

Jordan, Blake

From: Michael C Creamer [mcc@givenspursley.com]
Sent: Tuesday, July 19, 2011 4:42 PM
To: Jordan, Blake
Cc: 'delkohtzidwc'; 'Jason C. Helms, P.E.'
Subject: Allen-Brower.PDF; Brower MLS.PDF; BrowerBartausky P&S.PDF [IW OV-GPDMS.FID473616]
Attachments: Allen-Brower.PDF; Brower MLS.PDF; BrowerBartausky P&S.PDF

Dear Blake:

I am attaching for your review a copy of the purchase and sale agreement between the Browers and Bartauskys and a copy of the MLS listing by which the lot that the Browers sold to the Allens was marketed regarding the sale lots in T1SR33E, Section 36.

The Bartausky purchase agreement, addendum 2, specifically recites that "No water rights are included with the property," and Mr. Brower has confirmed to me over the phone this morning that this was consistent with the parties' intent in the purchase and sale of the property. The purchase agreement between Browers and Rick Allen apparently did not specifically state that no water was included, but the MLS listing by which the property purchased by the Allens was marketed indicated that no irrigation water was included. Both Mr. Brower and the Allens understood this at the time the property sold--Mr. Brower confirmed this to me over the phone this morning, and both he and Del Kohtz reminded me that the Allens have contracted with Del Kohtz to purchase water to be transferred to the property they purchased from the Browers specifically because no irrigation water was intended to be, or was, conveyed to them in the sale.

Under Idaho law, a conveyance of land, together with appurtenance, carries with it the water rights appurtenant to the land at the time of the conveyance, unless such water rights were specifically reserved in the deed, or unless it can be clearly shown that it was known to both parties that the water rights were not intended to be conveyed. Russell v. Irish, 20 Idaho 194, 198-199, 118 P. 501 (1911); Koon v. Empey, 40 Idaho 6, 11, 231 P. 1097 (1924); Hunt v. Bremer, 47 Idaho 490, 493, 276 P. 964 (1929); Wiel, Water Rights in the Western States, p. 588-591 (1911)(whether water right passes as appurtenance with conveyance of land is a question of intention, to be drawn from the deed, or when the deed is silent as to the water right, from the surrounding circumstances evidencing the intention of the grantor).

The foregoing clearly shows that it was known to the parties in each purchase and sale and intended that the lots were sold without the appurtenant irrigation water. Consequently, Mr. Brower would have retained title to the water rights when he gave the water right deed to Idaho Water Company.

Hopefully this adequately addresses the question you posed in our conversation yesterday and resolves the issue of whether Idaho Water Company has title to the water rights involved in the transfer of water to the City of Chubbuck and affecting the related offsetting transfers. Please advise me of your concurrence at your first convenience.

I am arranging for the authorizations for substitution of pages to the transfer application to be forwarded to you soon.

Sincerely,

Michael C. Creamer
Givens Pursley LLP
601 W. Bannock St.
Boise, ID 83702

Direct: 208-388-1247
Main: 208-388-1200
Fax: 208-388-1300
www.givenspursley.com

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FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

Dec. 08 2006 11:47AM PB/12

12/06/2006 15:41 8013942866

THE UPS STORE

PAGE 82

RE-13 COUNTER OFFER JULY 2004 EDITION Page 1 of 1

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.

1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 12-04-2006

2 ADDRESS: 6.8 ACRE LOT ON SW CORNER OF 200 W. & 600 NORTH ID# 81528781

3 BUYER: JOHN R. ALLEN & PATTI DONOHOO

4 SELLER: JERRY AND CONNIE BROWER

5 The parties accept all of the terms and conditions in the above designated Purchase and Sale Agreement with the following changes:

6 ☒ 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 a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

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

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11 **BUYERS WILL PAY AN ADDITIONAL \$500.00 DUE AT CLOSING FOR A TOTAL OF \$2,330.00.**

12 **INTEREST RATE AS PER RE-17 FINANCING ADDENDUM #1 TO BE 8.8%**

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27 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.

33 If a signed acceptance is not delivered on or before (date): 12-8-2006 at 3:00 ☐ A.M. ☒ P.M., this Counter Offer shall be deemed to have expired.

36 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic 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.

40 X SELLER Connie Brower Date: 12-15-2006 Time 3:30 ☐ A.M. ☒ P.M.

41 X SELLER Jerry Brower Date: 12-15-2006 Time 3:30 ☐ A.M. ☒ P.M.

42 BUYER John R. Allen Date: 12/6/06 Time 3 ☐ A.M. ☒ P.M.

43 BUYER Patti Donohoo Date: 12-6-06 Time 3:00 ☐ A.M. ☒ P.M.

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RE-13 COUNTER OFFER, JULY 2004 EDITION Page 1 of 1

Printed Using Professional Computer Forms Co. On-Line Forms Software 06/06

FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

Dec. 08 2006 11:43AM P2/12

Dec. 5. 2006 12:27PM

No. 7897 P. 2

REAL VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 1 of 6 JULY 2005 EDITION

**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# 81528731 DATE 12/04/2006
 2 LISTING AGENCY PREFERRED PROPERTIES Office Phone # 208-785-7885 Fax # 208-785-3199
 3 Listing Agent CARRIE HASSELBRING E-Mail _____ Phone # 208-785-7555
 4 SELLING AGENCY PREFERRED PROPERTIES Office Phone # 208-785-7555 Fax # 208-785-3199
 5 Selling Agent PAT GIBSON E-Mail pgibson@msn.com Phone # 208-881-5496
 6
 7 1. BUYER: JOHN R. ALLEN AND PATTI DONOHOO (hereinafter called "BUYER")
 8 Agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"
 9 COMMONLY KNOWN AS 6.88 ACRE LOT ON THE SW CORNER OF 1200 WEST AND 600 NORTH
 10 City BLACKFOOT County IDAHO ID. Zip 83221
 11 Legally described as: SEC 36, T19, R30E T-12711
 12
 13 OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

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 15 2. \$23,200.00 PURCHASE PRICE: Twenty-Three Thousand Three Hundred and Zero/100 DOLLARS,
 16 payable upon the following TERMS AND CONDITIONS (not including closing costs):
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19 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

20 \$500.00 A. EARNEST MONEY: BUYER hereby deposits Five Hundred and Zero/100 DOLLARS
 21 as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____
 22 ☐ other _____ and a receipt is hereby acknowledged. Earnest Money is to be deposited in trust account ☐ upon
 23 receipt. ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other Carrie Hasselbring
 24 for the benefit of the parties hereto. The responsible Broker shall be Carrie Hasselbring.

25 B. ALL CASH OFFER ☒ NO ☐ YES If this is an all cash offer do not complete sections C and D, fill blanks with
 26 N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL
 27 CONTINGENCY. BUYER agrees to provide SELLER within _____ business days from the date of acceptance of this agreement by all parties,
 28 evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy
 29 of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

30 \$20,870.00 C. NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

31 ☒ FIRST LOAN of \$20,870 not including mortgage insurance, through ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ IHFA,
 32 RURAL DEVELOPMENT, ☒ OTHER _____ with interest not to exceed 8 % for a period of 30 year(s) at ☒ Fixed Rate
 33 Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s)
 34 Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equity ☒ N/A.

35 ☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at ☐ Fixed Rate
 36 Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any
 37 reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equity ☒ N/A.

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

49 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to
 50 complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless
 51 BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans
 52 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
 53 contract. SELLER agrees to pay fees required by FHA or VA.

54 BUYER'S Initials JA PD Date 12-4-06 SELLER'S Initials CG Date 12-15-06 X
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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 1 of 6 JULY 2005 EDITION

FROM : PREFERRED PROPERTIES

FAX NO. : 208-785-3199

Dec. 09 2006 11:44AM P3/12

Dec. 5. 2006 12:28PM

No. 7887 P. 3

RE-24 Purchase and Sale Agreement for Vacant Land Page 2 of 8 JULY 2005 EDITION

PROPERTY ADDRESS: 6.66 ACRE LOT ON THE SW CORNER OF 1200 BLACKFOOT ID#: R1528781

D. ADDITIONAL FINANCIAL TERMS:

- ☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☒ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

9. \$ 1,830.00E. 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 loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____.

4. OTHER TERMS AND/OR CONDITIONS: ESCROW PAYMENT DOES NOT INCLUDE TAXES. BUYERS ARE RESPONSIBLE FOR PROPERTY TAX. BUYERS AND SELLERS TO SPLIT ESCROW SET UP FEE. BUYERS AGREE TO PAY UP TO \$350.00 OF THE SURVEY FEE. BUYERS AGREE TO PAY \$4.00 MONTHLY ESCROW CHARGE. LOT IS SUBJECT TO IRRIGATION, PIVOT AND/OR WHEEL LINE ACCESS BY NEIGHBORING FARM.

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

- 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.)
- LINE 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.)
- ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, 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 status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 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.
- UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): NONE
BUYERS TO VERIFY THE AVAILABILITY OF ALL SERVICES
- 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.
- 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 _____ business day(s) 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 consequence 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 (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 disapproved items, BUYER shall provide to SELLER pertinent condition(s) of written inspection reports. SELLER shall have _____ business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYER or in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYER's letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYER'S inspection contingency.

BUYER'S Initials [Signature] Date 12-4-06 SELLER'S Initials [Signature] Date 12-15-2006

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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 2 of 8 JULY 2005 EDITION

FROM : PREFERRED PROPERTIES

FAX NO. : 208-785-3199

Dec. 08 2006 11:45AM P4/12

Dec. 5. 2006 12:28PM

No. 7887 P. 4

C6203

REALTOR Purchase and Sale Agreement for Vacant Land Page 3 of 6 JULY 2004 EDITION

PROPERTY ADDRESS: 0.55 ACRE LOT ON THE SW CORNER OF 1300 BLACKFOOT ID# A1528781

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 NA business days 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 period specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or restrictions 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, 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.
7. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad lands, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at time of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.
8. **TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.
- (A) **PRELIMINARY TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of the title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business days from receipt of the preliminary commitment or not later 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 preliminary 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 3 business days 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) **TITLE COMPANY:** The parties agree that ALLIANCE Title Company located at 200 WEST PACIFIC shall provide the title policy and preliminary report of commitment.
- (C) **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 unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ULTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.
- (D) **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may 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.
9. **ATTORNEYS 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 fees on appeal.
10. **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 proceedings, 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 competent jurisdiction and shall recover court costs and reasonable attorney's fees.
11. **COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's):** BUYER is responsible to obtain and review a copy of the CC&R's (if applicable). BUYER has reviewed CC&R's. ☒ Yes ☐ No
12. **SUBDIVISION HOMEOWNERS' ASSOCIATION:** BUYER is aware that membership in a Home Owner's Association may be required and BUYER 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 be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association Resolutions are 5 per 1 ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association BILT UP and/or property TRANSFER FEES of \$ 0 per closing.

BUYER'S Initials QR PD Date 12-4-06 SELLER'S Initials CR PR Date 12-16-2006 X

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R-946 VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 3 OF 6 JULY 2004 EDITION

FROM :PREFERRED PROPERTIES

FAX NO. :208-765-3199

Dec. 08 2006 11:45AM P5/12

Dec. 5. 2006 12:29PM

No. 7887 P. 5

RE-34 Purchase and Sale Agreement for Vacant Land Page 4 of 8 JULY 2004 EDITION

PROPERTY ADDRESS: 6.66 ACRE LOT ON THE SW CORNER OF 1200 BLACKFOOT ID# A1828781

12. **FARM CROPS/TIMBER RIGHTS:** SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLER shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

14. **NOXIOUS WEEDS:** BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within the state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. **MINERAL RIGHTS:** Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

16. **WATER RIGHTS:** Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.

17. **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 fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

18. **BUSINESS DAYS & HOURS:** 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 real 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 § 79-108. 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. The final day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent 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 or 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 party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

21. **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 or 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 loan program requirements. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): NONE unless otherwise agreed to by the parties in writing.

COSTS	BUYER	SELLER	Shared Equity	Not Applicable	CONTINGENCIES	BUYER	SELLER	Shared Equity	Not Applicable
Appraisal Fee				X	Environmental Inspection (Phase 1)				X
Long Term Escrow Fee					Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey			X		PERC Test				X
Flood Certification/Trading Fee				X	Zoning Variance				X
Title Ins. Standard Coverage Current Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy - Singlepage Policy				X	Hazardous Waste Report(s)				
Additional Title Charge				X					
Water Rights Transfer Fee				X					
Alleyway Curved Preparation or Reshape Fee				X					

BUYER'S Initials () Date 12-16-06 SELLER'S Initials () Date 12-16-2006

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RE-34 VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 4 OF 8 JULY 2004 EDITION

FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

Dec. 08 2006 11:46AM P6/12

Dec. 5, 2006 12:29PM

No. 7887 P. 6

c6207

RS-34 Purchase and Sale Agreement for Unimproved Land Page 6 of 6 JULY 2006 EDITION

PROPERTY ADDRESS: 6.66 ACRE LOT ON THE SW CORNER OF 1200 BLACKFOOT ID#: A4528781

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

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

256 **24. DEFAULT:** ~~BUYER'S default~~ in the performance of this Agreement, SELLER has the option of (1) accepting the Earnest Money as liquidated
 257 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
 258 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
 259 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
 260 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,
 261 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically
 262 acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy,
 263 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
 264 the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage
 265 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
 266 resolution of the matter.

267 ~~SELLER's default~~, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned
 268 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.
 269 This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

270 **25. SALES PRICE INFORMATION:** SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement to disclose sale
 271 data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, multiple listing service, its
 272 members, its members' prospects, operators and other professional users of real estate sales data. The parties to this Agreement acknowledge that
 273 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.

274 **26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

275 **27. CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to
 276 complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale
 277 proceeds are available to SELLER. The closing shall be no later than (Date) JANUARY 18, 2007
 278 The parties agree that the CLOSING AGENCY for this transaction shall be ALLIANCE TITLE CO.
 279 located at 246 WEST PACIFIC If a long-term escrow / collection is involved, then the long-term
 280 escrow holder shall be ALLIANCE TITLE

281 **28. POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date at am/pm. Property taxes and
 282 water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities
 283 shall be pro-rated as of CLOSING.

284 **29. SPECIAL CONSIDERATIONS AND CONTINGENCIES:** This Agreement is made subject to the following special considerations and/or
 285 contingencies which must be satisfied prior to closing: VERIFICATION THAT RESTRICTIVE COVENANTS HAVE BEEN
 286 RECORDED PRIOR TO CLOSING.

287 **30. REPRESENTATION CONFIRMATION:** (Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this
 288 transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).
 289 Section 1: ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
 290 ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
 291 ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT
 292 acting solely on behalf of the BUYER(S).
 293 ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
 294 Section 2: ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
 295 ☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
 296 ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT
 297 acting solely on behalf of the SELLER(S).
 298 ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

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

303 BUYER'S Initials (J.P.) Date 12-4-06 SELLER'S Initials (C.B. J.P.) Date 12-16-06 X

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306 RS-34 UNIMPROVED LAND PURCHASE AND SALE AGREEMENT PAGE 6 of 6 JULY 2006 EDITION

FROM : PREFERRED PROPERTIES

FAX NO. : 208-785-3199

Dec. 08 2006 11:47AM P7/12

Dec. 5. 2006 12:30PM

No. 7887 P. 1

RES-34 Purchase and Sale Agreement for Vacant Land Page 6 of 6 J.A.V. 2006 EDITION

PROPERTY ADDRESS: 5.55 ACRE LOT ON THE SW CORNER OF 1200 BLACKFOOT (DE: 81526781

321 31. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 12-08-06
 322 (Time) 5:00 A.M. 12 P.M. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be
 323 refunded to BUYER on demand.

324 32. BUYER'S SIGNATURES:

325 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached)326 BUYER Signature John R Allen327 BUYER (Print Name) John R Allen328 Date 12-14-06 Time 5 ☐ A.M. ☒ P.M.329 Phone # 801 449 0134 Cell #330 Address 2728 W 8250 N331 City CLINTON State UT Zip 84015332 E-Mail Address allen9326@msn.com

333 Fax #

334 BUYER Signature Patti Donohoo335 BUYER (Print Name) PATTI DONOHOO336 Date 12-14-06 Time 5:00 ☐ A.M. ☒ P.M.337 Phone # 801-444-2944 Cell # SAME338 Address 2728 W 8250 NORTH339 City CLINTON State UT Zip 84015340 E-Mail Address SARDOG6@msn.com

341 Fax #

342 33. SELLER'S SIGNATURES:

343 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
 344 on the part of the SELLER.

345 ☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER346 ☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) #347 SELLER Signature C. Brower348 SELLER (Print Name) CORRIC BROWER349 Date 12-15-06 Time 3:20 ☐ A.M. ☒ P.M.350 Phone # 208-654-2451 Cell # 680-3451351 Address 1275 W. Hwy 26352 City BLET State ID Zip 83221353 E-Mail Address C.Brower@dui.net

354 Fax #

355 SELLER Signature Jerry Brower356 SELLER (Print Name) Jerry Brower357 Date 12-15-06 Time 3:32 ☐ A.M. ☒ P.M.358 Phone # 208-654-2451 Cell # 680-1175

359 Address

360 City BLET State ID Zip 83221

361 E-Mail Address

362 Fax #

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366 RES-34 VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 6 of 6 J.A.V. 2006 EDITION

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FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

Dec. 08 2006 11:47AM P9/12

12/06/2006 15:41 0013942086

THE UPS STORE

PAGE 03

RE-17 FINANCING ADDENDUM, JULY 2000 EDITION Page 1 of 2



RE-17 FINANCING ADDENDUM

1

(1,2,3, ETC)



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 PURCHASE AND SALE AGREEMENT DATED: DECEMBER 4, 2006 ID # 8152A791
 2 ADDRESS: CORNER 6.00 LOT ON 1200 WEST AND 600 NORTH
 3 BUYER(S): JOHN R. ALLEN AND PATTI DONOHOO
 4 SELLER(S): JERRY AND CONNIE BROWER

5 \$ 20,870.00 SELLER TO CARRY:

6 ☒ FIRST LOAN ☐ SECOND LOAN ☐ OTHER LOAN
 7 BUYER to secure: ☐ a Contract for Deed or ☒ a note secured by a ☒ Deed of Trust or ☐ Mortgage on the property, in favor of
 8 SELLER, for the balance of \$ 20,870.00 payable at \$ 153.87 per month, including interest at 8 % per
 9 annum for 30 years and with the entire balance due 1 1/2 year(s) from date of note or contract for deed. The entire
 10 balance of loan is due and payable upon sale or transfer of property. ☒ YES ☐ NO
 11 Other
 12 1ST PAYMENT DUE 30 DAYS AFTER CLOSING
 13 THERE SHALL BE NO PRE PAYMENT PENALTY
 14
 15
 16
 17

18 FINANCIAL STATEMENT: Within 5 business day(s) of acceptance, BUYER shall furnish SELLER ☐ a current financial
 19 statement, ☒ credit report or ☐ both, for the sole purpose of credit approval, which approval shall not be unreasonably withheld.
 20 BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER'S expense.
 21 SELLER shall notify BUYER within 3 business day(s) of receipt of financial statement and/or credit report, of approval or
 22 disapproval of BUYER'S credit in writing. If long-term escrow/collection is involved, then the long-term escrow holder shall be
 23 ALLIANCE. Long term escrow fees/costs to be paid by ☐ BUYER ☐ SELLER ☒ Shared Equally
 24

25 NEW LOAN PROCEEDS. This Agreement is contingent upon BUYER obtaining the following financing:
 26 ☐ FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA,
 27 ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT ☐ OTHER _____ with interest not to exceed
 28 _____ % for a period of _____ year(s) at ☐ Fixed Rate ☐ Other _____ BUYER shall pay no more
 29 than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first
 30 accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
 31
 32 ☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at:
 33 ☐ Fixed Rate ☐ Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no
 34 more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally
 35 ☐ N/A.
 36
 37
 38

39 LOAN APPLICATION: BUYER ☐ has applied ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance.
 40 Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
 41 showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and
 42 subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S)
 43 within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such
 44 cancellation within _____ business day(s) after written confirmation was required. If SELLER does not cancel within the strict time
 45 period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall
 46 be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is
 47 required by lender, the property must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at
 48 BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all
 49 other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the
 50 SELLER.
 51

52 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be
 53 obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits
 54 or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal
 55 Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of
 56 not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.
 57

58 BUYER'S Initials: JA PD Date: 12/16/06 SELLER'S Initials: CB Date: 12/15/06 X

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RE-17 FINANCING ADDENDUM, JULY 2000 EDITION Page 1 of 2

FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

Dec. 08 2006 11:48AM P10/12

12/06/2006 15:41 0013942036

THE UPS STORE

PAGE 04

RE-17 FINANCIAL ADDENDUM, JULY 1995 EDITION Page 2 of 2

59
60 PROPERTY ADDRESS: CORNER 6.00 LOT ON 1200 WEST AND 600 NORTH ID#:
61
62 \$ EXISTING LOAN (S): This Agreement is contingent upon ☐ the Assumption of or ☐ Subject to the following loans, if any:
63
64 ☐ FIRST LOAN of approximately \$ payable at \$ per month, with interest currently
65 at % ☐ fixed rate ☐ other Assumption Fee, if any, not to exceed
66
67 ☐ SECOND LOAN of approximately \$ payable at \$ per month, with interest
68 currently at % ☐ fixed rate ☐ other
69
70 Assumption Fee, if any, not to exceed SELLER shall within business day(s) of acceptance provide BUYER
71 with copies of appropriate documents assumed or taken subject to. Within business day(s) of receipt thereof BUYER shall in
72 writing notify SELLER of his/her approval or disapproval of such terms of the aforementioned documents. SELLER shall furnish
73 BUYER a current loan information statement of the above loan(s) within business day(s) of acceptance. In the event of
74 Assumption, BUYER shall use his/her best efforts to obtain the consent of the lender of record to assume the above loan(s) within
75 business day(s) of acceptance, or waive this condition in writing. All charges related to such assumption shall be paid by the
76 ☐ BUYER ☐ SELLER ☐ Shared Equally.
77
78 ☐ ASSUMPTION of FINANCIAL Loan with Release of Liability. BUYER shall assume SELLER's potential indemnity liability to the U.S.
79 Government for the repayment of the loan. BUYER is also VA qualified and ☐ will or ☐ will not reinstate SELLER's VA eligibility.
80

81 The herein Agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.
82
83

84 BUYER Signature John R Allen
85
86 BUYER (Print Name) John R Allen
87
88
89 Date 12/15/06 Time 3pm
90
91

92
93 SELLER Signature Connie Brewer
94
95 SELLER (Print Name) CONNIE BREWER
96
97
98 Date 12-15-2006 Time 3:30
99

BUYER Signature Patti Donathoo
85
86 BUYER (Print Name) PATTI DONATHOO
87
88
89 Date 12-15-06 Time 3:00 pm
90
91

92
93 SELLER Signature Jerry Brewer
94
95 SELLER (Print Name) Jerry Brewer
96
97
98 Date 12-15-2006 Time 3:30
99

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RE-17 FINANCIAL ADDENDUM, JULY 1995 EDITION Page 2 of 2

Prepared Using Professional Computer Forms Co. On-Line Form Software 06/03

Dec. 19. 2006 6:37AM

No. 8343 P. 2

FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

Dec. 18 2006 01:50PM P2

DEC 15,2006 05:10P

4808309408

page 11

FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

Dec. 15 2006 03:02PM P3/5

RE-11 ADDENDUM JULY 2005 EDITION PAGE 1 OF 1



RE-11 ADDENDUM # 2 (1,2,3, etc.)



Date: 12/14/2006

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 THIS IS AN ADDENDUM to the Purchase and Sale Agreement.

2 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used
3 to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

4
5 PURCHASE AND SALE AGREEMENT DATED: 12/4/2006 IS # 2158791

6 ADDRESS: 6.08 Acre lot on the NW Corner of 1200 West and 600 North

7 BUYER(S): John R. Allen & Patti Donohoo

8 SELLER(S): Jerry & Corrie Brewer

9 The undersigned parties hereby agree as follows:

10
11 Address on the Purchase and Sale Agreement is incorrect. Property is located on the NW
12 Corner of 1200 West and 600 North.

13
14 Lines 33-40 on page one of the Purchase and Sale Agreement are not applicable. Instead line
15 68 on page 2 should have read \$28,970, which has been amended to \$28,470, as per the
16 Counter Offer #1.

17
18 Long Legal is attached as Addendum #3.

19
20 All Long Term Easement fees to be Paid By Buyer

21
22
23
24
25
26
27
28
29
30
31
32 In the event the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
33 Addendums or Counter Offers, those terms shall control. All other terms of the Purchase and Sale Agreement including all prior
34 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this
35 agreement is made an integral part of the aforementioned Agreement.

36 BUYER: John R. Allen

Date: 12-18-06

37 BUYER: Patti Donohoo

Date: 12-18-06

38 SELLER: Corrie Brewer

Date: 12-15-2006

39 SELLER: Jerry Brewer

Date: 12-15-2006

40
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RE-11 ADDENDUM JULY 2005 EDITION PAGE 1 OF 1

(Print Name) _____ (Print Name) _____

62702
JERRY W. BROWER AND CONNIE L. BROWER, husband and wife

do(es) hereby convey, release, remise and forever quit claim unto

JERRY BROWER AND CONNIE BROWER, husband and wife

whose current address is

**1235 W HWY 26
BLACKFOOT, ID 83221**

Addendum 3

the following described premises, to wit:

T- 12211

Block 1 Parcel 1

Part of Section 36 T. 1 S.R. 33 E.B.M. described as:

Beginning at the Southeast corner of said Section 36; and running thence West along the Section line 1320 feet more or less to the East 1/16 line; thence North 200 feet parallel to the East line of said Section 36; thence East 1320 feet parallel to the South line of said Section 36; thence South 200 feet along the Section line to the point of beginning.

Parcel contains 6.06 acres more or less and is subject to a county road right-of-way along the East South side of said parcel.

TO HAVE AND TO HOLD the said premises, unto the said grantee(s) **THEIR** heirs and assigns forever together with their appurtenances and any hereinafter acquired title.

Dated: JUNE 15, 1999

CB

06203

RE-11 ADDENDUM # 4 A (1,2,3, etc.)Date: January 9, 2007

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 an ADDENDUM to the Purchase and Sale Agreement.

("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

PURCHASE AND SALE AGREEMENT DATED: December 4, 2006 ID # 81528791

ADDRESS: 1200 W. lot T-12712

BUYER(S): John R. Allen and Patti Donohoo

SELLER(S): Jerry and Connie Brower

The undersigned parties hereby agree as follows:

Buyers to offer \$23,300.00 for Lot T-12712 . All terms and conditions of previous offer on T-12711 will apply.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: _____ Date: _____

BUYER: _____ Date: _____

SELLER: _____ Date: _____

SELLER: _____ Date: _____

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06203

RE-11 ADDENDUM # 4 (1,2,3, etc.)Date: January 9, 2007

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 an ADDENDUM to the Purchase and Sale Agreement.

("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

PURCHASE AND SALE AGREEMENT DATED: December 4, 2006 ID # 81528791

ADDRESS: Corner lot on 1200 W. & 600 N. T-12711 & T-12712

BUYER(S): John R. Allen & Patti Donohoo

SELLER(S): Jerry and Connie Brower

The undersigned parties hereby agree as follows:

Due to error in lot size on MLS sheet and plat map resulting in loss of considerable land plus loss of additional ground due to T-12711 being a corner lot, there is additional loss from road access on 1200 W & 600 N. There is also loss of usable ground due to the Pivot and wheel line access agreed upon. Due to these circumstances, buyers are offering \$33,000 for both lots T-12711 and T-12712. Buyers will pay an additional \$1,470.00 at closing for a total on both lots of \$3,800.00. Buyers to pay one survey fee of \$350.00 and the Escrow set up fee of \$200.00 plus the \$5.00 per month Escrow charge. Buyers to pay normal buyers closing fees at the time of closing.

Payment on a balance of \$28,700.00 to be \$220.68 per mo. for 18 mos. @8.5 interest amortized for 30 years. Contract to be paid off in 18 mos.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: _____ Date: _____

BUYER: _____ Date: _____

SELLER: _____ Date: _____

SELLER: _____ Date: _____

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Jan. 12. 2007 6:46AM

FROM :PREFERRED PROPERTIES

FAX NO. :208-785-3199

No. 8969 P. 2

Jan. 11 2007 10:25AM P2

RE-11 ADDENDUM JULY 2006 EDITION PAGE 1 OF 1



RE-11 ADDENDUM # 5 (1,2,3, etc.)



Date: 01/10/2007

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 an ADDENDUM to the Purchase and Sale Agreement.

("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

PURCHASE AND SALE AGREEMENT DATED: 12/04/2006 ID # 81528791

ADDRESS: Corner lots on 1200 W & 800 S (T-12711 & 12712)

BUYER(S): John R. Allen & Patti Donohoo

SELLER(S): Jerry & Connie Brower

The undersigned parties hereby agree as follows:

Addendums 4 and 4A are void.

Purchase price to be \$37,900 for both of the above mentioned lots. Buyers to pay a total of \$4300 down, which includes the \$500 earnest money held by Preferred Properties in trust. One survey to be done to include both lots. Buyer to split the cost the survey in an amount not to exceed \$350. Buyer to pay the Escrow set up fee of \$200 plus the \$5.00 per month escrow charge. Buyers will pay their normal closing fees at the time of closing.

Payment on the balance of \$33,600 to be \$258.37 per month @ 8.5% interest amortized over 30 years. Contract to be paid off in 18 months.

An additional long legal to be attached by the Seller or Seller's agent as Addendum 6.

Extend closing to be on or before January 31, 2007.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER:

BUYER:

X SELLER:

X SELLER:

Date:

Date:

Date:

Date:

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RE-11 ADDENDUM JULY 2006 EDITION PAGE 1 OF 1

addendum #6

1-25-2007

06203

Exhibit "A"

Parcel I:

Portion of Southeast Quarter Southeast Quarter of Section 36, Township 1, South, Range 33, East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at the Southeast corner of said Section 36; and running thence West along the Section line 1320 feet more or less to the East 1/16 line; thence North 200 feet parallel to the East line of said Section 36; thence East 1320 feet parallel to the South line of said Section 36; thence South 200 feet along the Section line to the Point of Beginning.

Parcel II:

Portion of Southeast Quarter Southeast Quarter Section 36, Township 1 South, Range 33, East, Boise Meridian, Bingham County, Idaho described as:

Beginning at a Point that is North 200 feet along the Section line from the Southeast corner of said Section 36; and running thence West 1320 feet more or less to the 1/16 line and parallel to the South line of said Section 36; thence North 200 feet along said 1/16 line; thence East 1320 feet also parallel to the South line of said Section 36; thence South 200 feet along said Section line to the Point of Beginning.

MLS #: LA129638C (Closed) List Price: \$42,400

600 N 1200 W BLACKFOOT, ID 83221

SOLD DATE: 1/29/2007

SOLD PRICE: \$37,900

HOW SOLD: Owner Carry

SELLING OFFICE NAME: Preferred Properties (# 2100)

SELLING AGENT NAME: Pat Gibson (# 722)

SELLER CONC: No

SELLER CONCESSIONS: none

DAYS ON MARKET: 262

TYPE: Residential

POSSIBLE USE: Single Family

LOT SIZE (APX SQFT):

APX ACREAGE: 12.12

TOPOGRAPHY/SETTING: Flat

UNIT #:

COUNTY: Bingham

SUB AREA: MORELAND

SUBDIVISION: NONE

ELEMENTARY SCHOOL: MORELAND

52EL

MIDDLE SCHOOL: SNAKE RIVER 52JH

HIGH SCHOOL: SNAKE RIVER 52HS

ZONING-GENERAL: AGRICULTURAL

ZONING-SPECIFIC: BI-AGRICULTURAL

LEGAL DESCRIPTION: SEC 36, T1S, R33E T-12711&12712 LONG LEGAL ON FILE

FRONTAGE: 400

DEPTH: 1320

FLOOD PLAIN: U

PARCEL #: TBD

TAXES: TBD

TAX YEAR: 2005

IRRIGATION WATER: No

IRRIGATION DETAILS: NONE

IRRIGATION: None

LOCATION:

CURBS/GUTTERS: No Gutters

SIDEWALKS: No Sidewalks

ACCESS ROADS: Paved

SOIL TYPE: Unknown

AMENITIES: None

NATURAL GAS: Not Available

LANDSCAPING: None

WATER: Well-Private, None, Other-See Remarks

VIEW: Mountain View

SEWER: Private Septic, None, Other-See Remarks

TELEPHONE:

PROVIDER/OTHER INFO: Idaho Power

IMPROVEMENTS: NONE

PUBLIC INFO: BARE LAND NORTH OF MORELAND OFF HWY 26. THIS PIECE IS PRICED AT \$3500/ACRE AND IS SITUATED ON A PAVED RD, HAS POWER NEARBY AND REQUIRES A STICK BUILT HOME. ADDRESS ABOVE POINTS TO THE CORNER WHERE THE LOT IS LOCATED AND IS NOT THE OFFICIAL ADDRESS. COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN RECORDED ON PROPERTY. OFFER & DEED MUST STATE: 'LOT IS SUBJECT TO IRRIGATION, PIVOT AND/OR WHEEL LINE ACCESS BY NEIGHBORING FARM.' SELLER WILL PAY FOR 1/2 OF SURVEY AT CLOSING. BUYER MUST PROVIDE OWN WELL AND SEPTIC. **LISTING PRICE WAS ADJUSTED FROM \$23,200 TO \$21,200 WHEN IT WAS DISCOVERED THAT THE PLAT WAS INCORRECT. LOTS HAVE FRONTAGE OF 200' INSTEAD OF 220'. BUYERS PURCHASED 2 LOTS (T-12711 AND T-12712) FOR A TOTAL OF 12.12 ACRES.

PRIVATE INFO: SELLER WILL CONSIDER A CONTRACT FOR WELL QUALIFIED BUYER: 10% DOWN, 10% ANNUAL INTEREST FOR A MAXIMUM OF 10 YEARS. THIS IS A PIVOT CORNER - NO PIVOT OR IRRIGATION ACCESS CAN BE DENIED

DIRECTIONS: HWY 26, SOUTH ON 1200 WEST (HILLTOP RD) GO TO CORNER OF 1200 W & 600 NORTH

OWNER NAME: JERRY & CONNIE BROWER

OCCUPANT/CONTACT PRIMARY PHONE: 684-3451

OCC/CNTCT NM: VACANT

ALT PHN1:

ALT PHN2:

CNTRTYPE: ERS

BA COMP: 3

NAGTOFFR: 3

DUALVAR: No

AGTBONUS:

MIN COMM:

SIGN: No

AGENT OWNED: No

BUYER EXCLUSIONS: No

SHOWING INSTRUCTIONS: No Sign

POSSESSION: At Closing

TERMS: Cash, Conventional, Owner Carry

PENDING DATE:

LIST DATE: 5/20/2006

EXPIRE DATE: 5/2/2007

DISPLAY ON INTERNET: Yes

CO-LIST OFFICE:

CO-LIST AGENT:

Listing Office: Preferred Properties (# 2100)

Office Phone: (208) 785-7555

Listing Agent: Carrie Hasselbring (# 4583)

Agent Phone: (208) 785-7555

Agent Email: carrie@homes-ig-sell.com

Information Herein Deemed Reliable but Not Guaranteed

MLS #: LA129638A (Active) List Price: \$23,300

600 N 1200 W BLACKFOOT, ID 83221

DAYS ON MARKET: 200
TYPE: Residential
POSSIBLE USE: Single Family
LOT SIZE (APX SQFT):
APX ACREAGE: 6.66
TOPOGRAPHY/SETTING: Flat

UNIT #:
COUNTY: Bingham
SUB AREA: MORELAND
SUBDIVISION: NONE
ELEMENTARY SCHOOL: MORELAND
52EL
MIDDLE SCHOOL: SNAKE RIVER 52JH
HIGH SCHOOL: Snake River 52HS
ZONING-GENERAL: AGRICULTURAL
ZONING-SPECIFIC: BI-AGRICULTURAL

LEGAL DESCRIPTION: SEC 36, T1S, R33E T-12711 LONG LEGAL ON FILE

FRONTAGE: 220

DEPTH: 1320

FLOOD PLAIN: U

PARCEL #: TBD

TAXES: TBD

TAX YEAR: 2005

IRRIGATION WATER: No

IRRIGATION DETAILS: NONE

IRRIGATION: None

LOCATION:

CURBS/GUTTERS: No Gutters

SIDEWALKS: No Sidewalks

ACCESS ROADS: Paved

SOIL TYPE: Unknown

AMENITIES: None

NATURAL GAS: Not Available

LANDSAPING: None

WATER: Well-Private, None, Other-See Remarks

VIEW: Mountain View

SEWER: Private Septic, None, Other-See Remarks

TELEPHONE:

PROVIDER/OTHER INFO: Idaho Power

IMPROVEMENTS: NONE

PUBLIC INFO: BARE LAND NORTH OF MORELAND OFF HWY 26. THIS PIECE IS PRICED AT \$3500/ACRE AND IS SITUATED ON A PAVED RD, HAS POWER NEARBY AND REQUIRES A STICK BUILT HOME. ADDRESS ABOVE POINTS TO THE CORNER WHERE THE LOT IS LOCATED AND IS NOT THE OFFICIAL ADDRESS. COVENANTS, CONDITIONS AND RESTRICTIONS TO BE RECORDED ON PROPERTY. OFFER & DEED MUST STATE: 'LOT IS SUBJECT TO IRRIGATION, PIVOT AND/OR WHEEL LINE ACCESS BY NEIGHBORING FARM.' SELLER WILL PAY FOR 1/2 OF SURVEY AT CLOSING. BUYER MUST PROVIDE OWN WELL AND SEPTIC.

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OCC/CNTCT NM: VACANT

ALT PHN1:

ALT PHN2:

CNTRTYPE: ERS

BA COMP: 3

NAGTOFFR: 3

DUALVAR: No

AGTBONUS:

MIN COMM:

SIGN: No

AGENT OWNED: No

BUYER EXCLUSIONS: No

SHOWING INSTRUCTIONS: No Sign

POSSESSION: At Closing

TERMS: Cash, Conventional, Owner Carry

PENDING DATE:

LIST DATE: 5/20/2006

EXPIRE DATE: 5/2/2007

DISPLAY ON INTERNET: Yes

CO-LIST OFFICE:

CO-LIST AGENT:

Listing Office: Preferred Properties (#2100)

Office Phone: (208) 785-7555

Listing Agent: Carrie Hasselbring (#4583)

Agent Phone: (208) 785-7555

Agent Email:

Information Herein Deemed Reliable but Not Guaranteed

RE-11 ADDENDUM # 2 (1,2,3, etc.)Date: 07/27/2008

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 an ADDENDUM to the Purchase and Sale Agreement.

("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

PURCHASE AND SALE AGREEMENT DATED: 07/26/2006 ID # 83107692ADDRESS: Sec 36 T1S T33E T-12748BUYER(S): Travis & Tiffany Bartauskys, H&WSELLER(S): Jerry and Connie Brower

The undersigned parties hereby agree as follows:

Buyer to increase Earnest Money to a total of \$300, prior to a survey.

Buyers agree to a 15' Power Line Easement along the west side and east side of the property. Warranty deed to so state.

No water rights included with the property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: Travis BartauskysDate: 7-27-06BUYER: Tiffany BartauskysDate: 7/27/06SELLER: Jerry BrowerDate: 7-27-2006SELLER: Connie BrowerDate: 7-27-2006

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**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.

ID# 83107092DATE 07/28/2006LISTING AGENCY Preferred PropertiesOffice Phone # 785-7555Fax # 785-3199Listing Agent Carrie HasselbringE-Mail carrie@homes-to-sell.com

Phone # _____

SELLING AGENCY Preferred PropertiesOffice Phone # 785-7555Fax # 785-3199Selling Agent Carrie HasselbringE-Mail carrie@homes-to-sell.com

Phone # _____

1. BUYER: Travis & Tiffany Bartauskys, H&W

(Hereinafter 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 vacant lot on 1300 W and 600 North

City Blackfoot

County _____

Bingham

ID, Zip 83221Legally described as: Sec. 36 T13 R33E T-12748 Long Legal attached

OR Legal Description Attached as addendum # _____

1

(Addendum must accompany original offer.)

2. \$18,200.00PURCHASE PRICE: Eighteen Thousand Two Hundred and Zero/100 DOLLARS,

payable upon the following TERMS AND CONDITIONS (not including closing costs):

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

\$200.00

A. EARNEST MONEY: BUYER hereby deposits

Two Hundred and Zero/100

DOLLARS

as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): to be delivered 7/27/06☐ Other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ uponreceipt, ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ Other _____for the benefit of the parties hereto. The responsible Broker shall be Carrie Hasselbring

B. ALL CASH OFFER: ☐ NO ☐ YES If this is an all cash offer do not complete sections C and D, fill blanks with "0" (Zero). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY, BUYER agrees to provide SELLER within 10 business days from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

\$18,200.00

C. NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

☒ FIRST LOAN of \$18,200not including mortgage insurance, through ☒ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ HFA,☐ RURAL DEVELOPMENT, ☐ OTHER _____with interest not to exceed 7.675 % for a period of 30 year(s) at: ☒ Fixed Rate☐ Other _____ BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s). Anyreduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.☐ SECOND LOAN of \$0with 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). Anyreduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

LOAN APPLICATION: BUYER ☒ has applied ☐ shall apply for such loan(s) within 0 business day(s) of SELLER'S acceptance. Within 10 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 3 business day(s) after written confirmation was 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 confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. 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. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

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. SELLER agrees to pay fees required by FHA or VA.

BUYER'S Initials TBDate 7-26-06SELLER'S Initials TCBDate 7-27-2006

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PROPERTY ADDRESS: vacant lot on 1300 W and 600 North Blackfoot ID#: 83107692

\$ 0.00 D. ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 200.00 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 loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☐ Cash ☒ Other: Cashier's Check

4. OTHER TERMS AND/OR CONDITIONS: Buyer to pay half the cost of the survey in an amount not to exceed \$300. Buyers understand that they may not interfere with the pivot or wheel lines that irrigate the farm. Buyers will be responsible for fencing out any livestock in the area.

Offer contingent upon Buyer's approval of the CC&R's.

6. "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 this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and 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, referendums, 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 status of 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): Buyers to verify the availability of all utilities.
- 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 10 business day(s) 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 (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 disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 3 business day(s) 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 will remove the BUYER'S inspection contingency.

BUYER'S Initials TR x TB Date 7-26-06 SELLER'S Initials CB DA Date 7-27-2006

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PROPERTY ADDRESS: vacant lot on 1300 W and 600 North Blackfoot ID#: 83107692

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 3 business days 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 by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

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

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the preliminary commitment or not fewer 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 preliminary 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 3 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). TITLE COMPANY: The parties agree that Alliance Title Blackfoot, Idaho shall provide the title policy and preliminary report of commitment. Title Company located at Blackfoot, Idaho shall provide the title policy and preliminary report of commitment.

(C). 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 unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may 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.

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 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. 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, 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 competent jurisdiction and shall recover court costs and reasonable attorney's fees.

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

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER 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 be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ 0 per 0 ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ 0 at closing.

BUYER'S Initials (TB) (TB) Date 7-26-06 SELLER'S Initials (CR) (CR) Date 7-27-2006

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PROPERTY ADDRESS: vacant lot on 1300 W and 600 North Blackfoot ID#: 83107692

13. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERs shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

14. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

16. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc.. If any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

17. 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 fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

18. BUSINESS DAYS & HOURS: 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 real 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 by 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 the time for performance shall be the next subsequent 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 or 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 party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

21. 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 or 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 loan program requirements. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): Aug. 10, 2006 unless otherwise agreed to by the parties in writing.

COSTS	BUYER	SELLER	Shared Equally	Not Applicable	CONTINGENCIES	BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	X				Environmental Inspection (Phase 1)				X
Long Term Escrow Fee				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey			X		PERC Test	X			
Flood Certification/Trucking 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 - Mortgage Policy	X				Hazardous Waste Report(s)				X
Additional Title Coverage				X					
Water Rights Transfer Fee				X					
Attorney Consult Preparation or Review Fee				X					

BUYER'S Initials JB JB Date 7-26-06 SELLER'S Initials CB JB Date 7-27-2004

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22. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two 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.

23. 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.

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: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, multiple listing service, its members, its members' prospects, appraisers and other professional users of real estate sales data. 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. 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) 8/15/2006

The parties agree that the CLOSING AGENCY for this transaction shall be Alliance Title located at Blackfoot If a long-term escrow / collection is involved, then the long-term escrow holder shall be n/a

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date at am/pm. 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.

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: Contingent upon a manufactured home/land loan approval.

30. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 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 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 Initials JB JB Date 7-26-06 SELLER'S Initials CB QS Date 7-27-2006

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PROPERTY ADDRESS: vacant lot on 1300 W and 600 North

Blackfoot

ID#: 83107692

31. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 7/28/2006 at (Time) 5:00 ☐ A.M. ☒ P.M. 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:

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

BUYER Signature Travis BartauskBUYER (Print Name) Travis BartauskDate 7/26/06 Time 6:45 ☐ A.M. ☒ P.M.Phone # 684 4836 Cell # 680-3395Address 715 1190 W.City Blackfoot State ID Zip 83221

E-Mail Address _____

Fax # _____

BUYER Signature Tiffany BartauskBUYER (Print Name) Tiffany BartauskDate 7/26/06 Time 6:45 ☐ A.M. ☒ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

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.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☒ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 2

SELLER Signature [Signature]

SELLER (Print Name) _____

Date 7-27-2006 Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

SELLER Signature [Signature]

SELLER (Print Name) _____

Date 7-27-2006 Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

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ALLIANCE
TITLE & ESTATE CORP.

Addendum # 1 (Legal)

File Number:

479476 QUITCLAIM DEED

For Value Received

JERRY W. BROWER AND CONNIE L. BROWER, husband and wife

do(es) hereby convey, release, remise and forever quit claim unto

JERRY BROWER AND CONNIE BROWER, husband and wife

whose current address is

**1235 W HWY 26
BLACKFOOT, ID 83221**

the following described premises, to wit:

T-12748

Block 4 Parcel 1

Part of Section 36 T. 1 S. R. 33 E. B.M. described as:

Beginning at the Southwest corner of said Section 36; and running thence North 200 feet along the Section line; thence East 1320 feet more or less parallel to the South line of said Section 36 to the 1/16 line; thence South 200 feet along the 1/16 line; thence West 1320 feet more or less to the point of beginning.

Parcel contains 6.06 acres more or less and is subject to a county road right-of-way along the West and south side of said parcel.

TO HAVE AND TO HOLD the said premises, unto the said grantee(s) **THEIR** heirs and assigns forever together with their appurtenances and any hereinafter acquired title.

Dated: JUNE 15, 1999

CBGB
7-27-2006


JERRY W. BROWER


CONNIE L. BROWER

TB 7-27-06
TB

STATE OF IDAHO, COUNTY OF BINGHAM
On this 15TH day of JUNE, 1999
before me, a Notary Public in and for said State, personally
appeared

**JERRY W. BROWER AND
CONNIE L. BROWER**

known to me to be the person(s) whose name(s)
subscribed to the within instrument, and acknowledged to
me that they executed the same.


Notary Public,

Residing at **BLACKFOOT, IDAHO**
Comm. Expires: **3-6-2002**

**KATHY GARDNER
NOTARY PUBLIC - STATE OF IDAHO
RESIDING IN BLACKFOOT, IDAHO
COMM. EXP. 03-06-2002**

This space reserved for recording information

479476

RECORDED
1999 JUN 16 AM 9:59
JERRY BROWER
RECORDED AT THE REQUEST OF

MLS # 129639