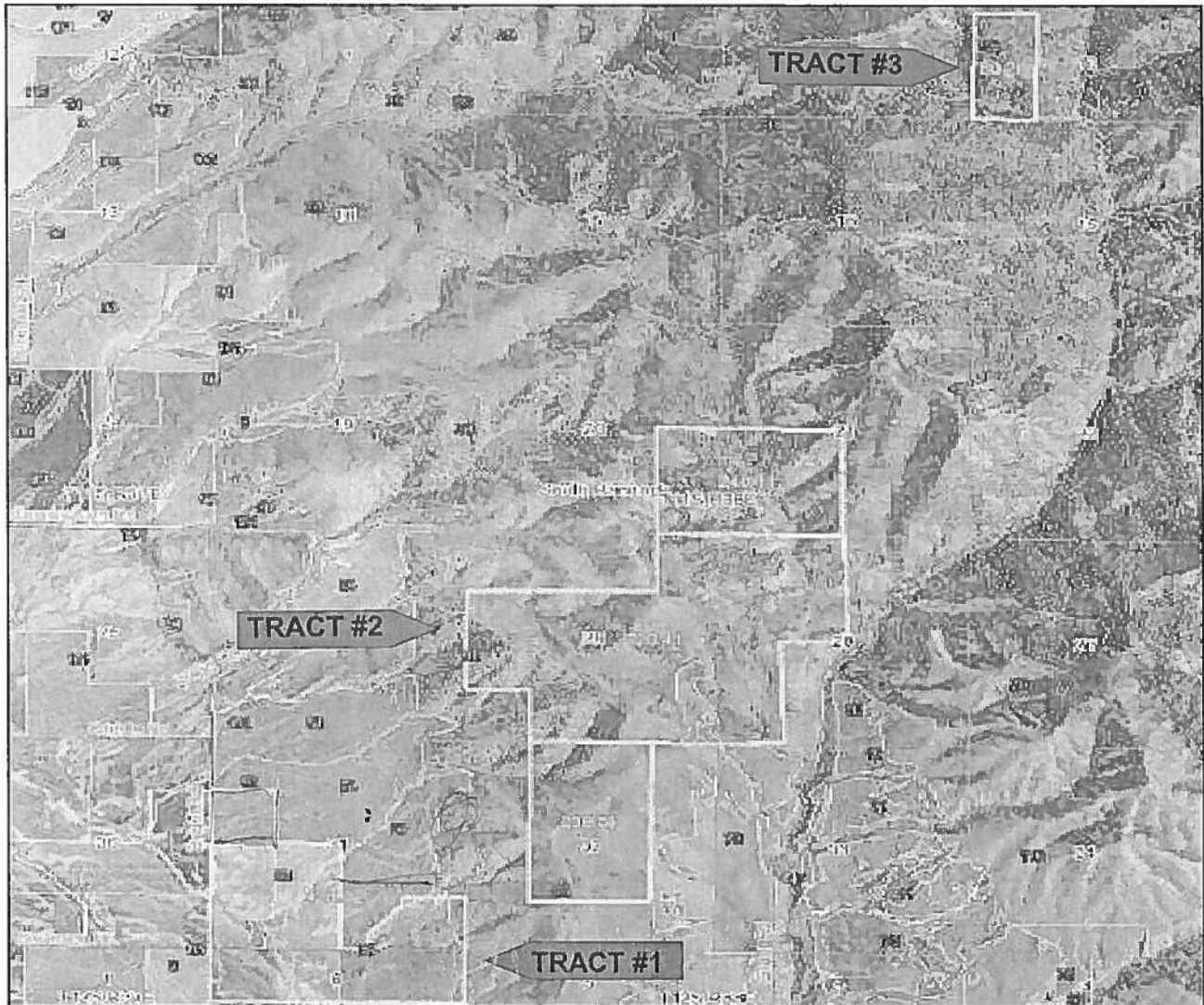
PARCEL 9:

LOTS 1, 2, 3 AND 4 ALL IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

APN: R4435001100

Map Addendum

Aerial Map



map center: 42° 20' 48.32", 112° 2' 28.08"
scale: 44040

Maps provided by
surety
©4grData, Inc. 2010
www.AgrDataInc.com

20-11S-38E
Bannock County
Idaho



7/20/2010

Field borders provided by Farm Service Agency as of 5/21/2002. Aerial photography provided by Aerial Photography Field Office.

760-2557



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer J & C Properties offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ 1000.00 in the form of Check which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: [Signature] on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: _____ Phone Number: _____

OFFER TO PURCHASE

1. PROPERTY: 8242 E. SALVISON RD. DOWNEY, ID
also described as: NICK & AMY PHILLIPS PROPERTY
City of DOWNEY County of BANNOCK State of IDAHO ZIP 83234 (the "Property").
1.1 Included Items. (specify) ALL ATTACHED ITEMS EXCEPT THOSE SPECIFIED IN ADDENDUM.
1.2 Water Rights/Water Shares. The following water rights and/or water shares are included in the Purchase Price.
☒ See Attached Shares of Stock in the All water currently with Property. (Name of Water Company)
☐ Other (specify) _____

2. PURCHASE PRICE The purchase price for the Property is \$ 750,000.00
The purchase price will be paid as follows:

\$ 1000.00 (a) Earnest Money Deposit. Under certain conditions described in this Contract THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$ 375,000.00 (b) New Loan. Buyer agrees to apply for one or more of the following loans:

☐ CONVENTIONAL ☒ OTHER (specify) Farm Loan

If the loan is to include any particular terms, then check below and give details:

☐ SPECIFIC LOAN TERMS _____

\$ 174,000.00 (c) Seller Financing. (see attached Seller Financing Addendum, if applicable)

\$ 200,000.00 (d) Other (specify) Home & or Outbuildings.

\$ 0 (e) Balance of Purchase Price in Cash at Settlement.

\$ 750,000.00 PURCHASE PRICE. Total of lines (a) through (e)

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (½) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: ☐ Upon Closing ☐ Other (specify) _____

Page 1 of 5 pages Seller's Initials SS Date 5/26/10 Buyer's Initials NP AP Date 5.26.10
BUYER SELLER

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this contract:

☒ Seller's Initials ☐ Buyer's Initials

Listing Agent _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent;
Listing Broker for _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
(Company Name) as a Limited Agent;
Buyer's Agent _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent;
Buyer's Broker for _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
(Company Name) as a Limited Agent;

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) Other (specify) _____

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor;
- (d) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;
- (e) ☒ IS ☐ IS NOT conditioned upon the Property appraising for not less than the Purchase Price;
- (f) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in Section 2 above;
- (g) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify) _____

If any of items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as Buyer's "Due Diligence." Unless otherwise provided in this Contract, Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a final pre-closing inspection under Section 11.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in Section 24(b) Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

Page 2 of 5 pages
Buyer _____ Seller _____
Date 5/26/10 Buyer's Initials NP AP Date 5/26/10

9. ADDITIONAL TERMS. There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☒ Addenda No.'s 1
☒ Seller Financing Addendum ☐ Other (specify) _____

10. SELLER WARRANTIES AND REPRESENTATIONS.

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

IF ANY PORTION OF THE PROPERTY IS PRESENTLY ASSESSED AS "GREENBELT" (CHECK APPLICABLE BOX):

☐ SELLER ☒ BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF ANY ROLL-BACK TAXES ASSESSED AGAINST THE PROPERTY.

10.2 Condition of Property. Seller warrants that the Property will be in the following condition ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER:

(a) the Property shall be free of debris and personal property;

(b) the Property will be in the same general condition as it was on the date of Acceptance.

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the Property to determine only that the Property is "as represented," meaning that the Property has been repaired/corrected as agreed to in Section 8.4, and is in the condition warranted in Section 10.2. If the Property is not as represented, Seller will, prior to Settlement, repair/correct the Property, and place the Property in the warranted condition or with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement sufficient to provide for the same. The failure to conduct a final pre-closing inspection or to claim that the Property is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the Property as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances affecting the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

☒ SHALL

☐ MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation

in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline 6/24/10 (Date)

(b) Due Diligence Deadline NA (Date)

(c) Settlement Deadline Sept 1 2010 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 [] AM ☒ PM Mountain Time on 5/26/10 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

[Signature] 5/26/10
(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

(Buyers' Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

Buyer [Signature]
Seller's Initials

Date 5/26/10

Seller [Signature]
Buyer's Initials

Date 5/26/10

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____

[Signature] 5/26/10 3:30 [Signature] 5-26-10 3:30
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

NICK PHILLIPS 8242 SALVISON DUNN, T.O. 83234 208-897-9921
(Sellers' Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

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UAR FORM 19

Buyer [Signature] Date 5/26/10 Seller NP Date 5/26/10
Seller's Initials Buyer's Initials

Addendum #1

\$750,000.00 purchase price

\$200,000.00 Home and or outbuildings to be built by Buyer

\$375,000.00 To be at closing in the form of loan

\$175,000.00 Owner Carry back for 10 years with \$10,000.00 per year. First Payment is due Sept 1, 2011 each payment to be on same date of consecutive years.

Final payment of \$85,000.00 to be due on Sept 1, 2020.

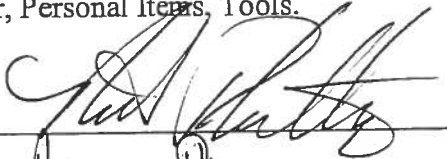
Home to be complete for occupancy on or before May 1, 2011

Sellers to be able to stay in home on property until such time that their new home is complete for occupancy. Horse's can stay on property as long as Sellers are living in home. Up to 50 head of Cattle can be on property on lower pasture until Dec 1, 2010 or to be negotiated. *Rent Free M.P.*

Seller will put new pressure tank on well

Seller has option to put lien on 100 cows until dept is payed in full. As debt decreases below value of 100 cattle lien will be released to equal value.

Excluded items: Portable Stock panels, Bulk Fuel tank, Tack, Equipment, Fridge, Freezer, Personal Items, Tools.

Seller		Date	<u>5/26/10</u>
Seller		Date	<u>5-26-10</u>
Buyer		Date	<u>5/26/10</u>