

DEV ✓

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**Notice of Change in Water Right Ownership**

RECEIVED  
FEB 09 2012

WATER RESOURCES  
WESTERN REGION

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 63-31801           | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| PD 63-31799           | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: TUSCANY HILLS, LLC  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): WDT Lake View, LLC  
Name of each new owner as listed on the conveyance document  
G. Darwin Symms, Managing Member  
New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or  
14068 Sunny Slope Road  
Mailing address  
Caldwell ID 83607  
City State ZIP  
208/459-4821 dar@symmsfruit.com  
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?  
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.  
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 6 - 30 - 2011
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] Managing Member 2-7-12  
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by MP Date 2/9/12 Receipt No. W039898 Receipt Amt. \$50.00  
Approved by \_\_\_\_\_ Processed by RS Date 4-18-12



Order Number: C1130455 HC/MG

### Warranty Deed

For value received,

Tuscany Hills, LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

WDT Lake View, LLC, an Idaho limited liability company

whose current address is 14088 Sunnyslope Road, Caldwell, ID 83607

the grantee, the following described premises, in Canyon County, Idaho, to wit:

A parcel of land being a portion of the Southwest Quarter of the Northeast Quarter, of the Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Southeast Quarter, and Southeast Quarter of the Southeast Quarter of Section 10 and a portion of the Northwest Quarter of the Northwest Quarter, Southwest Quarter of the Northwest Quarter, and Northwest Quarter of the Southwest Quarter of Section 11 Township 2 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Beginning at the southeast corner of said Southeast Quarter of the Southeast Quarter of Section 10, (corner common to Sections 10, 11, 14, and 15), said corner monumented with a found 5/8-inch diameter iron pin; thence South 89° 26' 12" West, a distance of 60.00 feet along the southerly boundary of said Southeast Quarter of the Southeast Quarter to a found 5/8-inch diameter iron pin; thence North 00° 10' 45" West, a distance of 901.59 feet to a found 5/8-inch diameter iron pin; thence North 39° 38' 58" West, a distance of 326.43 feet to a found 5/8-inch diameter iron pin; thence North 19° 41' 04" West, a distance of 722.65 feet to a found 5/8-inch diameter iron pin; thence North 16° 46' 39" West, a distance of 200.80 feet to a found 5/8-inch diameter iron pin; thence North 37° 05' 34" West, a distance of 589.60 feet to a found 5/8-inch diameter iron pin; thence North 13° 48' 22" West, a distance of 527.44 feet to a found 5/8-inch diameter iron pin; thence North 00° 53' 06" East, a distance of 491.88 feet to a found 1/2-inch diameter iron pin; thence North 61° 13' 44" West, a distance of 315.86 feet to a found 1/2-inch diameter iron pin; thence North 21° 41' 47" West, a distance of 304.80 feet to a found 1/2-inch diameter iron pin; thence North 89° 54' 05" East, a distance of 1431.50 feet to a point on the easterly boundary of said Southeast Quarter of the Northeast Quarter, monumented with a found 1/2-inch diameter iron pin; thence North 00° 05' 43" West, a distance of 30.02 feet along said easterly boundary to the southwest corner of said Northwest Quarter of the Northwest Quarter, monument with a found 5/8-inch diameter iron pin; thence North 00° 05' 31" West, a distance of 670.09 feet along the westerly boundary of said Northwest Quarter of the Northwest Quarter to a point on the approximate centerline of the Mora Canal; thence along said approximate centerline of the Mora Canal the following courses and distances; thence North 43° 14' 15" East, a distance of 41.80 feet to a point; thence North 30° 24' 11" East, a distance of 41.17 feet to a point; thence North 24° 39' 51" East, a distance of 85.27 feet to a point; thence 115.83 feet along the arc of a 93.80 foot radius to the right, with a central angle of 70° 45' 10" and a long chord of which bears North 60° 02' 27" East, a distance of 108.61 feet to a point; thence 82.49 feet along the arc of a 114.69 foot radius to the right, with a central angle of 41° 12' 28" and a long chord of which bears South 63° 58' 45" East, a distance of 80.72 feet to a point; thence South 43° 22' 38" East, a distance of 168.47 feet to a point; thence South 31° 32' 37" East, a distance of 81.95 feet to a point; thence South 20° 36' 46" East, a distance of 100.94 feet to a point; thence 75.73 feet along the arc of a 34.07 foot radius to the left, with a central angle of 127° 21' 34" and a long chord of which bears South 84° 17' 40" East, a distance of 61.08 feet to a point; thence North 32° 01' 25" East, a distance of 180.06 feet to a point; thence North 42° 12' 56" East, a distance of 115.85 feet to a point; thence 280.99 feet along the arc of a 217.13 foot radius to the right, with a central angle of 74° 08' 51" and a long chord of which bears North 79° 17' 24" East, a distance of 261.79 feet to a point; thence South 63° 38' 06" East, a distance of 63.27 feet to a point; thence leaving said approximate centerline South 00° 07' 30" East, a distance of 2115.51 feet to a point on the northerly boundary of said Northwest Quarter of the Southwest Quarter, monumented with a found 5/8-inch diameter iron pin; thence North 89° 21' 02" East, a distance of 331.92 feet along said northerly boundary to the northeast corner of said Northwest Quarter of the Southwest Quarter, monumented with a found 5/8-inch diameter iron pin; thence

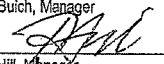
South 00° 10' 43" East, a distance of 1322.98 feet along the easterly boundary of said Northwest Quarter of the Southwest Quarter to the southeast corner of said Northwest Quarter of the Southwest Quarter, monumented with a found 5/8-inch diameter iron pin; thence  
South 89° 19' 07" West, a distance of 1327.05 feet along the southerly boundary of said Northwest Quarter of the Southwest Quarter to the southwest corner of said Northwest Quarter of the Southwest Quarter, monumented with a found 5/8-inch diameter iron pin; thence  
South 00° 10' 33" East, a distance of 1323.07 feet along the easterly boundary of said Southeast Quarter of the Southeast Quarter to the Point of Beginning.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

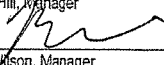
Dated: June 28, 2011

Tuscany Hills, LLC, an Idaho Limited Liability Company

Dave Buich, Manager



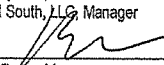
Todd Hill, Manager



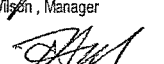
Rod Wilson, Manager

Tuscany Hills, LLC

by: TH South, LLC, Manager



Rod Wilson, Manager



Todd Hill, Manager

State of Idaho, County of Canyon

On this \_\_\_\_\_ day of June, in the year of 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Dave Buich known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Notary Public

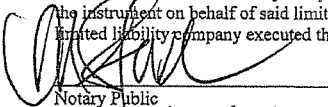
Residing at:

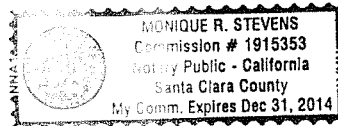
My Commission Expires:

(seal)

State of Ca, County of Santa Clara

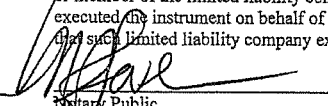
On this 28 day of June, in the year of 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Hill known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

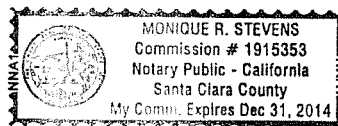
  
Notary Public  
Residing at: Los Gatos  
My Commission Expires: 12-31-14  
(seal)



State of Ca, County of Santa Clara

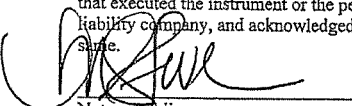
On this 28 day of June, in the year of 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Rod Wilson known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

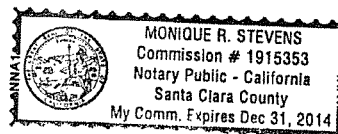
  
Notary Public  
Residing at: Los Gatos  
My Commission Expires: 12-31-14  
(seal)



State of Ca, County of Santa Clara

On this 28 day of June, in the year of 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Rod Wilson which is the Manager of TH South LLC which is known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

  
Notary Public  
Residing at: Los Gatos  
My Commission Expires: 12-31-14  
(seal)

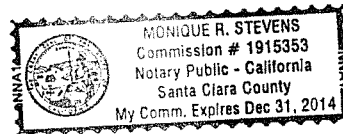


State of Ca, County of Santa Clara

On this 28 day of June, in the year of 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Hill which is the Manager of TH South LLC which is known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the

[Signature]

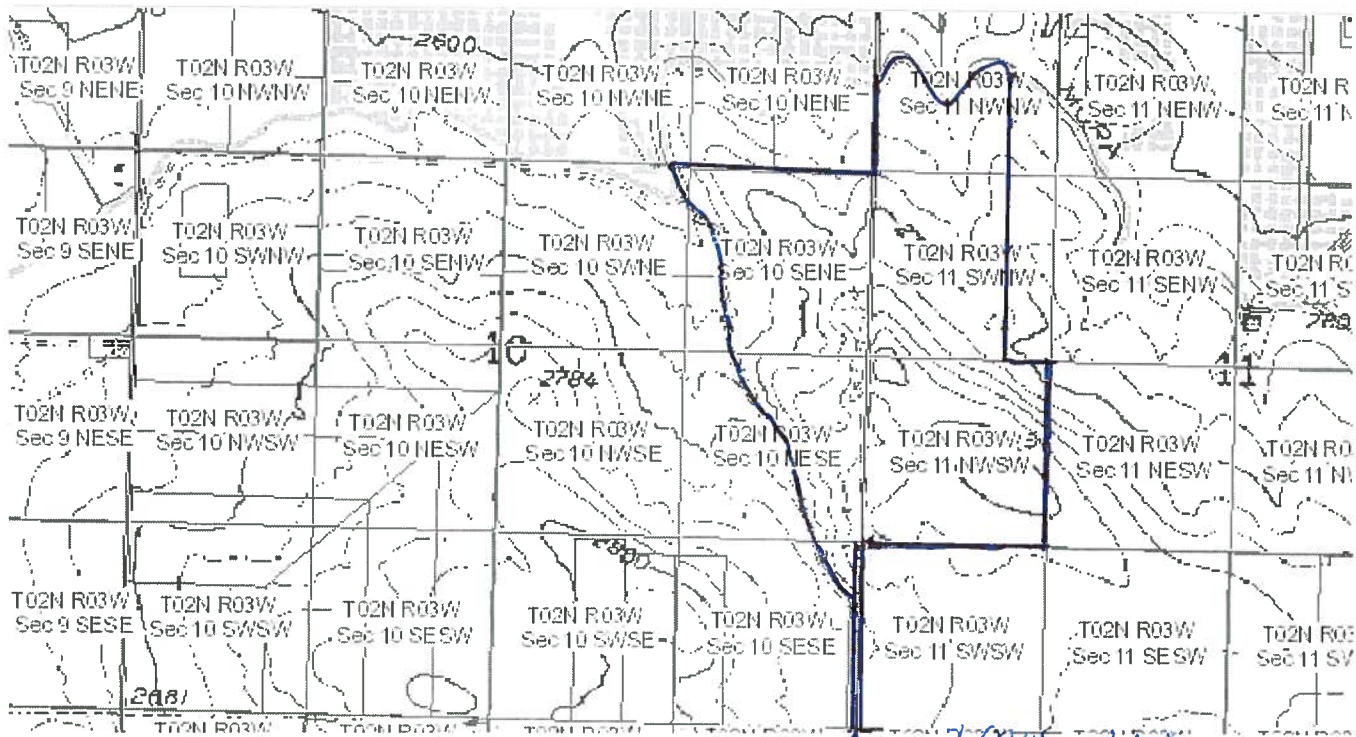
Notary Public  
Residing at: Los Gatos  
My Commission Expires: 12.31.14  
(seal)





Department of  
Water Resources

Transfer Application Internet Mapping



145.5 ACRES

WATER RTS.

- 63-31799

- 63-31801

[Help](#) [Other Maps](#) [Water Resources Home](#) [Idaho.gov](#)

TitleOne Corporation  
5660 E. Franklin Rd., Suite 101  
Nampa, ID 83687  
(208)475-1155  
(208)475-1156  
www.titleonecorp.com

**STATEMENT OF SETTLEMENT FOR PURCHASER/BORROWER**

PROPERTY ADDRESS: 0 Lewis Lane, Nampa, ID 83686

PURCHASER/BORROWER(S): WDT Lake View, LLC

SELLER(S): Tuscan Hills, LLC, an Idaho Limited Liability Company

SETTLEMENT DATE: 06/28/11

DISBURSED: 06/28/11

PRORATION DATE: 06/28/11

LEGAL DESCRIPTION: 10-2N-3W NE

|                                                                         | DEBIT      | CREDIT     |
|-------------------------------------------------------------------------|------------|------------|
| Contract Sales Price                                                    | 300,699.00 |            |
| Deposit or earnest money                                                |            | 10,000.00  |
| Est. Tax @ \$6794.92 01/01/11 to 06/28/11 ( 6,794.92 / 365 x 178 days ) |            | 3,313.69   |
| Title services and lender's title insurance                             | 340.00     |            |
| Settlement/Closing Fee TitleOne Corporation                             | 340.00     |            |
| Lender's title insurance to TitleOne Corporation                        |            |            |
| TitleOne Corporation                                                    |            |            |
| Government recording charges                                            | 21.00      |            |
| Subtotals                                                               | 301,060.00 | 13,313.69  |
| Balance Due FROM Purchaser/Borrower                                     |            | 287,746.31 |
| TOTALS                                                                  | 301,060.00 | 301,060.00 |

The above figures do not include sales or use taxes on personal property

**APPROVED and ACCEPTED**

PURCHASER(S) / BORROWER(S):

WDT Lake View, LLC, an Idaho limited liability company

BY:

G. Dar Symms, Member

BY:

Daniel T. Symms, Member

BY:

James W. Mertz

ESCROW AGENT:

TitleOne Corporation



5660 E. Franklin Rd., Suite 101  
Nampa, ID 83687  
Ph. (208)475-1155  
Fx. (208)475-1156  
www.titleonecorp.com

### Tax Agreement

Escrow No. C1130455

Date: June 28, 2011

To: TitleOne Corporation

The undersigned buyer and seller hereby instruct Escrow Holder to prorate annual property taxes based on 2011 Estimated annual taxes in the amount of \$6,794.92.

If this property is new construction the taxes have been prorated on lot value only. The buyer shall be responsible for the occupancy tax at year end.

Should the actual tax bill be greater than \$6,794.92, the undersigned parties hereby acknowledge it will be their sole responsibility outside of escrow to rectify said difference. Seller herein acknowledges they will be responsible for any additional tax proration payment due Buyer herein outside of escrow, without further instruction and/or authorization from the undersigned.

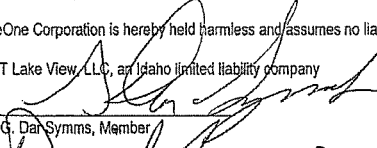
Should the actual tax bill be less than \$6,794.92, the undersigned parties hereby acknowledge it will be their sole responsibility outside of escrow to rectify said difference. Buyer herein acknowledges they will be responsible for any additional tax proration payment due Seller herein outside of escrow, without further instruction and/or authorization from the undersigned.

Buyer and/or Seller have the right to request a copy of the current year's tax bill directly from the county treasurer for the county in which the real property lies.

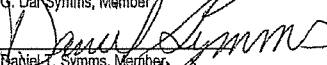
The undersigned parties understand that should Seller have abandoned their Homeowners Exemption prior to April 15, that such abandonment may not be properly reflected in the above prorated amount and that the undersigned parties acknowledge it will be their sole responsibility outside of escrow to rectify any difference in the prorated amount resulting therefrom.

TitleOne Corporation is hereby held harmless and assumes no liability for the same.

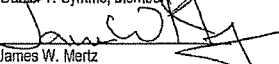
WDT Lake View, LLC, an Idaho limited liability company

BY: 

G. Dar Symms, Member

BY: 

Gabriel T. Symms, Member

BY: 

James W. Mertz

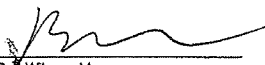
Tuscany Hills, LLC, an Idaho Limited Liability Company

Dave Bulch, Manager

Todd Hill, Manager

Rod Wilson, Manager

Tuscany Hills, LLC  
by: TH South, LLC, Manager

  
Rod Wilson, Manager

  
Todd Hill, Manager





5660 E. Franklin Rd., Suite 101  
Nampa, ID 83687  
Ph. (208)475-1155  
Fx. (208)475-1156  
www.titleonecorp.com

### Escrow Closing Instructions

(Purchase)

Escrow No. C1130455

Date: June 28, 2011

To: TitleOne Corporation

Before close of escrow Tuscany Hills, LLC, an Idaho Limited Liability Company deposited, or will deposit with you, under these instructions, the following:

- (x) Fully-executed Warranty Deed in favor of Buyer herein
- (x) HUD-1 Closing Statement/Escrow Closing Statement
- (x) 1099 Form
- (x) Tax Agreement
- (x) Loan documents required by Lender
- (x) Affidavit and Indemnity as to Debts, Liens and Possession

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller \$300,699.00 subject to any charges and/or credit authorized herein.

WDT Lake View, LLC deposited, or will deposit with you, a cashier's check or other certified funds as required to comply with these instructions, and the following:

- (x) HUD-1 closing statement/Escrow Closing statement
- (x) Tax Agreement
- (x) Loan documents required by lender

Earnest money in the amount of \$10,000.00 has been deposited with TITLEONE CORP. by the buyer outside of escrow, which shall be withheld at time of closing.

1. You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

- a. When you are in a position to issue, or have issued, an ALTA policy (or policies) of title insurance insuring the buyer (or as otherwise hereinafter provided) in the form as follows:

ALTA Owner's Policy (811706): "Standard Coverage"

in the amount of \$300,699.00 on the real property described in Title Commitment No. C1130455 HC/MG, which the undersigned have read and approved, which will show record title vested in: WDT Lake View, LLC, an Idaho limited liability company, free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and Exceptions 1-7, 14-24, as set forth in above referenced Title Commitment dated May 24, 2011.

- b. Then you are instructed to disburse deposited funds pursuant to the escrow closing statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein. Escrow Holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content, and terms and have been approved for use in this escrow:

Documents Prepared By Escrow: WARRANTY DEED

2. You are instructed to prorate as of June 28, 2011 the following: EST. '11 TAX, and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in the proration herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorations provided above. It is understood and agreed that the real property tax proration herein is based on 2011 Estimated taxes in the amount of \$6,794.92. The undersigned

parties hereby affirm and agree that Escrow Holder, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of escrow. Escrow Holder shall not be responsible or liable for reimbursements as required thereby.

3. All water and utility charges will be handled by the principals outside of escrow. Escrow Holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from Seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and Seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from Seller's proceeds and/or deduct from Buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow Holder has or may have other banking relationships and further consent to the retention by Escrow Holder and/or its affiliates, if any, and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
7. These instructions are effective for 15 days from the date hereof, and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterpart with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any earnest money receipt and agreement or commission agreement (agreements), executed by the parties herein, and that said agreements (and amendments thereto, if any) is (are) not a part of these escrow closing instructions.
10. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said agreements. The undersigned hereby affirm that all of the terms and conditions contained in the earnest money agreement have been met or waived to the complete satisfaction of the parties.
11. You are instructed to furnish to any broker or lender identified with this transaction, or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.
12. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as escrow holder shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
13. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise and/or represent you in any suit or action brought affecting this escrow or the papers

held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instructions, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.

14. If for any reason, funds are retained or remain in escrow after closing date, you are to deduct there from a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

Additional Instructions

Declaration of Escrow Services

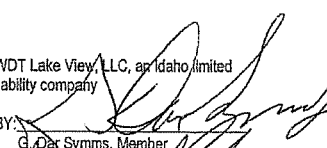
Both Buyer and Seller acknowledge the following by their signatures below:

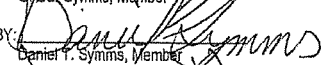
1. We have been specifically informed that TitleOne Corporation is not licensed to practice law and no legal or accounting advice has been offered by TitleOne Corporation or any of its employees. We have been further informed that TitleOne Corporation is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.
2. We have been requested by Escrow Holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.
3. We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.
4. These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.
5. We further understand that TitleOne Corporation assumes no liability as to any law, ordinance, or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

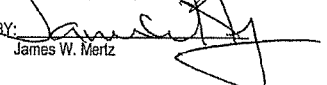
THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.

Tuscany Hills, LLC, an Idaho Limited Liability Company

WDT Lake View, LLC, an Idaho limited liability company

BY:   
G. Dar Symms, Member

BY:   
Daniel F. Symms, Member

BY:   
James W. Mertz

Dave Buich, Manager

Todd Hill, Manager

Rod Wilson, Manager

Tuscany Hills, LLC  
by: TH South, LLC, Manager

Rod Wilson, Manager

Todd Hill, Manager

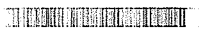
Forwarding address (Buyer)

14068 SUNNY SLOPE RD  
CALDWELL, ID 83607

Forwarding address (Seller)

\_\_\_\_\_  
\_\_\_\_\_  
Acknowledged by: TitleOne Corporation

\_\_\_\_\_  
Edie O'Dell





5660 E. Franklin Rd., Suite 101  
Nampa, ID 83687  
Ph. (208)475-1155  
Fx. (208)475-1156

**Acknowledgment and Approval of Title Commitment, CCR's, and Plat Map**

To: TitleOne Corporation

Order Number: C1130455

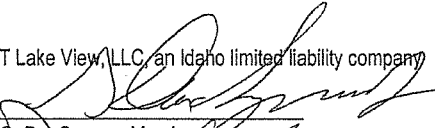
Brief Legal: 10-2N-3W NE

Property Address: 0 Lewis Lane, Nampa, ID 83686

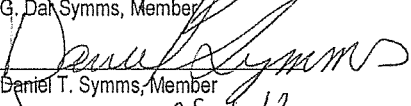
The undersigned buyer herein acknowledges receipt of the title commitment, CCR's, and plat map to the real property referenced above. The undersigned further acknowledge they have read and approved said title commitment, CCR's, and plat map and hold TitleOne Corporation harmless and without liability for the same.

Date: June 28, 2011

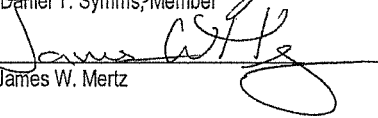
WDT Lake View, LLC, an Idaho limited liability company

BY: 

G. Dak Symms, Member

BY: 

Daniel T. Symms, Member

BY: 

James W. Mertz

5660 E. Franklin Rd., Suite 101  
Nampa, ID 83687  
Ph. (208)475-1155  
Fx. (208)475-1156  
[www.titleonecorp.com](http://www.titleonecorp.com)

## Privacy Policy Notice

June 30, 2001

Dear TitleOne Corporation Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes title insurance agencies. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information. The following statement is the privacy policy of TitleOne Corporation:

**What kinds of information we collect.** Most of TitleOne Corporation's business is title insurance and escrow services. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balance, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write us.

**How we use this information.** TitleOne Corporation does not share your information with marketers outside its own family of companies. There is no need to tell us to keep your information to ourselves because we share your information only to provide service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

**How we protect your information.** We restrict access to nonpublic personal information about you to those employees who need the information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

INITIAL *DTS*  
*[Signature]*  
609

INITIAL

**ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT**

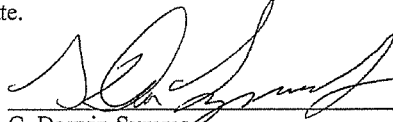
THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT ("Assignment"), dated effective as of June 30, 2011 (the "Effective Date") is made between G. Darwin Symms ("Assignor"), and WDT Lake View, LLC ("Assignee"). Assignor and Assignee may be referred to here in as a "Party" or "Parties", as the case may be.

**RECITALS**

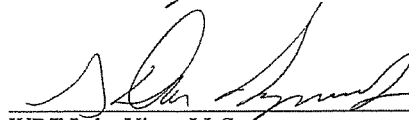
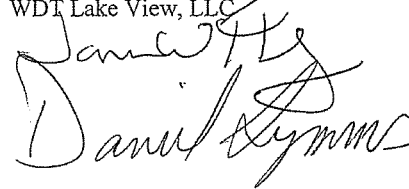
- A. Assignor and Owner of Record, entered into that certain Real Estate Purchase and Sale Agreement, Counter Offers #1 and #2, and First Amendment dated 5/16/2011, 6/2/2011, 6/10/2011 and 6/20/2011 respectively providing for the purchase of that certain property known as Tuscan Hills 144 +/- acres at 0 Lewis Road in Canyon County Idaho as legally described therein (the "Property").
- B. Assignor now desires to assign it rights, title and interest in the Agreement to the Assignee and Assignee desires to accept and assume the Agreement as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be effective as of the Effective Date.

ASSIGNOR:

  
G. Darwin Symms

ASSIGNEE:

  
WDT Lake View, LLC  
  
Daniel Symms

SCHEDULE 1

REAL ESTATE PURCHASE AGREEMENT  
AND ESCROW INSTRUCTIONS

COMMISSION AND AGENCY

Seller shall pay to ITS' AGENT a commission in cash equal to SIX percent (6%) of the Purchase Price, provided, however, that such commission shall be payable only in the event that the closing occurs and the sale of the Property as contemplated in this Agreement is consummated. Other than the real estate commission set forth herein above, Seller and Buyer each hereby warrant and represent to the other that no brokers, agents, finders fee, commissions, or other similar fees are due or arising in connection with the entering into of this Agreement, the sale and purchase of the Property, or the consummation of transactions contemplated herein, and Seller and Buyer each hereby agree to indemnify and hold the other harmless from and against all liability, loss, cost, damage, or expense (including, but not limited to, attorneys' fees and costs of litigation) which the other party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Agreement, the sale and purchase of the Property, or the consummation of the transactions contemplated herein.

BROKERAGE

This section contains additional provisions which supplement the Purchase and Sale Agreement dated \_\_\_\_\_, 2011 between G. DARWIN SYMMS OR ASSIGNS as Buyer and Tuscany Hills, LLC an Idaho Liability Company as Seller for the purchase and sale of certain real property commonly known as Tuscany Hills in Nampa, Canyon County, State of Idaho.

1. REPRESENTATION CONFIRMATION. John M. Starr, agent, George Diff, broker of Colliers Paragon, LLC are representing the Buyer, Tracy Kasper agent, Arvid Salisbury, broker of Silverhawk Realty are representing the Seller. This representation commenced on submittal of this Real Estate Purchase and Sale Agreement and will expire upon closing of the completed transaction.

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:

- A. ☒ The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. ☐ The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
- 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 broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. ☒ The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).

- B. ☐ The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
- C. ☐ The brokerage working with the BUYER(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 broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

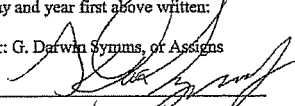
Each party signing this document confirms that he or she has received read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the brokers agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS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

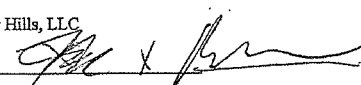
2. RESPONSIBLE BROKER. The Responsible Broker in this transaction is Don Wixom, Designated Broker for REMAX Advantage.

IN WITNESS WHEREOF, the parties have executed this section by their duly authorized representative as of the day and year first above written:

Buyer: G. Darwin Symms, or Assigns

Seller Tuscany Hills, LLC

By: 

By: 

Its: NA

Its: \_\_\_\_\_

Date: 6/30/11

Date: \_\_\_\_\_

Address: 14068 Sunnyslope Road

Address: \_\_\_\_\_

Caldwell, ID 83607

\_\_\_\_\_

Telephone: 208/459-4821

Telephone: \_\_\_\_\_

Fax: 208/459-6932

Fax: \_\_\_\_\_

