

DEV ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 01 2012

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 65-23463	Yes ☒	SPLIT INTO - 65-23502 AND 65-23503			Yes ☐
PD 65-23461	Yes ☒	SPLIT INTO - 65-23505 AND 65-23506			Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Richard Davis Trust / Thelma Davis Trust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): John L. Alderman
Name of each new owner as listed on the conveyance document

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

1166 No. Cole Rd.

Mailing address

Boise

City

Id

State

83704

ZIP

208-336-6757

Telephone

help@aldermanmedical.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: 10/29/1999

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: John L. Alderman Owner 4/23/2012
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by RS Date 4-1-12 Receipt No. W040138 Receipt Amt. \$175.00
Approved by _____ Processed by RS Date 6-29-12

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

SUPPORT DATA

IN FILE # 65-23461

PIONEER TITLE

P.16/17



PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Riffeman Ave / Boise, Idaho 83704 / (208) 377-2700

WARRANTY DEED

For Value Received

J. SCOTT FEATHERSTONE, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

JOHN L. ALDERMAN, a single person

hereinafter referred to as Grantee, whose current address is

26 BROKEN OAR WAY, GARDEN VALLEY, ID 83622

the following described premises, to-wit:

LOT 4 IN BLOCK 1, OF BROKEN OAR #2 SEGREGATION SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED UNDER INSTRUMENT NO. 173888, OFFICIAL RECORDS OF BOISE COUNTY, IDAHO.

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

Dated: November 19, 1999.

J. SCOTT FEATHERSTONE

STATE OF Utah

COUNTY OF Salt Lake

On This 19TH day of November, in the year 1999, before me, a Notary Public in and for said State, personally appeared J. SCOTT FEATHERSTONE, known or identified to me to be the person(s) whose name(s) is subscribed in the within instrument, and acknowledged to me that he executed the same.

Notary Public of Utah

Residing at Salt Lake City

Commission expires: 01/26/2003



NOTARY PUBLIC
JOANN RAYNOR
3855 South Warrick Blvd
Salt Lake City UT 84119
My Commission Expires
February 28, 2003
STATE OF UTAH

INST# 175363
REQUEST with view
99 NOV 23 PM 4:
BOISE COUNTY REC'D
BY Shirley Heng
TYPE 31 FEE 3.00
chy

175363

P186153 DS/CS

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

4/25/2012

WATER RIGHT NO. 65-23463

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RICHARD DAVIS TRUST
Current Owner	THELMA DAVIS TRUST
	1118 BANKS LOWMAN RD
	GARDEN VALLEY, ID 83622-1004
Original Owner	W W HEDRICK FARMS
	1010 N ORCHARD
	BOISE, ID 83706
	(208)345-5900
Original Owner	HEDRICK & BODINE FARMS
	1154 N ORCHARD ST
	BOISE, ID 83704

Priority Date: 06/01/1866

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
WARM SPRINGS CREEK	MIDDLE FORK PAYETTE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.09 CFS	
Total Diversion			0.09 CFS	

Location of Point(s) of Diversion:

WARM SPRINGS CREEK	NWSW	Sec. 34	Township 10N	Range 04E	BOISE County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION BOISE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
09N	04E	3	2	NWNE	4.5		SWNE	4.3						
			3	NENW	1.1		SENE	5.7						

Total Acres: 15.6

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2.	C20	Basin 65 General Provisions No. 3, the Separate Streams General Provision, does not apply to appropriations of water after October 18, 1977. This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to Idaho Code Â§ 42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.
3.		THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 65-03002C, 65-03002E, 65-03002X, 65-03236A, 65-03237C, 65-23213, 65-23215, 65-23217, 65-23219, 65-03237E, 65-03237X, 65-23427, 65-23429, 65-23461, 65-23462, 65-23463 & 65-23464.
4.		USE OF THIS RIGHT WITH RIGHT NO. 65-23461 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 15.6 ACRES IN A SINGLE IRRIGATION SEASON.

Dates:

Licensed Date:

Decreed Date: 08/03/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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

ID# 104540DATE 10-21-99

1. REAL ESTATE OFFICES

Listing Agency Valley Real EstateSelling Agency Homeland RealtyMLS Office# 1201

MLS Office#

Listing Agent Name MIKE FowlerSelling Agent Name DAVE RoundtreeMLS Agent # 2712

MLS Agent #

Phone #(office) 462-3291 (home) 462-2305Phone #(office) (home) 388-85002. BUYER AND LEGAL DESCRIPTION: DR. JOHN L. ALDERMAN - An Unmarried Man

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as 28 Broken Oak City Garden Valley County Boise Idaho, Zip 83622 legally described as: lot #4 Broken Oak Sub #2

3. TOTAL PURCHASE PRICE: Three hundred Forty Thousand & 00/100 DOLLARS, \$ 340,000 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$ 5,000A. EARNEST MONEY: BUYER hereby deposits Five Thousand DOLLARS as Earnest Moneyevidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall

be held by: ☐ Listing Broker ☒ Selling Broker ☐ other for the benefit of the partieshereto, and Rusty Lucas (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be Rusty LucasB. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA ☐ RD ☐ OTHER FIRST LOAN of \$ not including mortgage

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

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

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

balances of said loans at closing of escrow shall be adjusted in ☒ Cash ☐ Other:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (RL) (RL) 10/21/99 Date SELLER's Initials (RL) (RL) Date

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61 PROPERTY ADDRESS: 28 Broken Bar RdID#: 104540

62 5. ADDITIONAL TERMS AND/OR CONDITIONS: Purchase of property is subject to sale & close of escrow
63 of home located at #1 Alderlee Way San Carlos CA 94070. Purchase of said property is
64 subject to complete home inspection to include but not limited to, roof, well, septic,
65 & termite inspection. Inspection to be paid by Seller. Seller shall remove said
66 property from the market & MLS until 01-02-00 or closing which ever comes first.
67 Buyer shall have the option to extend the closing 30 days & shall have the
68 right to occupy the residence as of 01-02-00 in return for \$2,800 being paid to
69 the Seller, which is non-refundable & does not apply to the Purchase Price. Any subsequent
70 extensions agreed upon by Buyer & Seller shall include a \$2800 payment to Seller.
71 6. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

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

80 A. INCLUDED IN THIS SALE: Refrigerator

81 B. EXCLUDED IN THIS SALE: NONE KNOWN

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

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

90 10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event
91 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received
92 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,
93 or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of
94 competent jurisdiction and shall recover court costs and reasonable attorney's fees.

95 11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if
96 applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

97 12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER
98 agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may
99 be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed
100 Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____

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

103 14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials (JD) (10/21/99) Date SELLER's Initials () () Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

Addendum No. 1

Beach Access:

Both parties (buyer and seller) shall have equal and joint access to the beach and riverfront property regardless of the property line which intersects the riverfront. Reasonable access shall be provided from both lots to the beach. This right shall be in perpetuity and not revoked per chance one party or the other shall sell.

First Right of Refusal:

Both parties agree to give the other in writing a first right of refusal should the owner determine to sell.

Seller

[Signature]

Buyer

[Signature]

Dated

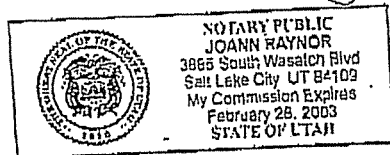
11/19/99

Dated

11/22/99

Notary:

[Signature]



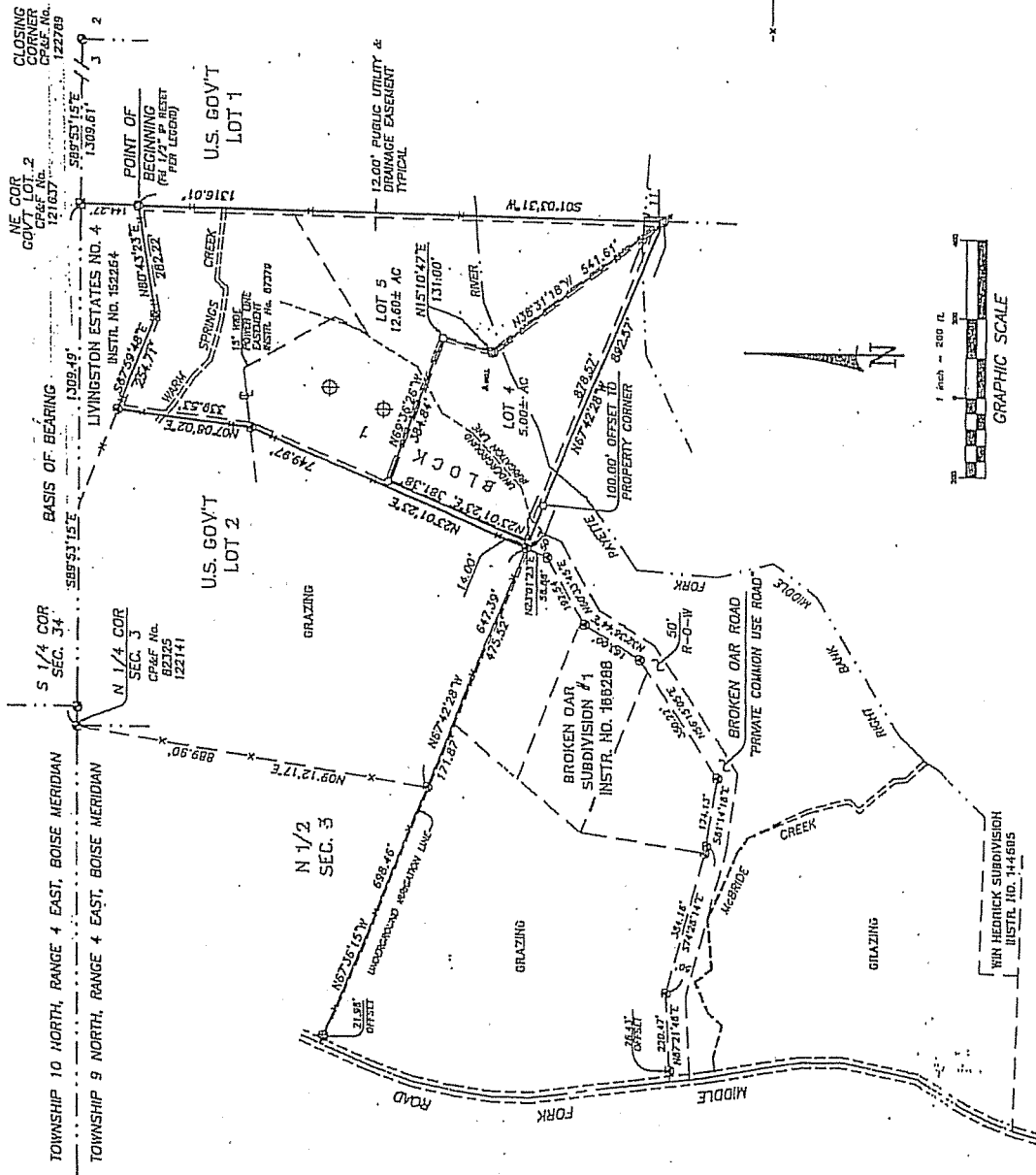
Diane E. Caughey
NOTARY PUBLIC for the state of Idaho
Boise County 6/26/2001



PLAT OF Lost # 173888

BROKEN OAR #2 SEGREGATION SUBDIVISION

IN A PORTION OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 4 EAST,
BOISE MERIDIAN, BOISE COUNTY, IDAHO.
1999



NOTES:

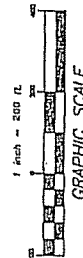
1. THE DEVELOPER SHALL COMPLY WITH J1-3003, IDAHO CODE RELATING TO TRANSFER OF WATER RIGHTS.
2. BUILDING SETBACKS SHALL BE AT LEAST:
FRONT 20 FEET
REAR 20 FEET
SIDE 10 FEET, PLUS 12 FEET BETWEEN BUILDINGS
3. A 12 FOOT UTILITY AND DRAINAGE EASEMENT EXISTS INSIDE ALL LOT LINES, ALONG ROADS AND ALONG THE SUBDIVISION BOUNDARY. A 12 FOOT EASEMENT WILL BE CENTERED ON ALL INTERIOR LOT LINES.
4. LOTS SHALL NOT BE REDUCED BY SIZE WITHOUT PRIOR APPROVAL OF APPROPRIATE HEALTH AUTHORITY AND THE BOISE COUNTY COMMISSIONERS.
5. ALL AREAS SHOWN HEREON ARE FOR TAX PURPOSES ONLY.
6. UTILITY AND DRAINAGE EASEMENTS ALONG ROADS MAY BE USED AS A ROAD RIGHT-OF-WAY EASEMENT AND FOR SNOW STORAGE.
7. ROAD GRADES SHALL NOT EXCEED 10% GRADIENT, EXCEPT THAT SECONDARY ACCESS EASEMENTS MAY EXCEED 10% GRADIENT.
8. ALL ROADS PLATTED HEREIN, EXCEPT MIDDLEFORK ROAD, ARE PRIVATE ROADS AND THEREFORE, NO COUNTY SERVICES, EXCEPT EMERGENCY IN NATURE, SHALL BE PROVIDED.

LEGEND:

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- FOUND 6" ROUND FENCE POST PER LIVINGSTON ESTATES No. 4 SEGREGATION SUBDIVISION PLAT INSTR. No. 152254 WITH SPIKE AND WASHER PLS 4108
- SET 5/8" IRON PIN W/PLASTIC CAP PLS 6552
- SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552
- ⊕ TEST HOLE
- X—X— BARBED WIRE FENCE
- R-O-W RIGHT OF WAY



THE COUNTY SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 974
703 No. WASHINGTON AVE.
Emmett, Idaho 83617
Phone: (208) 365-7170



WIN HEDRICK SUBDIVISION
INSTR. NO. 144605

Manufactured by:
Alexander Clark Business Forms
10801 Emerald, Boise, Idaho 83725 (208) 322-0811

PURCHASE & SALES AGREEMENT RE21 PAGE 3

PROPERTY ADDRESS:

28 Brooke OakID#: 104540

15. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 20 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have 5 business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

16. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property

Disclosure Form" or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No ☐ N/A

17. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than N/A or the contingency will terminate. (d) That

BUYER hereby ☒ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. FINAL VERIFICATION OF CONDITION: BUYER shall have the right to make a final inspection of the property approximately 1 day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 30 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 30 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: BUYER ~~SELLER~~.

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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER's Initials (PD) (10/21/99) Date SELLER's Initials () () Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1987

PURCHASE & SALES AGREEMENT RE21 PAGE 4

PROPERTY ADDRESS: 28 Broken OakID#: 104540

20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ N/A lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Title Ins. Standard Coverage Owner's Policy			X	
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy				X
Attorney Contract/Document Preparation Fee/Cost				X	Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation				X	Septic Inspection		X		
Flood Certification Fee				X	Septic Pumping		X		
Flood Tracking Fee				X	Survey				X
Loan Assumption Fee				X	Well Inspection		X		
Tax Service Fee				X	Appraisal/Re-inspection Fee				X

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

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

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. 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 make 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 Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, 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, and 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 pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title 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 the 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.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. 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. The closing date shall be no later than JAN 02, 2000

The parties agree that the "closing agency" for this transaction shall be Primer Title

If a long-term escrow / collection is involved, then the long-term escrow holder shall be Primer Title

28. POSSESSION: BUYER shall be entitled to possession ☒ Upon closing or ☐ Date 01-02-2000 "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. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials (P) Date 10/21/99 SELLER's Initials (S) Date 10/21/99

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

PURCHASE & SALES AGREEMENT RE21 PAGE 5

PROPERTY ADDRESS: 28 Broken Oak ID#: 104540

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: Subject to the sale of #1 Alderlee Way, San Carlos, CA 94070. 28 Broken Oak to close within 5 business days of closing of #1 Alderlee Way, San Carlos, CA.

30. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) Non Agent for the BUYER.Selling broker acted as a(n) Agent for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) Agent for the SELLER.Selling broker acted as a(n) Non Agent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 10-22-99 and (Time) 5:00 pm. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)BUYER Signature John R. Alderman (RD) BUYER Signature _____BUYER (Print Name) JOHN R. ALDERMAN (RD) BUYER (Print Name) _____Date 10/21/99 Time 4pm Phone # 650-851-8560 Date _____ Time _____ Phone # _____Address #1 Alderlee Way 302 925-787-3471 Address _____City San Carlos State Ca Zip 94070 City _____ State _____ Zip _____

33. 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. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM☐ SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature _____ SELLER Signature _____

SELLER (Print Name) _____ SELLER (Print Name) _____

Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this _____ day of _____, 19_____.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)

THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM ☒ or an AMENDMENT ☐ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: 10-21-99, 19 99 ID # 104540

ADDRESS: 26 Booked Oak Rd

BUYER(S): Alderman

SELLER(S): Featherstone

The undersigned Parties hereby agree as follows:

- 1) Buyer & Seller agree to execute an easement for both parties to have access to the Riverfront beach, for family & guests.
- 2) Buyer & Seller agree to give each other a first right of refusal in the event either party decides to sell their adjoining properties.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

John Alderman BUYER _____ SELLER

_____ BUYER _____ SELLER

DATED: 10/21/99 DATED: _____

TIME: 4pm ☐ A.M. ☒ P.M. TIME: _____ ☐ A.M. ☐ P.M.

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