



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

January 22, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

Stoney Mattson
Rachel Mattson
12531 S Robin Rd
Arimo ID 83214

RE: Water Right Change in Ownership No. 29-417C & 29-418C

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

During our review of the documentation you submitted we found the department will be unable to complete your ownership change. According to the documentation that was submitted with your ownership change the water rights were intended withheld from the purchase of the property. Therefore we are returning your Notice of Change in Water Right ownership unprocessed; a copy of your application and supporting documents will kept in our file for reference purposes only.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

If you do not agree with decision or you have any questions please feel free to contact the Department.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Klain Christensen
963 W Glover Rd
Arimo ID 83214

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
29-418C		X			
29-417C		X			

RECEIVED

JAN 12 2010

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

Klain Christensen

963 W. Glover Rd

Armo Idaho 83214

4. New Owner/Claimant(s)

Stoney S. Mattson and Rachel W. Mattson
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

12531 South Robin Rd

City, State and ZIP Code

Armo Idaho 83214

New Telephone Number

(208) 339-0183

Email: rmattson@ida.net

5. Date you acquired the property

6-27-07

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

20715392

WARRANTY DEED

Order No.:3010713997KF

FOR VALUE RECEIVED

Klain and Elaine Christensen, Husband and Wife

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

Stoney J. Mattson and Rachel W. Mattson, Husband and Wife

whose current address is

5926 Moses Chubbuck, ID 83202

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

Lot 4, Block 1, Robin Valley Estates, as Recorded in Office of the County Recorder of Bannock County, Idaho on June 27, 2007 as Instrument No.: 20715345.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

The owners of lots 3 and 4 designate, of "Robin Valley Estate" plat instrument #20715345, share equally in the maintenance and upkeep of shared access from Robin Road to their respective properties. This obligation will pass to any future owners of the properties.

Buyers new home must be stick built and non-manufactured. The main level must be 1500 square feet or larger and must have a two car garage.

Grantees shall abide by the Covenants, Conditions and Restrictions of Robin Valley Estates, recorded with the plat June 27, 2007, as Instrument No. 20715345.

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

Dated: 6/27/2007

Klain Christensen
Klain Christensen

Elaine Christensen
Elaine Christensen

8916
OFFICIAL RECORDING
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE \$3.00 DEPUTY REC

State of Idaho

County of Bannock

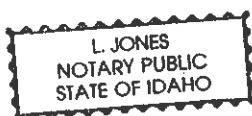
}
} ss.
}

20715392

2007 JUN 27 A 11:30

On this 27th day of June, in the year 2007 before me, a Notary Public in and for said state, personally appeared Klain Christensen and Elaine Christensen known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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



L. Jones
Notary Public for the State of Idaho
Residing at: Pocatello, ID
Commission Expires: 6/01/2013

Klain's Copies



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# KC-5555 DATE 4-25-07
 2
 3 LISTING AGENCY NONE Office Phone # _____ Fax # _____
 4 Listing Agent _____ E-Mail _____ Phone # _____
 5 SELLING AGENCY REMAX Office Phone # 234-4444 Fax # 232-4242
 6 Selling Agent MORGAN WHITWORTH E-Mail _____ Phone # 251-5083
 7

8 1. BUYER: STONE J. MATTSON AND RACHEL W. MATTSON H&W (Hereinafter called "BUYER")
 9 agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"
 10 COMMONLY KNOWN AS TBD ROBIN RD. 5 ACRES
 11 City MCCAMMON County BANNOCK ID, Zip 83250
 12 Legally described as: _____
 13

14 OR Legal Description Attached as addendum # A (Addendum must accompany original offer.)
 15

16 2. \$ 50,000.00 PURCHASE PRICE: Fifty thousand DOLLARS,
 17 payable upon the following TERMS AND CONDITIONS (not including closing costs):
 18

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 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 to be deposited in trust account ☐ upon
 23 receipt, ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____
 24 for the benefit of the parties hereto. The responsible Broker shall be W ROSENBAUM.
 25

26 B. ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete sections C and D, fill blanks with
 27 N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL
 28 CONTINGENCY, BUYER agrees to provide SELLER within 15 business days from the date of acceptance of this agreement by all parties,
 29 evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy
 30 of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.
 31

32 C. NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
 33

34 ☐ FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,
 35 ☐ RURAL DEVELOPMENT, ☐ OTHER _____ 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).
 37 Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
 38

39 ☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
 40 ☐ Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any
 41 reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
 42

43 LOAN APPLICATION: BUYER ☐ has applied ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance.
 44 Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing
 45 lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to
 46 satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted,
 47 SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business day(s)
 48 after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be
 49 deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction.
 50 SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the property must appraise at not less than
 51 purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different
 52 conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not
 53 increase the costs or requirements to the SELLER.
 54

55 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to
 56 complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless
 57 BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans
 58 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
 59 contract. SELLER agrees to pay fees required by FHA or VA.
 60

61 BUYER'S Initials (SMX RM) Date 4/25/07 SELLER'S Initials (RCX) Date 4/25/07

62 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the
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 65

PROPERTY ADDRESS: TBD ROBIN RD. 5 ACRES MCCAMMON ID#: KC-5555

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.

\$ 49,500.00 **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**.

4. OTHER TERMS AND/OR CONDITIONS:

SELLER TO PROVIDE AND PAY FOR A SURVEY. LOT
DIMENSIONS SHALL BE 224 FEET WIDE ALONG ROBIN RD. AND 972.3 FEET DEEP FROM THE CENTER
OF ROBIN RD. USING EXISTING PIN.

SELLER TO PROVIDE DOCUMENTATION FROM BANNOCK COUNTY THAT A DRIVEWAY PERMIT CAN BE
OBTAINED.

1. No water rights will be included 1.5 Buyer agrees to use a shared driveway
if planning + zoning reorganization.
2. If Bannock County Planning + Zoning denies new legal description + denies granting a
building permit buyer shall receive earnest money back + no liabilities shall be held to the
seller.

5. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where 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) if Bannock County requires a shared
driveway the culvert and gravel for approach shall be shared
equally by buyer + seller
- 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 5 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 BUYERS inspection contingency.**

BUYER'S Initials SM X RM Date 4/25/07 SELLER'S Initials KE X Date 4/25/07

PROPERTY ADDRESS:

TBD ROBIN RD. 5 ACRES

MCCAMMON

ID#:

KC-5555

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): 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 Fees				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey		X			PERC Test				X
Flood Certification/Tracking 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 Contract Preparation or Review Fee				X					

BUYER'S Initials

AMX RM

Date

4/25/07

SELLER'S Initials

RC X

Date

4/25/07

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Klain's Copies



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# KC-5555 DATE 4-25-07
 2
 3 LISTING AGENCY NONE Office Phone # _____ Fax # _____
 4 Listing Agent _____ E-Mail _____ Phone # _____
 5 SELLING AGENCY REMAX Office Phone # 234-4444 Fax # 232-4242
 6 Selling Agent MORGAN WHITWORTH E-Mail _____ Phone # 251-5083

7
 8 1. BUYER: STONE J. MATTSON AND RACHEL W. MATTSON H&W (Hereinafter called "BUYER")
 9 agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"
 10 COMMONLY KNOWN AS TBD ROBIN RD. 5 ACRES
 11 City MCCAMMON County BANNOCK ID, Zip 83250
 12 Legally described as: _____
 13

14 OR Legal Description Attached as addendum # A (Addendum must accompany original offer.)
 15

16 2. \$ 50,000.00 PURCHASE PRICE: Fifty thousand DOLLARS,
 17 payable upon the following TERMS AND CONDITIONS (not including closing costs):
 18

19 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
 20

21 \$ 500.00 A. EARNEST MONEY: BUYER hereby deposits Five hundred DOLLARS
 22 as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____
 23 ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon
 24 receipt, ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____
 25 _____ for the benefit of the parties hereto. The responsible Broker shall be W ROSENBAUM.
 26

27 B. ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete sections C and D, fill blanks with
 28 N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL
 29 CONTINGENCY, BUYER agrees to provide SELLER within 15 business days from the date of acceptance of this agreement by all parties,
 30 evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy
 31 of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.
 32

33 \$ _____ C. NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
 34

35 ☐ FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,
 36 ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
 37 ☐ Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s).
 38 Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
 39

40 ☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
 41 ☐ Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any
 42 reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
 43

44 LOAN APPLICATION: BUYER ☐ has applied ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance.
 45 Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing
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 47 satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted,
 48 SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business day(s)
 49 after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be
 50 deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction.
 51 SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the property must appraise at not less than
 52 purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different
 53 conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not
 54 increase the costs or requirements to the SELLER.
 55

56 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to
 57 complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless
 58 BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans
 59 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
 60 contract. SELLER agrees to pay fees required by FHA or VA.
 61

62 BUYER'S Initials (SMX RM) Date 4/25/07 SELLER'S Initials (RC) Date 4/25/07

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 66

PROPERTY ADDRESS: TBD ROBIN RD. 5 ACRES MCCAMMON ID#: KC-5555

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.

\$ 49,500.00 **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.

4. OTHER TERMS AND/OR CONDITIONS:

SELLER TO PROVIDE AND PAY FOR A SURVEY. LOT
DIMENSIONS SHALL BE 224 FEET WIDE ALONG ROBIN RD. AND 972.3 FEET DEEP FROM THE CENTER
OF ROBIN RD. USING EXISTING PIN.

SELLER TO PROVIDE DOCUMENTATION FROM BANNOCK COUNTY THAT A DRIVEWAY PERMIT CAN BE
OBTAINED.

① No water rights will be included (1.5) Buyer agrees to use a shared driveway
② If Bannock County Planning + Zoning denies new legal description + denies granting
building permit buyer shall receive earnest money back + no liabilities shall be held to the
seller.

5. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where 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) if Bannock County requires a shared
driveway The culvert and gravel for approach shall be shared
equally by buyer + seller
- 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 5 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 BUYERS inspection contingency.**

BUYER'S Initials (AM X RM) Date 4/25/07 SELLER'S Initials (KE X) Date 4/25/07

PROPERTY ADDRESS: TBD ROBIN RD. 5 ACRES MCCAMMON ID#: KC-5555

3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days 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 Company located at 330 S 4TH 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 \$ _____ per _____ ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ _____ at closing.

BUYER'S Initials (AM x RM) Date 4/25/07 SELLER'S Initials (KC x) Date 4/25/07

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MCCAMMON

ID#:

KC-5555

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): _____ 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 Fees				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey		X			PERC Test				X
Flood Certification/Tracking 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 Contract Preparation or Review Fee				X					

BUYER'S Initials AMX RM Date 4/25/07 SELLER'S Initials RLX Date 4/25/07

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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) 6-22-07.

The parties agree that the CLOSING AGENCY for this transaction shall be ALLIANCE located at 330 S 4TH If a long-term escrow / collection is involved, then the long-term escrow holder shall be NONE.

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: Buyer's new home must be stick built & non-manufactured - it must be 500 sq. ft or larger & must have a 2 car garage - seller shall place these restrictions on the Deed.

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 AM X RM Date 4/25/07 SELLER'S Initials KL Date 2/25/07

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ID#:

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31. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 4-30-07 at (Time) 9:00 ☐ 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): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature]

BUYER (Print Name) STONE J MATTSON

Date 4-25-07 Time 11:30 ☒ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

BUYER Signature [Signature]

BUYER (Print Name) RACHEL W MATTSON

Date 4-25-07 Time 11:30 ☒ 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) # _____

SELLER Signature [Signature]

SELLER (Print Name) _____

Date 4/25/07 Time 1:00 ☐ A.M. ☒ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____



RE-12 COMPENSATION AGREEMENT WITH SELLER



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. **Seller Name(s):** KLAIN CHRISTENSEN

2. Whereas the undersigned parties to this agreement are entering into a mutual effort to affect a sale and/or lease of the following described property:

Address: TBD ROBIN RD 5 ACRES

Legal Description: TBD AND ATTACHED

and, whereas the undersigned parties desire to enter into this formal agreement expressing their agreement as to the payment/receipt of any real estate commission resulting from the sale and/or lease of the above described property. This is not a broker representation agreement. This is an agreement for compensation for services to a "customer" as that term is defined by Idaho law. A buyer or seller is not represented by a brokerage in a regulated real estate transaction unless the buyer or seller and the brokerage agree in a separate written document, to such representation. No type of agency representation may be assumed by a brokerage, buyer or seller or created orally or by implication.

3. **AGENCY DISCLOSURE CONFIRMATION:** The SELLER has received, has read, and understands the AGENCY DISCLOSURE BROCHURE prepared by the Idaho Real Estate Commission.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on 4-25-07 and shall expire at 11:59 p.m. on 6-25-07 unless renewed, extended, or unless negotiations are still in progress for the sale and/or lease of the above described property. This agreement shall remain in effect until the continuing negotiations result in a sale and/or negotiations could reasonably be held as terminated.

5. **BROKERAGE FEE:**

(a) W ROSENBAUM REMAX Broker shall receive a total brokerage fee of 4 % of the gross selling price or ☐ \$ _____ dollars. The fee shall be paid at closing unless otherwise designated by the Broker in writing.

(b) Additional terms _____

(c) The closing agent for this transaction is hereby authorized to pay the above mentioned compensation at closing.

6. **EFFECTIVE DATE:** Agreed to this 25TH day of APRIL, 2007

7. **GENERAL PROVISIONS:** In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.

8. **REAL ESTATE BROKERAGE:**

REMAX COUNTRY REAL ESTATE

Sales Associate M Whitworth Date 4-25-07 Time 11:30 ☒ A.M. ☐ P.M.

Broker W ROSENBAUM Date 4-25-07 Time 11:30 ☒ A.M. ☐ P.M.

Seller KLAIN CHRISTENSEN Date 4-25-07 Time 2:00 ☐ A.M. ☒ P.M.

Seller _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

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RE-12 COMPENSATION AGREEMENT WITH SELLER, JULY, 2006 EDITION PAGE 1 OF 1

Company: RE/MAX Country Real Estate, Inc. S/N: PCF5-06352
 Provided by: Tammy Mai Printed using Software from Professional Computer Forms Co. v. 7/06

Right Now You Are A Customer

The law requires *all* real estate licensees to perform certain *basic duties* when dealing with *any* real estate buyer or seller. You can expect *any* real estate licensee you deal with to provide the following "customer-level" services:

- ✓ To perform necessary and customary acts to assist you in the purchase or sale of real estate;
- ✓ To perform these acts in good faith and with reasonable care;
- ✓ To properly account for money or other property you place in his or her care; and
- ✓ To disclose "adverse material facts" which are, or should be, within that licensee's knowledge. These include facts that would significantly affect the desirability or value of the property to a reasonable person, and facts that would indicate to a reasonable person that one of the parties cannot, or will not, complete his obligations under the contract. (Note: Idaho law exempts "psychological" impacts from this disclosure requirement. See Section 55-2701, Idaho Code).

Unless or until you enter a written agreement with the brokerage for agency representation, you are considered a "Customer" of the brokerage, and the brokerage will not act as your agent. As a Customer, you should not expect the brokerage or its licensees to promote your best interest, or to keep your bargaining information confidential.

Whenever you speak to a licensee who represents a party on the other side of the transaction, (e.g., you are seeking to buy the property, and the licensee represents the seller), you should assume that any information you provide *will be* shared with the other party.



If offered by the real estate brokerage, you may enter a written agreement for "Agency Representation," requiring that the brokerage and its licensees act as an "Agent" on your behalf and promote your best interests as their "Client." Idaho law authorizes three types of Agency Representation.

SINGLE AGENCY

If you enter a written agreement for Agency Representation, you, as a Client, can expect the real estate brokerage to provide the following services, in addition to the basic duties and obligations required of all licensees:

- ✓ To perform the terms of your written agreement with skill and care;
- ✓ To promote your best interest, in good faith, honesty and fair dealing;
- *If you are the seller*, this includes seeking a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assisting in the negotiation thereof; and, upon your written request, asking for reasonable proof of a prospective buyer's financial ability to purchase your property;

• *If you are the buyer*, this includes seeking a property to purchase at an acceptable price, terms and conditions, and assisting in the negotiation thereof; and, when appropriate, advising you to obtain professional inspections of the property, or to seek appropriate tax, legal and other professional advice or counsel.

- ✓ To maintain the confidentiality of specific client information, including bargaining information, even after the representation has ended.

You May Become A Client

LIMITED DUAL AGENCY

At the time you enter an agreement for Agency Representation, you may be asked to give written consent allowing the brokerage to represent both you and the other party in a transaction. This "dual agency" situation can arise when, for example, the brokerage that represents you, the seller, also represents buyers who may be interested in purchasing your property. When this occurs, it is necessary that the brokerage's representation duties be "limited" because a buyer and seller have built-in conflicts of interest. Most significantly, the buyer typically wants the property at the lowest price, while the seller wants top dollar. *As a "limited dual agent," the brokerage and its licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning price negotiations, terms or factors motivating the client/buyer to buy or the client/seller to sell.* However, the brokerage must otherwise promote the best interests of both parties, perform the terms of the written representation agreement with skill and care, and perform all other duties required by law.

Buyers and sellers alike often find it desirable to consent to limited dual agency: buyers do not want the brokerage to be restricted in the search for suitable properties, and sellers do not want the brokerage to be restricted in the search for suitable buyers. Thus, when all parties agree in writing, a brokerage may legally represent both the buyer and the seller in the same transaction, but only as a "limited dual agent."

LIMITED DUAL AGENCY WITH ASSIGNED AGENTS

In some situations, a brokerage that has obtained consent to represent both parties as a limited dual agent may assign individual licensees ("sales associates") to act solely on behalf of each party. (The brokerage must have an office policy that ensures client confidences are protected.) Where this is the case, the sales associate, or "assigned agent," is not limited by the brokerage's agency relationship with the other party, but instead has a duty to promote the best interest of the client that he or she is assigned to represent, including negotiating a price. The designated broker (the licensee who supervises the sales associates in the brokerage firm) remains a limited dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

RECEIPT ACKNOWLEDGED

Your signature below indicates only the receipt of the Idaho Real Estate Commission's brochure titled "Agency Law in Idaho." Each brokerage shall keep a signed and dated record of a buyer or seller's receipt of the agency disclosure brochure. §4-2085

Signature

Date

4-25-07

Signature

Date

4-25-07

STONE J. MATTSON
RACHEL W. MATTSON
5926 MOSES ST
CHUBBUCK, ID 83202-2000

Date April 25, 2007

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Rachel W. Mattson

For

~~STONY J. MATTSON~~