

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 08 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?
21-13074	Yes ☒	into 21-13156	Yes ☐	21-13157	Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Steve Lossly

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Justin & Jaclyn Dalrymple

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☒ or

☐ and/or

3700 Sundance dr. 0-302

Mailing address

Elko

City

NV

State

89801

ZIP

208-680-3941

Telephone

jrjaclyndalrymple@gmail.com

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: 9/9/2010

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]

Signature of new owner/claimant

Title, if applicable

9-3-12

Date

- Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

9-3-12

Date

For IDWR Office Use Only:

Received by [Signature]

Date

8/8/2012

Receipt No.

E037857

Receipt Amt.

\$100. -

Approved by [Signature]

Processed by [Signature]

Date

9/24/2012

SUPPORT DATA

21-13074

540463
MICROFILM 24th Day Sept 2012
At 1:03 O'Clock
ABBIE MACE
FREMONT COUNTY RECORDER
Fee \$10-
Recorded in Book 10-21-16
Steve Lookabaugh

WATER RIGHTS QUIT CLAIM DEED

Be it known to all concerned:

On this day of September 2012, For One Dollars (\$1.00) and other valuable consideration, I Stephen Lookabaugh and Joette Lookabaugh, do hereby convey to Justin and Jaclyn Dalrymple a portion of water right #21-13074 (.02cfs for two acres)

Grantor does hereby represent said water rights to be free and clear of all liens and encumbrances. The terms of this deed shall be binding upon the heirs, successors and assigns of the signatory parties hereto.

Grantors: Stephen Lookabaugh

Stephen Lookabaugh

Joette Lookabaugh

Joette Lookabaugh

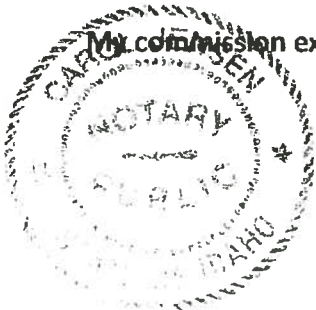
State of Idaho }

County of Fremont }

This instrument was acknowledged before me on the day of September, 2012 by Joette Lookabaugh and Stephen C. Lookabaugh

Carol Jensen
Notary Public

My commission expires 10-21-16



Instrument No. 530476
10 DAY SEP 2010
At 11 O'Clock 56 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$13.00
C Conger Deputy
Recorded at Request of
ALLIANCE TITLE - REXBURG

ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

CORPORATION DEED

Order No. 3041028292LH

For Value Received

Hathaway Custom Homes, Inc, an Idaho Corporation

a corporation duly organized and existing under the laws of the State of Idaho, Grantor,
does hereby Grant, Bargain, Sell and convey unto

Justin R. Dalrymple and Jaclyn A. Dalrymple, Husband and Wife
whose current address is: 822 North 2830 East
St. Anthony, ID 83445

the following described real estate, to-wit:

Tract 1: Situated in the State of Idaho, County of Fremont, being part of the Southwest Quarter of Section 23, Township 8 North, Range 41 East, Boise Meridian, being more particularly described as follows: Commencing for reference at an iron rod found with aluminum cap, CP&F 464564, marking the South Quarter corner of said Section 23; thence North 89°41'17" West a distance of 937.19 feet with the South line of said Section 23 to a Mag Spike with Washer Set stamped "PLS 13856", being referenced by an iron rod set capped "PLS 13856" North 00°37'38" West a distance of 39.00 feet; thence North 00°37'38" West a distance of 258.80 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence North 05°32'20" West a distance of 742.60 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856" marking the point of beginning; thence North 04°51'04" West a distance of 325.12 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856", being in the North line of said Wintersgreen Tract; thence South 89°40'36" East a distance of 419.38 feet with the North line of said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence South 00°44'18" West a distance of 323.80 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence North 89°40'36" West a distance of 387.71 feet over and across said Wintersgreen Tract to the point of beginning.

Tract 2: Together with an easement for ingress and egress described as follows: Situated in the State of Idaho, County of Fremont, being part of the Southwest Quarter of Section 23, Township 8 North, Range 41 East, Boise Meridian, more particularly described as follows: Commencing for reference at an iron rod found with aluminum cap, CP&F 464564, marking the South Quarter corner of said Section 23; thence North 89°41'17" West a distance of 937.19 feet with the South line of said Section 23 to a Mag Spike with Washer Set stamped "PLS 13856" marking the point of beginning, said Mag Spike being referenced by an iron rod set capped "PLS 13856" North 00°37'38" West a distance of 39.00 feet; thence North 89°41'17" West a distance of 60.01 feet with the South line of said Section 23 to a Mag Spike with Washer Set stamped "PLS 13856" being referenced by an iron rod set capped "PLS 13856" North 00°37'38" West a distance of 25.00 feet; thence North 00°37'38" West a distance of 255.24 feet over and across said Wintersgreen Tract to a point being referenced by an iron rod set capped "PLS 13856" North 67°16'46" East a distance of 2.64 feet; thence North 05°32'20" West a distance of 740.15 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence North 04°51'04" West a distance of 331.15 feet over and across said Wintersgreen Tract to a point in the North line of said Wintersgreen Tract, being referenced by an iron rod set capped "PLS 13856" South 89°40'36" East a distance of 1.87 feet; thence South 89°40'36" East a distance of 60.25 feet with the North line of said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence South 04°51'04" East a distance of 325.12 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence South 05°32'20" East a distance of 742.60 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence South 00°37'38" East a distance of 258.80 feet over and across said Wintersgreen Tract to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), heirs and assigns forever. And the Grantor does hereby covenant to and with the Grantee(s), that it is the owner of said premises; that they are free from all encumbrances EXCEPT: current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this September 9, 2010.

By:

Hathaway Custom Homes, Inc

Paul J. Hathaway
By: Paul J. Hathaway, President

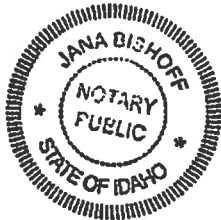
State of Idaho

)
) ss.
)

County of Madison

On this 9 day of Sept, 2010, before me, a Notary Public in and for said state, personally appeared Paul J. Hathaway known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

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



Jana Bishoff
Notary Public for the State of Idaho

Residing at:

Commission Expires:

Residing in Fremont County
Commission Expires: 8-21-2011



ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

RE-RECORDED TO CORRECT LEGAL DESCRIPTION
Re-Recorded again to correct legal description

WARRANTY DEED

Order No.: 3041028210LHA

FOR VALUE RECEIVED

Karen Winters and Ronald K. Winters, or their successors, as trustees in trust of the Loma F. Winters Family Living Trust, dated February 3, 1983, and Karen Winters, or her successor, as trustee of the Reed A. Winters Family Living Trust, dated February 3, 1983

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

POA Hathaway Custom Homes, Inc, an Idaho Corporation
whose current address is

2155 S Yellowstone Hwy St Anthony, ID 83445

the grantee(s), the following described premises, in Fremont County, Idaho, TO WIT:

SEE ATTACHED LEGAL DESCRIPTION

Tract 1: Situated in the State of Idaho, County of Fremont, being part of the Southwest Quarter of Section 23, Township 8 North, Range 41 East, Boise Meridian, being more particularly described as follows: Commencing for reference at an iron rod found with aluminum cap, CP&F 464564, marking the South Quarter corner of said Section 23; thence North 89°41'17" West a distance of 937.19 feet with the South line of said Section 23 to a Mag Spike with Washer Set stamped "PLS 13856", being referenced by an iron rod set capped "PLS 13856" North 00°37'38" West a distance of 39.00 feet; thence North 00°37'38" West a distance of 258.80 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence North 05°32'20" West a distance of 742.60 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856" marking the point of beginning; thence North 04°51'04" West a distance of 325.12 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856", being in the North line of said Wintersgreen Tract; thence South 89°40'36" East a distance of 419.38 feet with the North line of said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence South 00°44'18" West a distance of 323.80 feet over and across said Wintersgreen Tract to an iron rod set capped "PLS 13856"; thence North 89°40'36" West a distance of 387.71 feet over and across said Wintersgreen Tract to the point of beginning.

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in

Instrument No. 529574
28 DAY JUL 2010
At 12 O'Clock 28 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$13.00
JFlores Deputy
Recorded at Request of
ALLIANCE TITLE - REXBURG

Instrument No. 530128
20 DAY AUG 2010
At 04 O'Clock 10 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$19.00
JFlores Deputy
Recorded at Request of
ALLIANCE TITLE - REXBURG

for simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 7-28-2010

Karen Winters and Ronald K. Winters, or their successors, as trustees in trust of the Loma F. Winters Family Living Trust, dated February 3, 1983, and Karen Winters, or her successor, as trustee of the Reed A. Winters Family Living Trust, dated February 3, 1983

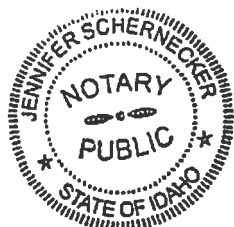
Karen Winters
By: Karen Winters, Successor Trustee

Ronald K. Winters
By: Ronald K. Winters, Successor Trustee

State of Idaho }
 } ss.
County of Madison }

On this 28th day of July 2010, before me, a Notary Public in and for said state, personally appeared Karen Winters and Ronald K. Winters known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Loma F. Winters Family Living Trust and the Reed A. Winters Family Living Trust, and acknowledged to me that they executed the same as Successor Trustees.

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



J. Scherneck
Notary Public for the State of Idaho
Residing at:
Commission Expires:

Residing in Payson, Idaho
Commission Expires: 07-15-2016

Parcel 3

Part of Section 23 Township 8 North, Range 41 East, BM., Fremont County, Idaho described as;

Beginning at a point that is N89°17'24"W 742.77 feet along the south line of said Section 23 from the south ¼ corner of said Section 23, running thence N89°17'24"W 309.49 feet along said south line; thence N00°44'36"W 217.37 feet; thence N88°18'24"W 44.74 feet; thence N04°46'24"W 1106.90 feet; thence S89°17'39"E 942.77 feet; thence S01°44'14"W 970.38 feet; thence S88°35'29"W 180.75 feet; thence N89°16'43"W 261.54 feet; thence S03°39'50"W 343.58 feet to the south line of said Section 23 and the point of beginning.

Parcel contains 22.56 acres and is subject to a County road Right-of-Way along the south side.

PARCEL 3:

A portion of Section 23 Township 8 North, Range 41 East, BM., Fremont County, Idaho described as;

Beginning at a point that is N89°17'24"W, 742.77 feet along the south line of said Section 23 from the south ¼ corner of said Section 23, running thence N89°17'24"W, 309.49 feet along said south line; thence N00°44'36"W 217.37 feet; thence N88°18'24"W 44.74 feet; thence N04°46'24"W 1108.33 feet; thence S89°16'43"E, 942.92 feet; thence S01°44'14"W, 971.54 feet; thence S88°35'29"W, 180.75 feet; thence N89°16'43"W, 261.54 feet; thence S03°39'50"W, 343.58 feet to the south line of said Section 23 and the point of beginning.

Except county road along the south side.

2000/7/00

08/20/2010 PM 15:40 FAX 208 624 4872 Bank of Idaho/SL Matheny



RECEIVED

SEP 18 2012

Department of Water Resources
Eastern Region

To: Les Ball

Re: Dalrymple Water Rights

Mail copy to Dalrymple
3700 Sundance dr. apt o-302
Elko, NV 89801

Any questions call
208-680-3941
208-589-8760

Mail original to Idaho department of water Resources
IDWR Eastern Region
900 N Skyline DR. suite A
Idaho Falls, ID 83402

208-525-7161

I am sending this as per
instruction above. Any question
please call the Dalrymples @ #
above -

A split water rights enough to water 2 acres
for the Southwest Quarter of Section 23, Township 8
North, Range 41 East, Base meridian.

STATE OF Idaho

COUNTY OF Fremont

I, Leslie A. Ball, Notary Public in and for the state of
Idaho, do hereby certify that on this 14th day of Sept
2012, personally appeared before me Stephen G. Loosli known to be the
individual described in and who executed the within instrument and acknowledged
that Quit Claim Deed signed the same as Grantor in a
free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 14th day of September, 2012. Commission
expires 2/13 2018.

Leslie A. Ball

Notary Public



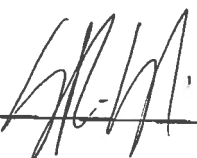
**Total
Real Estate Solutions!**

<http://www.totalrealestatesolutions.com>

Quit Claim Deed

THE GRANTOR Stephen G. Loosli of _____City of St. Anthony County of FremontState of Idaho for the consideration of _____Water Rights CONVEY _____ and QUIT CLAIM _____to Jaclyn Dalrymple of 823 N 2830 E City of _____St Anthony County of Fremont State of Idahoall interest in the following described real estate in the County of Fremont_____, In the State of Idaho to wit:

A split water rights enough to water 2 acres
for the southwest Quarter of section 23, township
8 North, Range 41 East, Boise meridian.

Dated this 14 day of Sep, 2012

Grantor's SignatureStephen G. Loosli

Type or Print Name

Recipient SignatureJaclyn Dalrymple

Type or Print Name



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



THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 4/26/2010

ADDRESS: TBD E. 800 N. St. Anthony, Idaho 83445 ID#: 13765

BUYER: Justin Richard Dalrymple and Jaclyn Dalrymple (husband and wife)

SELLER: Loma F. Winters Family Living Trust/ Reed A. Winters Family Living Trust (Ronald K. & Karen Winters)

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

☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of true copy of signed acceptance of this Counter Offer within the time frame specified herein.

(1) . PURCHASE PRICE TO BE \$30,000.00

(2) . Offer is for three acres only with water rights for 2 acres only.

(3) . 3 Acres to be determine by survey

(4) . Trustee's Ronald K. Winters & Karen Winters

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

If a signed acceptance is not delivered on or before (date): 4-29-2010 at 4 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

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

SELLER [Signature] Date 4-28-10 Time 10:55 ☒ A.M. ☐ P.M.
SELLER [Signature] Date 4-28-10 Time 1:40 ☐ A.M. ☒ P.M.
BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.
BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

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JULY 2009 EDITION

RE-13 COUNTER OFFER

Page 1 of

Company: Eagle Point Realty S/N: PCF5-06537
Provided by: Randy Batton Printed using Software from Professional Computer Forms Co. v. 7.0



RE-24 VACANT LAND

REAL ESTATE PURCHASE AND SALE AGREEMENT

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



1 ID# 13765 DATE 4-26-2010
2
3 LISTING AGENCY Eagle Point Realty Office Phone # 356-5777 Fax # 359-1424
4 Listing Agent Randy Batton E-Mail Phone # 390-6071
5 SELLING AGENCY Eagle Point Realty Office Phone # 356-5777 Fax # 359-1424
6 Selling Agent Shawn Fransen E-Mail shawn@eaglepointrealty.com Phone # 201-9269

7
8 1. BUYER: Justin Richard Dalrymple and Jaclyn Dalrymple (husband and wife)
9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred
10 as "PROPERTY" COMMONLY KNOWN AS tbd E. 800 N.
11 St. Anthony City Fremont County, ID, Zip 83445 legally described as:

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

13 2. \$ 21,000.00 PURCHASE PRICE: Twenty one thousand DOLL
14 payable upon the following TERMS AND CONDITIONS (not including closing costs):

15 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

16 (A). \$ 100.00 EARNEST MONEY: BUYER hereby deposits One hundred
17 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): na
18 ☐ other na and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account
19 upon receipt, ☒ upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker
20 ☐ other na for the benefit of the parties he
21 THE RESPONSIBLE BROKER SHALL BE: Theresa Brown

22 (B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable)
23 CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to purchase
24 SELLER within na business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient
25 and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial state
26 or contract(s) for the sale of BUYER'S current residence or other property to be sold.

27 (C). \$ 20,900.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

28 ☐ FIRST LOAN of \$ 20,900.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ I
29 ☐ RURAL DEVELOPMENT, ☐ OTHER na with interest not to exceed na % for a period of na year(s) at:
30 ☐ Fixed Rate ☐ Other na BUYER shall pay no more than na point(s) plus origination fee if any. SELLER shall pay no
31 than na point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☒ N/A.

32 ☐ SECOND LOAN of \$ na with interest not to exceed na % for a period of na year(s) at: ☐ Fixed
33 ☐ Other na BUYER shall pay no more than na point(s) plus origination fee if any. SELLER shall pay no more than na point(s)
34 reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

35 LOAN APPLICATION: BUYER ☒ has applied ☐ shall apply for such loan(s) within 5 business days (five [5] if left blank) of SELLER'S acceptance
36 Within 10 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written
37 confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds
38 necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender
39 underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel
40 agreement by notifying BUYER(S) in writing of such cancellation within 3 business days (three [3] if left blank) after written confirmation
41 required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written
42 confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably
43 withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money must
44 be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms
45 conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

46 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete
47 the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER
48 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration
49 Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER
50 agrees to pay fees required by FHA or VA.

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

54 (E). \$ 0.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER
55 closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between
56 approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing
57 escrow shall be adjusted in ☐ Cash ☐ Other: na

58 BUYER'S Initials () Date 4/26/2010

59 SELLER'S Initials () Date

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PROPERTY ADDRESS:

tbd E. 800 N.

St. Anthony

ID#:

13765

4. OTHER TERMS AND/OR CONDITIONS:

To be paid at time of completion of home (on or before June 30th 2010)
and some water rights for 3 ACRES

Purchase of 3 ACRES

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referenda, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the state permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): Power
- F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of Section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 30 business days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. 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 disapproved items, 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 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 disapproved items, BUYER shall provide to SELLER a pertinent section(s) of written inspection reports. SELLER shall have 5 business days (five [5] if left blank) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This shall remove the BUYERS inspection contingency.
3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days (five [5] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made on any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

BUYER'S Initials (S) (D) (M) Date 4/26/2010

SELLER'S Initials () () Date () ()

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

16. 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 destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

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

20. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agent, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

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

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

24. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the following contingencies. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law required by lender, or otherwise stated herein. The below costs will be paid as indicated and by no later than time of closing. Some costs are subject to lender program requirements. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): na unless otherwise agreed to by the parties in writing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)				X
Long Term Escrow Fees	X				Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey			X		PERC Test				X
Home Certification/Inspection Fee				X	Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy	X				Hazardous Waste Report(s)				X
Additional Title Coverage				X					
Water Rights Transfer Fee	X								
Attorney Contract Preparation or Review				X					

PROPERTY ADDRESS:

tbd E. 800 N.

St. Anthony

ID#:

13765

25. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy; such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pursue costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of matter. **If SELLER defaults**, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

26. 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 instructions 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, 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.

27. 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 on appeal.

28. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

29. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) Nov 11, 2009.

The parties agree that the CLOSING AGENCY for this transaction shall be Allstate Title & Escrow located at Republcity ID 83440. If a long term escrow/collection is involved, then the long-term escrow holder shall be na.

30. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date na at na am na pm. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, title, fuel tank, and utilities shall be prorated as of na.

31. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and contingencies which must be satisfied prior to closing:

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

Section 1:

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

Section 2:

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

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

BUYER'S SIGNATURE



SELLER'S SIGNATURE

PROPERTY ADDRESS: _____ tbd E. 800 N. _____ St. Anthony ID#: _____ 13765

33. ASSIGNMENT: This Agreement and any rights or interests created herein may be sold, transferred or otherwise assigned.

34. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 4-28-2010 at (L. Time in which PROPERTY is located) _____ A.M. P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

35. BUYER'S SIGNATURES:

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

BUYER Signature _____

Date 4/26/10 Time 6:55 A.M. P.M.

Address 324 N. 1st E.

E-Mail _____

BUYER (Print Name) Justin Dalrymple

Phone # 589-8760 Cell # _____

City Refugio State TX Zip 78444

Fax # _____

BUYER Signature _____

Date _____ Time _____ A.M. P.M.

Address _____

E-Mail _____

BUYER (Print Name) Judyn Dalrymple

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

36. SELLER'S SIGNATURES:

On this date, I/we hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature _____

Date _____ Time _____ A.M. P.M.

Address _____

E-Mail _____

SELLER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

SELLER Signature _____

Date _____ Time _____ A.M. P.M.

Address _____

E-Mail _____

SELLER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

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JULY 2009 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 6 of 7

Company: _____ Eagle Point Realty
 Provided by: _____ Shawn Fransen
 S/N: _____ PCF5-06537

Printed using Software from Professional Computer Forms Co., Inc.

I hereby release any rights & responsibilities
of water to said property at the time
of sale.

Seller: Gene Hathaway Date: 9-3-10

buyer: [Signature] Date: 9-3-10

RECORD OF SURVEY LES BALL

PART OF SW 1/4, SECTION 23, TWP. 8 NORTH, RANGE 41 E, B.M.
FREMONT COUNTY, IDAHO

LANDON SAUREY, CHRIS
HUSKINSON & ROBERT
SURVEYORS
L.S. 500723

LOT 15
HUSKINSON
SUBDIVISION -
DIVISION 1
L.S. 303547

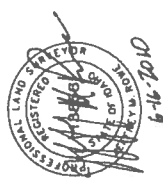
- LEGEND**
- △ MAG SPRING SET w/ WASHER STAMPED
T.S. 1.3856
 - SET 5/8" x 30" IRON ROD WITH
ALUM. CAP STAMPED PLS 1.3856
 - FOUND 5/8" IRON ROD WITH PLASTIC CAP
STAMPED "A 10785"
 - - - FENCE LINE
 - ⊥ QUARTER SECTION CORNER
 - ⊕ SECTION CORNER

NOTES:

BEARINGS SHOWN HEREIN ARE BASED ON THE IDAHO STATE
PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 DATUM.
ALL IRON PINS SET ARE 5/8" x 30" IRON ROD WITH AN
ALUMINUM CAP STAMPED "PLS 1.3856"

SURVEYOR'S CERTIFICATE

I, JEFFREY M. ROWE, A PROFESSIONAL LAND SURVEYOR IN THE
STATE OF IDAHO, NUMBER 13856, DO HEREBY CERTIFY THAT
THIS MAP AND THE SURVEY REFERRED TO HEREIN WERE
PERFORMED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE
WITH IDAHO STATE CODE, TITLE 55, CHAPTER 18.



WARNING
LINE IS 2 INCHES
AT FULL SIZE
(IF NOT 2" SCALE ACCORDANCE)

Record of Survey - LES BALL

PT. SW 1/4, SEC. 23, T. 8 N, R. 41 E, B.M.

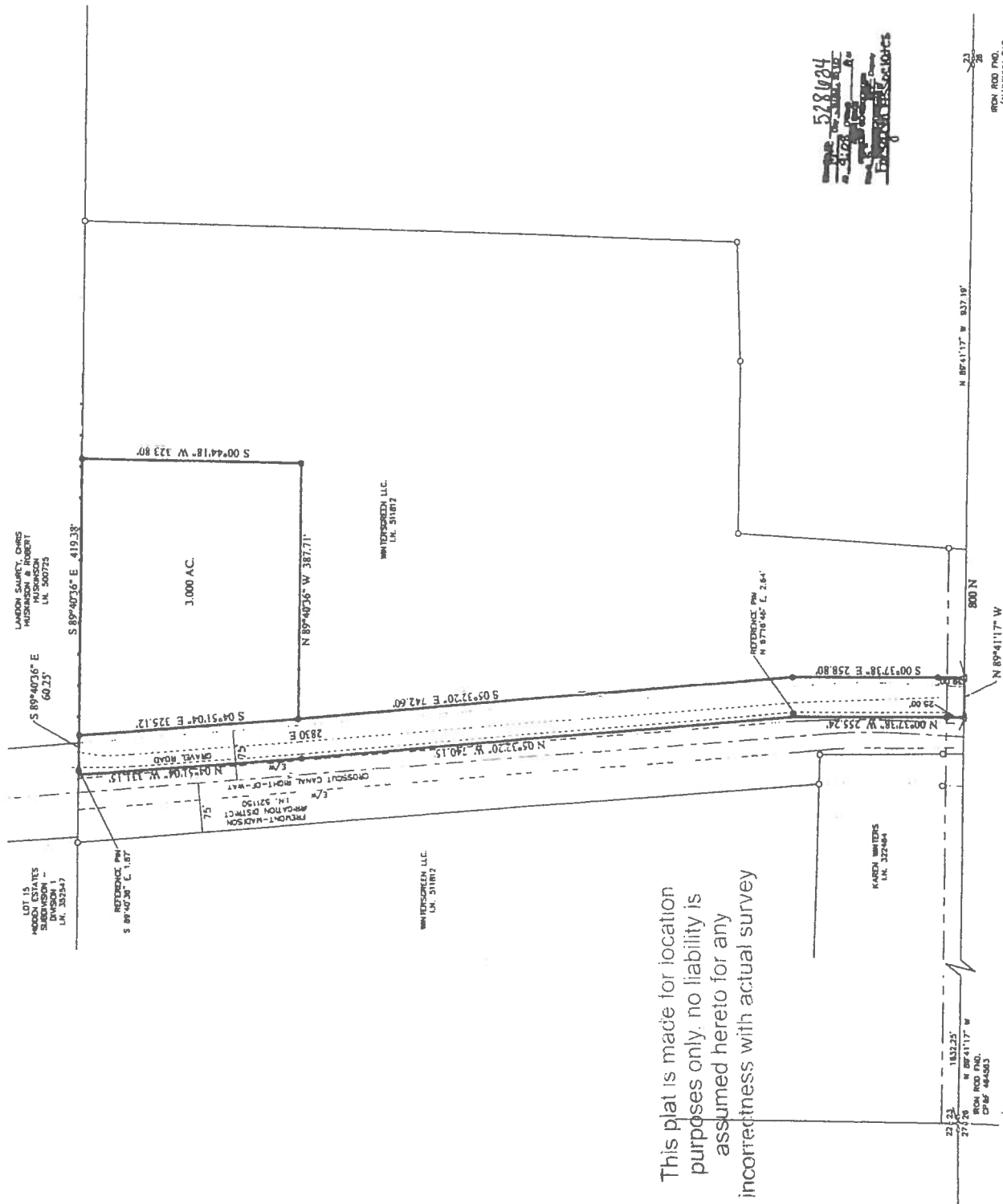
FORSYTH
Professional Land Surveyors

Job No.: 01-10-0914-105

Date: 6-16-2010

Drawn By: JMR

350 NORTH 2ND EAST
REXBURG, IDAHO 83440



This plat is made for location
purposes only. no liability is
assumed hereto for any
incorrectness with actual survey

IRON ROD PND.
w/ ALUMINUM CAP