

Water Supply Bank No. _____
(For Department Use Only)

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

OCT 05 2012

DEPARTMENT OF
WATER RESOURCES

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

Name of Renter Richard and/or Helen Spalding Phone (415) 776-2494

Mailing address 831 Mason Street, San Francisco, CA 94108 Email dick@kearnyvp.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) 0.03 Maximum Volume (ac-ft) 3.5 Nature of Use irrigation Period of Use April 15 to November 1

Total: 0.03 3.5

2. Source of water ground water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
5N	17E	23			NW	SE	Blaine

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	17E	23														1.0			1.0

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 1.0

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion? Yes ☐ No ☒

If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. See Addendum

2. Do you own the land at the proposed place of use? Yes ☐ No ☒

If no, list owner, contact information, and provide documentation of the authority to use the proposed place of use. See Addendum

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Well, pump & pressurized sprinkler irrigation system
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
Domestic well water right for home on property
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe. _____
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

E. RENTAL TERM

1. Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 3

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. The Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.


Signature of Applicant

Helen Spalding
Printed Name and Title*

10/1/12
Date

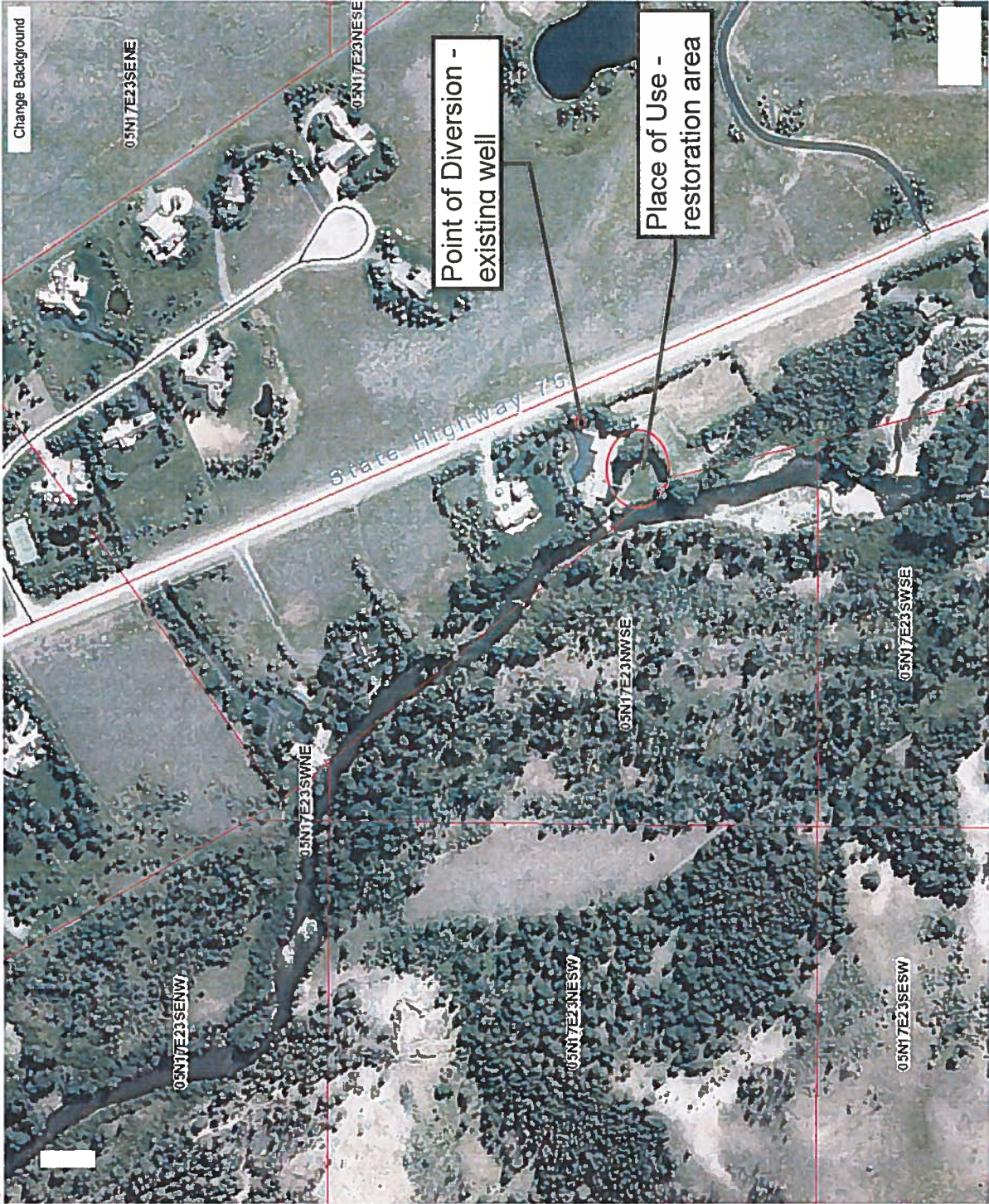

Signature of Applicant

RICHARD SPALDING
Printed Name and Title*

10/1/12
Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

RICHARD & HELEN SPALDING
APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
MAP



- Layers
- Legend
- Layers
- Base Map
- Major Roads
- Streets
- Cities
- Counties
- Townships
- Sections
- PLSOQ
- Water
- Major Rivers
- Wells
- Point of Diversion
- POD - Adjudication Claims
- POD - Adjudication Recommendations
- POD - Permits
- POD - Water Rights
- Place of Use
- POU - Adjudication Claims
- POU - Adjudication Recommendations
- POU - Permits
- POU - Water Rights
- Ground Water
- Eastern Snake Plain Aquifer

SELECT ACTIVE LAYER

2468377; 1394407

0 90meters

**ADDENDUM TO APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
RICHARD & HELEN SPALDING, APPLICANTS**

Richard & Helen Spalding ("Spalding") are the buyers, with the Whittier Trust Company, Trustee as seller, pursuant to that certain Real Estate Purchase and Sale Agreement, counteroffers and addendum, for property located at 13348 State Highway 75, Tax Lot 8247, SEC. 23, T. 5 N., R. 17 E., B.M., Blaine County, Idaho, a copy of which is included as **EXHIBIT A**. This Agreement (see Section 2 of the Addendum on the first page of Exhibit A) authorizes Spalding to make all applications regarding the removal of a pond and channel and the filling and restoration of the area. The restoration will require the irrigation of a maximum of one (1) acre of area for a maximum period of three (3) years. A copy of this Application has been sent to the seller.

Water Right 37-2627D, leased to the Bank, provides for the irrigation of 5 acres. In 2012, 3.5 acres were leased to Brainerd, Yorkin and Baker, whose properties are identified on the vicinity map included as **EXHIBIT B**. Baker's lease of 1 acre of this right extends through 2013. Spalding would like to rent a portion of this water right to complete the restoration required as a part of this project.

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Addendum ("Addendum") is made and entered into by and between Whittier Trust Company as trustee of the Sydney B. Cook GST Non-Exempt Marital Trust ("Seller"), and Helen and Richard Spalding ("Buyer", and together with Seller, the "Parties").

Section 1. Subject Matter; Purpose.

The parties to this Addendum are parties to a Real Estate Purchase and Sale Agreement, dated March 26, 2012 ("Purchase and Sale Agreement"). The Parties now desire to amend and supplement the Purchase and Sale Agreement as hereinafter provided.

Section 2. Buyer's Conditions of Closing.

The time provided to Buyer within which to waive or fulfill the condition ("Condition") to Buyer's obligation to purchase the Property contained in paragraph 14 of the Purchase and Sale Agreement regarding the removal of the pond/channel and the filling and restoration of that area ("Project"), is extended from June 18, 2012 and shall continue through November 15, 2012 ("Contingency Period"). In addition, the Condition is hereby amended to be "Buyer obtaining the permits and approvals ("Entitlements") required from all government agencies with jurisdiction over the Project with terms and conditions acceptable to Buyer in its sole and absolute discretion." At all times Seller will cooperate with Buyer in the processing of the applications for the Entitlements as long as Seller incurs no expense. Before submitting any application or related document, Buyer shall provide copies of the same to Seller. Buyer shall be obligated for the costs incurred in connection with the Entitlements, including those related to satisfying all conditions of approval and mitigation measures. Nothing herein shall obligate Seller to allow the imposition of any lien, easement, dedication or other encumbrance on the Property prior to the Closing Date. If Escrow fails to close through no fault of Seller, upon request by Seller, Buyer shall deliver to Seller originals of all Entitlements, plans, drawings and applications submitted to a public agency for the Project. The parties understand and agree that this does not include any plans, drawings, specifications or other documents relating to the house and landscaping outside of the Project area. Buyer acknowledges that all other conditions to its obligation to purchase the Property have been fulfilled or are hereby waived. The extension and modification of the Condition are subject to the following terms and conditions:

A. Access to Real Property.

During the Contingency Period, Seller shall allow Buyer and its agents reasonable access to the Property during normal business hours, upon reasonable notice to Seller, for the purpose of inspecting, surveying and testing the same, at Buyer's sole expense. Provided, however, in connection with any such entry, Buyer: (a) shall perform all work in a safe manner; (b) shall not create any hazardous condition on the Property; (c) shall repair any damage or disturbance to the Property; (d) shall procure (or have all work performed by contractors who maintain) general liability and property damage insurance. Buyer further agrees to indemnify, hold harmless, protect and defend Seller (and its officers, directors, shareholders, employees, agents, successors and assigns) and Seller's property from and against any and all liabilities, liens, claims, damages,

costs, expenses, suits or judgments (including attorney's fees and court costs) for labor or services performed or materials furnished to or for Buyer, or for personal injury or death or property damage arising out of entry upon the Property or any adjacent land of Seller by Buyer or its employees, agents or independent contractors. However, such indemnification by Buyer shall not cover or apply to any liabilities, liens, claims, damages, costs, expenses, suits or judgments (including attorney's fees and court costs), or for personal injury or death or property damage that is caused, directly or indirectly, by the negligent, grossly negligent or intentional actions or inactions of Seller (or its officers, directors, shareholders, employees, agents, successors and assigns). Seller's damages as a result of Buyer's breach of its obligations under this Section shall not be limited or liquidated by the provisions of paragraph 13. Notwithstanding any provision to the Purchase and Sale Agreement to the contrary, Buyer's obligations under this Section shall survive termination of the Purchase and Sale Agreement.

B. Confidentiality.

Buyer shall not disclose any information pertaining to the Property to any person other than to those persons who are responsible for assisting Buyer with obtaining the Entitlements and who have agreed to preserve the confidentiality of such information as required hereby.. The Buyer's obligation hereunder shall survive the termination of the Purchase and Sale Agreement.

C. Continued Marketing.

Seller may continue to market the Property during the Contingency Period and accept an offer to purchase the Property that is subject to the termination of the Purchase and Sale Agreement between Buyer and Seller.

Section 3. Effective Date.

This Addendum shall be effective as of the date the last of the Parties affixes his or her or its signature hereto.

Section 4. Ratification and Reaffirmation.

Except as expressly amended by this Addendum, the Purchase and Sale Agreement is hereby reaffirmed and ratified in all respects.

Section 5. Construction.

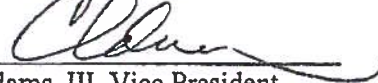
All capitalized terms shall have the same meaning as set forth in the Purchase and Sale Agreement and except as otherwise expressly provided in this Addendum. This Addendum and the Purchase and Sale Agreement are intended to be read as a single document. In the event of any ambiguity or inconsistency between this Addendum and the Purchase and Sale Agreement, this Addendum shall govern. This Addendum may be executed in any number of counterparts. A facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of the original.

In witness whereof, the Parties have executed this Addendum as of the date first above written.

Sydney B. Cook GST Non-Exempt Marital Trust
Whittier Trust Company, Trustee

By: 
Mimi Evers, Vice President


Helen Spalding

By: 
Charles Adams, III, Vice President

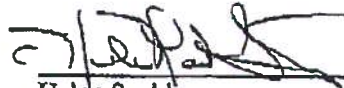

Richard Spalding

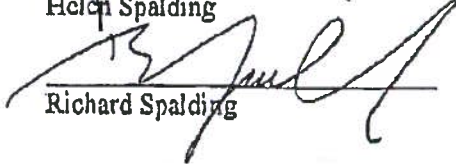
In witness whereof, the Parties have executed this Addendum as of the date first above written.

Sydney B. Cook GST Non-Exempt Marital Trust
Whittier Trust Company, Trustee

By: _____
Mimi Evers, Vice President

By: _____
Charles Adams, III, Vice President



Helen Spalding


Richard Spalding

Contingency Releases, Termination And Extensions



This is an ADDENDUM to the Real Estate Purchase and Sale Agreement, identified as:

Document # SVA - TP259

Date of Document : 03/26/12

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Cook Trust

Buyer acknowledges that any contingency release "Subject to" additional terms shall constitute an Addendum, which Seller must acknowledge below in order to be effective. This shall not extend the existing deadline for the Buyer to waive or satisfy such contingency.

INSPECTION

- ☐ **RELEASE** Buyer has satisfied or waives this contingency.
- ☐ **RELEASE SUBJECT TO** Buyer has satisfied or waives this contingency subject to:
- ☐ **EXTEND** Buyer and Seller agree to extend the deadline for releasing this contingency until:

FINANCING

- ☐ **RELEASE** Buyer has satisfied or waives this contingency.
Release of this contingency includes acceptance of appraisal by Buyer and Lender.
- ☐ **EXTEND** Buyer and Seller agree to extend the deadline for releasing this contingency until:

SALE OF BUYER'S PROPERTY

- ☐ **RELEASE** Buyer has satisfied or waives this contingency.
- ☐ **EXTEND** Buyer and Seller agree to extend the deadline for releasing this contingency until:

OTHER CONTINGENCIES

- ☐ **RELEASE** Buyer has satisfied or waives the contingency regarding:
- ☐ **RELEASE** Seller has satisfied or waives the contingency regarding:
- ☒ **EXTEND** Buyer and Seller agree to extend the deadline until: 11/15/12
for releasing the contingency regarding:
Buyer's Counter Offer #6 - Item #3. See attached.

- ☐ **TERMINATE** Buyer elects to terminate on the basis of:

Buyer's Signature

Signature

Date

Buyer's Signature

Signature

Date

Seller's Signature

X

Seller's Signature

X

Signature

Date

Signature

Date

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Contingency Releases, Termination And Extensions



This is an ADDENDUM to the Real Estate Purchase and Sale Agreement, Identified as:

Document# SVA - TP259

Date of Document : 03/26/12

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Cook Trust

Buyer acknowledges that any contingency release "Subject to" additional terms shall constitute an Addendum, which Seller must acknowledge below in order to be effective. This shall not extend the existing deadline for the Buyer to waive or satisfy such contingency.

INSPECTION

- ☒ RELEASE Buyer has satisfied or waives this contingency.
- ☐ RELEASE Buyer has satisfied or waives this contingency subject to:
SUBJECT TO
- ☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

FINANCING

- ☐ RELEASE Buyer has satisfied or waives this contingency.
Release of this contingency includes acceptance of appraisal by Buyer and Lender.
- ☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

SALE OF BUYER'S PROPERTY

- ☐ RELEASE Buyer has satisfied or waives this contingency.
- ☐ EXTEND Buyer and Seller agree to extend the deadline for releasing this contingency until:

OTHER CONTINGENCIES

- ☐ RELEASE Buyer has satisfied or waives the contingency regarding:
- ☐ RELEASE Seller has satisfied or waives the contingency regarding:
- ☐ EXTEND Buyer and Seller agree to extend the deadline until:
for releasing the contingency regarding:

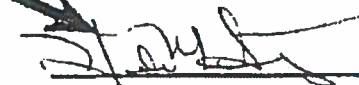
- ☐ TERMINATE Buyer elects to terminate on the basis of:

Buyer's Signature

Buyer's Signature


Signature

5/22/11
Date


Signature

5/22/12
Date

Seller's Signature

Seller's Signature

X

X

Signature

Date

Signature

Date

Counteroffer # 6 Submitted by: ☒ Buyer ☐ Seller Date of Counteroffer: 04/30/12



This is a COUNTEROFFER to the Real Estate Purchase and Sale Agreement, identified as:

Document # SVA - TP259

Date of Document: 03/26/12

Page 1 of 1

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Sydney B Cook Trust

If this is submitted by Seller, the Seller is the Offeror. If this is submitted by Buyer, the Buyer is the Offeror. All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous counteroffers to remain the same - see Counteroffers # 1,2,3,4,5

1. Purchase price to be

2. Expiration for Seller's counter offer #5 to be 8:00 PM MT 5/1/12.

3. Add the following to Paragraph #14 of the Real Estate Purchase and Sale Agreement: Buyer's determination that they can achieve an outcome acceptable to them in their sole and absolute discretion regarding the removal of the pond/channel and the restoration of that area.

Counteroffer Expiration:

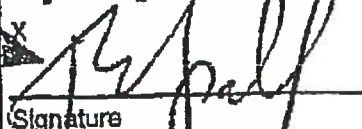
Date: 05/03/12

Time: 4:00 PM

Other Terms: This Counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers: If the Offeror is the Seller, the Seller reserves the right to withdraw this offer prior to Buyer's written acceptance of this Counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to Seller's written acceptance of this Counteroffer.

Buyer's Signature

X 
Signature

4/30/12
Date

5 pm
Time

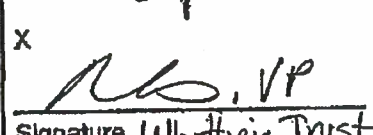
Buyer's Signature

X 
Signature

4/30/12
Date

5 pm
Time

Seller's Signature

X 
Signature

5/2/12
Date

Time

Seller's Signature

X

Signature

Date Time

Counteroffer SBR Form © 2011 Sun Valley Board of Realtors

Created by: office.ext, 200.822.9310

Version FM 6.0 * 02/2011

Company as Trustee of
Sydney B Cook Trust

Counteroffer #5 Submitted by: ☐ Buyer ☒ Seller Date of Counteroffer: 04/23/2012



This is a COUNTEROFFER to the Real Estate Purchase and Sale Agreement, identified as:
Document # SVA-TP259

Date of Document: 03/26/2012

Page 1 of 1

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Sydney B Cook Trust

If this is submitted by Seller, the Seller is the Offeror. If this is submitted by Buyer, the Buyer is the Offeror. All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous counteroffers to remain the same (see Counteroffers # 1 2 3 4)

1. Purchase price to be
2. Expiration for Buyer's counter offer #4 to be 6PM MT 04/23/2012.
3. Any further staking of property boundaries, wetlands, floodway/plain, and setbacks shall be at Buyer's expense.
4. Mary Cook shall have up to 30 days rent-free in order to vacate home following close of escrow.

Counteroffer Expiration: Date: 04/26/2012

Time: 5PM

Other Terms: This Counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers: If the Offeror is the Seller, the Seller reserves the right to withdraw this offer prior to Buyer's written acceptance of this Counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to Seller's written acceptance of this Counteroffer.

Buyer's Signature

Buyer's Signature

X _____
Signature Date Time

X _____
Signature Date Time

Seller's Signature

Seller's Signature

x [Signature] Vice President 4/23/12

x _____

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Version 8.0 * 02/2011

Whither Trust Company as
Trustee of the Sydney Cook Trust

Counteroffer # 4 Submitted by: ☒ Buyer ☐ Seller Date of Counteroffer: 04/18/12

This is a COUNTEROFFER to the Real Estate Purchase and Sale Agreement, identified as:

Document# SVA - TP259**Date of Document:** 03/26/12

Page 1 of 1

Property Address: 13348 State Highway 75**Buyer(s):** Spalding**Seller(s):** Sydney B Cook Trust

If this is submitted by Seller, the Seller is the Offeror. If this is submitted by Buyer, the Buyer is the Offeror. All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous counteroffers to remain the same - see Counteroffers #

1. Purchase price to be

2. Expiration for Seller's counter offer #3 to be 5:00 MT 04/19/2012.

Counteroffer Expiration:

Date: 04/20/12

Time: 5:00 PM

Other Terms: This Counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers: If the Offeror is the Seller, the Seller reserves the right to withdraw this offer prior to Buyer's written acceptance of this Counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to Seller's written acceptance of this Counteroffer.

Buyer's Signature

Signature

Date

Time

Buyer's Signature

X

Signature

Date

Time

Seller's Signature

X

Signature

Date

Time

Seller's Signature

X

Signature

Date

Time

Counteroffer #3 Submitted by: ☐ Buyer ☒ Seller Date of Counteroffer: 04/11/2012



This is a COUNTEROFFER to the Real Estate Purchase and Sale Agreement, identified as:
Document # SVA-TP259

Date of Document: 03/26/2012

Page 1 of 1

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Sydney B Cook Trust

If this is submitted by Seller, the Seller is the Offeror. If this is submitted by Buyer, the Buyer is the Offeror. All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous counteroffers to remain the same (see Counteroffers # 1.2.)

1. Purchase price to be
2. Expiration for Buyer's counter offer #2 to be 5PM MT 04/11/2012.

Counteroffer Expiration: Date: 04/14/2012

Time: 5PM

Other Terms: This Counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers: If the Offeror is the Seller, the Seller reserves the right to withdraw this offer prior to Buyer's written acceptance of this Counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to Seller's written acceptance of this Counteroffer.

Buyer's Signature

Buyer's Signature

X _____
Signature Date Time

X _____
Signature Date Time

Seller's Signature

Seller's Signature

x RA, VP 4/11/12 _____

x _____

Whither Trust Company as
trustee of the Sydney Cook Trust

Counteroffer # 2 Submitted by: ☒ Buyer ☐ Seller Date of Counteroffer: 04/04/12



This is a COUNTEROFFER to the Real Estate Purchase and Sale Agreement, identified as:

Document # SVA - TP259 **Date of Document:** 03/26/12 **Page** 1 **of** 1

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Sydney B Cook Trust

If this is submitted by Seller, the Seller is the Offeror. If this is submitted by Buyer, the Buyer is the Offeror. All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous counteroffers to remain the same - see Counteroffers #

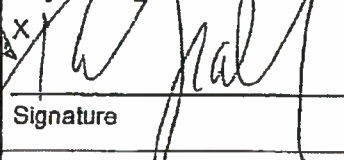
1. Purchase price to be

Counteroffer Expiration: Date: 04/06/12 Time: 4:00 PM

Other Terms: This Counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers: If the Offeror is the Seller, the Seller reserves the right to withdraw this offer prior to Buyer's written acceptance of this Counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to Seller's written acceptance of this Counteroffer.

Buyer's Signature

X 

Signature

Date

Time

Buyer's Signature

X 

Signature

Date

Time

Seller's Signature

X

Signature

Date

Time

Seller's Signature

X

Signature

Date

Time

Counteroffer # 2 Submitted by: ☒ Buyer ☐ Seller Date of Counteroffer: 04/04/12



This is a COUNTEROFFER to the Real Estate Purchase and Sale Agreement, identified as:

Document # SVA - TP259

Date of Document: 03/26/12

Page 1 of 1

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Sydney B Cook Trust

If this is submitted by Seller, the Seller is the Offeror. If this is submitted by Buyer, the Buyer is the Offeror. All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous counteroffers to remain the same - see Counteroffers #

1. Purchase price to be

Counteroffer Expiration:

Date: 04/06/12

Time: 4:00 PM

Other Terms: This Counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeror accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers: If the Offeror is the Seller, the Seller reserves the right to withdraw this offer prior to Buyer's written acceptance of this Counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to Seller's written acceptance of this Counteroffer.

Buyer's Signature

X

Buyer's Signature

4/4/12

1:41 p

Signature

Date

Time

Signature

Date

Time

Seller's Signature

X

Seller's Signature

X

Signature

Date

Time

Signature

Date

Time

Counteroffer #1 Submitted by: ☐ Buyer ☒ Seller Date of Counteroffer: 03/30/2012



This is a COUNTEROFFER to the Real Estate Purchase and Sale Agreement, identified as:
Document # SVA-TP259

Date of Document: 03/26/2012

Page 1 of 1

Property Address: 13348 State Highway 75

Buyer(s): Spalding

Seller(s): Sydney B Cook Trust

If this is submitted by Seller, the Seller is the Offeror. If this is submitted by Buyer, the Buyer is the Offeror. All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous counteroffers to remain the same (see Counteroffers # .)

1. Purchase price to be

Counteroffer Expiration: Date: 04/04/2012

Time: 5PM

Other Terms: This Counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers: If the Offeror is the Seller, the Seller reserves the right to withdraw this offer prior to Buyer's written acceptance of this Counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to Seller's written acceptance of this Counteroffer.

Buyer's Signature

Buyer's Signature

X _____
Signature Date Time

X _____
Signature Date Time

Seller's Signature

Seller's Signature

x VP 3/30/12

x 3/30/12

Counteroffer SBR Form © 2011 Sun Valley Board of Realtors
Whittier Trust Company
as trustee

Whittier Trust Company
as Trustee
Version 6.0 * 02/2011

Real Estate Purchase And Sale Agreement



1. Purchase Price \$

2. Buyer: HELEN and RICHARD SPALDING and/or ASSIGNS

Seller: SYDNEY B. COOK TRUST

Property Address: 13348 STATE HIGHWAY 75

Legal Description: FR HES 128 TL 3490

City:

County: Blaine

State: Idaho

3. Buyer hereby offers to purchase the above described Property on the following terms and conditions:

Terms The purchase price is payable as follows:

\$ Cash, cashier's check, loan proceeds, or certified funds at closing, including Earnest Money
\$ Seller Financing - See Financing Contingency "Other Financing Terms"
\$ — Other - See Financing Contingency "Other Financing Terms"
\$ Total Purchase Price - Not including closing costs

4. Earnest Money :

Evidenced By:

To Be Held By:

Other Remarks:

- ☒ Personal Check
☐ Cashier's Check
☐ Promissory Note

- ☐ Listing Broker
☒ Selling Broker
☐ Title Company

EARNEST MONEY TO BE DEPOSITED TO SUN VALLEY ASSOCIATES TRUST ACCOUNT WITHIN THREE (3) BUSINESS DAYS AFTER MUTUAL ACCEPTANCE.

Earnest Money to be deposited in a trust account upon written acceptance of this Agreement by all parties.

5. Offer Expires On: Date: Mar 30, 2012

Time: 4:00 PM

6. Closing Date: SIXTY (60) DAYS AFTER MUTUAL ACCEPTANCE.

Possession Date: ☒ On closing date OR ☐ Other:

7. Responsible Closing Broker/Office: James K. Figge / Sun Valley Associates
Responsible Closing Agency/Title Co.: Blaine County Title

8. New Construction or Recent Improvements:

Yes ☐ No ☒

If "YES", see Standard Term. paragraph 6, of this Agreement.

9. Inspection Contingency

Yes ☒ No ☐

- 1) This offer is contingent upon Buyer's acceptance of the condition of the Property, subject to paragraph 7, below. If Buyer does not object to the condition of the Property in writing on or before FIFTEEN (15) BUSINESS DAYS AFTER MUTUAL ACCEPTANCE, ("Inspection contingency period"), pursuant to paragraph 8, below, this inspection contingency shall be deemed released.
- 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the Property.
- 3) Square footage verification: Buyer is aware that any reference to the square footage of the Property or its improvements has not been verified. Alternative methods of measurement and calculation may vary significantly. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
- 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right acquired with real estate described in this Agreement. Buyer must verify same during the inspection period.
- 5) Buyer to select own professionals with appropriate qualifications to conduct all inspections and verifications.
- 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections.

Inspection Contingency Continued

Document # SVA - TP259

Date of Document: 03/26/12

Buyer's Initials RS

Buyer's Initials RS

Date

Date

5/27/12

5/27/12

Seller's Initials RS

Seller's Initials RS

Date

Date

3/30/12

3/30/12

Inspection Contingency Continued

7) THIS INSPECTION CONTINGENCY MAY NOT BE USED BY BUYER TO OBJECT TO ANY MATTER OTHER THAN A MATERIAL CONDITION OR DEFECT UNKNOWN TO BUYER AT THE TIME THIS AGREEMENT WAS SIGNED.

8) If Buyer objects to the condition of the Property, Buyer shall, prior to expiration of the inspection contingency period, give one of the following written notices to Seller:

A. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and declaring this Agreement null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section); or

B. Notice of the previously unknown material condition(s) and/or defect(s) to which Buyer objects and Buyer's desired remedy shall be set forth on a Contingency Release form, in which case this Agreement shall remain in effect, subject to sub-paragraph C, below.

C. Upon receipt of notice under paragraph B, above, Seller shall have 5 business days to give Buyer written notice (by signing the Buyer's Contingency Release form) that Seller will correct such condition(s) and/or defect(s) prior to closing. If Seller does not sign the Buyer's Contingency Release form, Buyer may, within 5 business days following Seller's notice period, above, release the contingency in writing, or this Agreement shall be null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section). Buyer's closing of the transaction shall constitute acceptance of the condition of the Property, unless otherwise stated in writing signed by both parties.

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

10. Lead-Based Paint Disclosure / Contingency

The subject property is Target Housing (built prior to 1978) regarding lead-based paint and/or lead-based hazards, regardless of the source of the lead: No ☐ Yes ☒ . If "Yes", Buyer has been provided with Seller's completed and signed "Disclosure of Information and Acknowledgment: Lead-Based Paint and / or Lead-Based Paint Hazards" ("Disclosure") and a copy of the pamphlet "Protect Your Family From Lead In Your Home" ("Pamphlet"), and one of the following boxes must be checked:

☐ Buyer shall have the unconditional right to cancel this Agreement and shall be allowed ten (10) days to conduct an inspection for lead-based paint hazards. Should Buyer elect to conduct a lead-based paint inspection, a "Lead-Based Paint Inspection Contingency Addendum" shall be attached hereto; OR

☒ Buyer hereby acknowledges receipt of the Disclosure and Pamphlet and hereby waives the right to conduct a lead-based paint inspection.

11. Financing Contingency

Yes ☐ No ☒

This offer is contingent upon Buyer securing the following financing:

Assume Existing Loan: ☐

New Loan: ☐

Type of Loan: Conv. ☐

FHA ☐

VA ☐

Amount \$ / %:

Maximum % Rate

Fixed Rate ☐

Adj. Rate ☐

Years:

Maximum Points:

Institutional Lender ☐

Private Lender ☐

Buyer agrees to make a best effort to obtain such financing and to make written application within business days after acceptance of this Agreement by both parties.

☐ Property must appraise at no less than the purchase price.

☐ Preliminary Approval. Buyer shall, on or before

provide Seller with a letter from Buyer's lender evidencing preliminary approval of Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

If Buyer has not released this contingency in writing on or before this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

Document # SVA - TP259

Buyer's Initials 21

Date 3/27/12

Seller's Initials 21

Date 3/30/12

Date of Document: 03/28/12

Buyer's Initials 21

Date 3/27/12

Seller's Initials 21

Date 3/30/12

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12. Sale of Buyer's Property Contingency

This offer is contingent on the closing of a sale of Buyer's property located at

Yes ☐ No ☒

Listed with:

Listing Agent:

Phone:

If Buyer has not waived or satisfied this contingency in writing on or before this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

13. Seller's Right to Accelerate Buyer's Contingency ReleasesYes ☐ No ☒

Should Seller receive another acceptable offer to purchase, prior to Buyer's contingencies being released, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not release all contingencies in writing within business days after the receipt of such notice then this Agreement shall terminate and the Earnest Money shall be returned to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). In the event the Buyer does release the contingencies, the Buyer shall proceed to purchase the Property under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable.

14. Other ContingenciesYes ☒ No ☐ See Addendum(s) ☐

- 1) SUBJECT TO BUYER'S DUE DILIGENCE AND BUYER'S APPROVAL OF BUILDING FEASIBILITY STUDY.
- 2) NOT WITHSTANDING PARAGRAPH 7 OF THE INSPECTION CONTINGENCY OR ANYTHING ELSE SET FORTH HEREIN TO THE CONTRARY, BUYER SHALL HAVE THE RIGHT TO INSPECT THE PROPERTY, THE HOME AND ALL THE TITLE DOCUMENTS REFERENCED IN A PRELIMINARY TITLE REPORT AND TO APPROVE ANY OF THE FOREGOING, AS IN THE CASE MAY BE, IN BUYER'S SOLE AND ABSOLUTE DISCRETION.
- 3) PROPERTY CORNERS, FLOOD WAY, WETLANDS AND RIPARIAN SETBACKS TO BE STAKED AND IDENTIFIED.

If Buyer has not released this / these contingency(ies) in writing on or before FORTY-FIVE (45) DAYS AFTER MUTUAL ACCEPTANCE, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

15. Additional TermsYes ☒ No ☐ See Addendum(s) ☐

1. SELLER TO DELIVER PROPERTY IN A NEAT AND CLEAN 'MOVE-IN' CONDITION AT POSSESSION. ALL ELECTRICAL, PLUMBING AND HEATING DEVICES SHALL BE IN GOOD WORKING ORDER AT TIME OF POSSESSION.
2. SELLER SHALL PRIOR TO POSSESSION, PROFESSIONALLY CLEAN ALL CARPETS, WINDOWS AND SURFACES.

Document # SVA - TP259

Date of Document: 03/26/12

Buyer's Initials

Buyer's Initials

Date 3/27/12

Date 3/27/12

Seller's Initials

Seller's Initials

Date 3/30/12

Date 3/30/12

16. Included Items (In addition to Standard Terms, paragraph 4) **Excluded Items**

COMPACTOR, CENTRAL VAC, COOKTOP, DISHWASHER, DISPOSAL, DRYER, ICE MAKER, MICROWAVE, RANGE-ELEC. REFRIGERATOR, WASHER.	OWNER'S POSSESSIONS AND FURNITURE.
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17. Costs To Be Paid By	Appraisal	Standard Title Ins.	Closing Escrow Fee	Assessments	Well Insp.	Septic Insp.	Septic Pumping	Other:
Buyers	☒	☐	☐	☐	☒	☒	☒	☐
Sellers	☐	☒	☐	☐	☐	☐	☐	☐
Share Equally	☐	☐	☒	☐	☐	☐	☐	☐
N/A	☐	☐	☐	☒	☐	☐	☐	☐
See Addl. Terms	☐	☐	☐	☐	☐	☐	☐	☐

18. Broker working with Seller

Broker's Name: DARLENE CRAWFORD
 Listing Agent: SUE ENGELMAN
 Brokerage: SUN VALLEY SOTHEBY'S
 Mailing Address: PO BOX 188, SUN VALLEY, ID.
 City, State, Zip: 208-726-5300
 Office Phone: 208-726-5300
 E-Mail: Fax:

Broker working with Buyer

Broker's Name: James K. Figge
 Selling Agent: Terry Palmer
 Brokerage: Sun Valley Associates
 Mailing Address: PO Box 326
 City, State, Zip: Sun Valley, ID 83353
 Office Phone: 208.622.4100
 E-Mail: 208.622.4100 Fax: 208.622.9567
 TPalmer@svassociates.com

19. REPRESENTATION CONFIRMATION

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

Section 1

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

Section 2

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

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

20. Standard Terms. All parties are advised to carefully review the following:

1) **Withdrawal of Offer / Counteroffer** - By delivery of a written notice of withdrawal to the office of the broker working with the Seller or Offeree (whether Buyer or Seller), (A) Buyer can withdraw this offer at any time prior to Buyer's receipt of Seller's written acceptance of this Agreement, and (B) an Offeror (whether Buyer or Seller) may withdraw his Counteroffer at any time prior to Offeror's receipt of Offeree's written acceptance of such Counteroffer.

2) **Closing Date** - On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing Date.

Standard Terms - Continued

Document # SVA - TP259

Date of Document: 03/26/12

Buyer's Initials *W*Date *3/27/12*Buyer's Initials *AS*Date *3/27/12*Seller's Initials *W*Date *3/29/12*Seller's Initials *W*Date *3/30/12*

Standard Terms - Continued

3) **Closing Costs** - Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.

4) **Included Items** - If present at time of offer, all items attached, including but not limited to, floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, irrigation fixtures and equipment, any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.

5) **Seller's Property Disclosure** - If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) calendar days after the execution of this Agreement provide to the Buyer a "Seller's Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to waive or not waive the right to rescind the offer based upon information contained in the report a copy of which shall be delivered upon execution to Seller.

6) **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser. If applicable, Buyer should obtain such completed forms from the General Contractor. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

7) **Existing Loans** - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his / her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.

8) **Definitions** - "Business Day" - shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 67-5302. "Notice" shall mean a written document specifying the necessary information. "Delivery" shall mean transmittal of information by mail, facsimile transmission, courier, or hand delivery, or e-mail, to the addresses stated herein. "Receipt" shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. "Written Acceptance" shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. "Signed" shall mean a document containing the original, facsimile, photocopied or scanned signature of a party, any of which shall be binding on the signatory.

9) **Counterparts / Facsimile Transmission / E-mail** - This Agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile or e-mail transmission of any signed original document, and retransmission of any signed facsimile or e-mail transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

10) **Standard Title Insurance** - The Seller shall within a reasonable time after closing furnish to the 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 the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said property. Buyer shall have either five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever first occurs, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.

11) **Extended and Other Coverage Title Policies** - A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against property 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 the time of closing. However, under Idaho law such potential claims against the property may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title Insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for an extended coverage title policy, there may be other costs involved, i.e., survey or additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage and other coverages, that may be appropriate. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

Standard Terms - Continued

Document # SVA - TP259

Date of Document: 03/26/12

Buyer's Initials

Buyer's Initials

Date 3/21/12

Date 3/27/12

Seller's Initials

Seller's Initials

Date 3/30/12

Date 3/30/12

Standard Terms - Continued

12) **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, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this agreement.

13) **Default by Buyer** - If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.

14) **Default by Seller** - It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 8) C of the Inspection Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall refund the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of title insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transactions, as set forth in this Agreement.

15) **Interpleader** - If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money shall file an interpleader action in a court of competent jurisdiction, and shall recover its attorney fees and costs therefore, as provided by Idaho Code Section 5-321.

16) **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 attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.

17) **Risk of Loss** - Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the Property be materially damaged by fire or other cause prior to the closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.

18) **Entire Agreement** - This Agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreement, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.

19) **Time is of the Essence in this Agreement.**

20) **Agent Representations** - The Agents representing the Buyer and Seller in this transaction relay information to Buyers and Sellers that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, avalanche zone, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

				Standard Terms - Continued	
Document #	SVA - TP259	Buyer's Initials <i>RL</i>	Date <i>3/27/12</i>	Seller's Initials <i>aw</i>	Date <i>3/30/12</i>
Date of Document:	03/26/12	Buyer's Initials <i>RE</i>	Date <i>3/27/12</i>	Seller's Initials <i>RL</i>	Date <i>3/30/12</i>
Real Estate Purchase and Sale Agreement SBR Form © 2011 Sawtooth Board of Realtors				Created by: office.exe, 208.622.9310	
				Version FM 6.0 - 02/2011	
				Page 6 of 7	

Standard Terms - Continued

21) **FIRPTA - Tax Withholding at Closing** - The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at closing, Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification and hold harmless shall survive closing of the transaction.

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

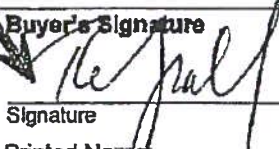
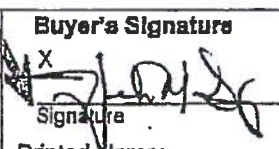
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

In the event this form is received by electronic transmission and / or email, the parties hereto acknowledge that they have not changed or altered the content of this form template.

21. Buyer(s) Acceptance

Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.

☐ Addendum(s) attached

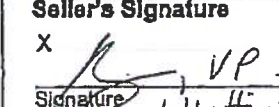
Buyer's Signature		Buyer's Signature	
	3/27/12		3/27/12
Signature	Date	Signature	Date
Printed Name:		Printed Name:	
Physical Address:		Physical Address:	
Mailing Address:		Mailing Address:	
City, State, Zip:		City, State, Zip:	
Home Phone:		Home Phone:	
Business Phone:	Fax:	Business Phone:	Fax:
E-Mail:	Fax:	E-Mail:	Fax:

22. Seller(s) Acceptance

On the specified date, Seller acknowledges having read this Agreement in its entirety, including the Standard Terms, and Seller hereby approves and accepts the offer to purchase set forth in the above Agreement:

☐ "AS-IS" ☒ Subject to attached Counteroffer.

Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

Seller's Signature		Seller's Signature	
X 	3/30/12	X 	3/30/12
Signature	Date	Signature	Date
Printed Name: CHARLES ADAMS III, VP		Printed Name: Whittier Trust	
Physical Address: Whittier Trust Company		Physical Address: Company as Trustee	
Mailing Address: as trustee of the		Mailing Address: of the Sydney Cook Trust	
City, State, Zip: Sydney Cook Trust		City, State, Zip:	
Home Phone:		Home Phone:	
Business Phone:	Fax:	Business Phone:	Fax:
E-Mail:	Fax:	E-Mail:	Fax:

DICK & HELEN SPALDING - APPLICATION TO RENT WATER FROM WATER SUPPLY BANK

[Help](#) [Blaine County Web Page](#) [Blaine County GIS Map Services](#)

Parcel Information

VICINITY MAP

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[Find Legal](#)

1:17.922

Go

Results

[Clear All](#)

- ☒ **YORKIN (1)**
 - ☒ Parcels (1)
 - ☒ **RP004380000010 (Parcels) 15376**
 - ☒ RP05N170238010
 - ☒ RP004380000010
 - ☒ **RP004380000020 (Parcels) 15379**
- ☒ **Map Contents**
 - ☒ Parcel Information
 - ☒ Mileposts
 - ☒ Main Roads
 - ☒ Roads
 - ☒ House Number
 - ☒ Plats
 - ☒ Parcels
 - ☒ Mines
 - ☒ Water Bodies
 - ☒ Water Areas
 - ☒ Water Lines
 - ☒ 1-4 Sections
 - ☒ Townships
 - ☒ Sections
 - ☒ Cities
 - ☒ 2011TaxCodeAreas
 - ☒ Herd Districts
 - ☒ Public Ownership
 - ☒ Voter Precincts
 - ☒ School Trustee Zones
 - ☒ USGS Topos
 - ☒ USGS Topos
 - ☒ 2011 Aerials
 - ☒ Blaine
 - ☒ 2009 Aerials
 - ☒ Blaine



EXHIBIT B