



**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](http://www.idwr.idaho.gov)

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January 22, 2010

C. L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Interim Director

Logan Whitworth  
12537 Robin Rd  
Armo 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](http://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  
Armo 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) |
|-------------------|--------------------------|----------|-------------------|--------------------------|----------|
| 29-418 C          |                          | ✓        |                   |                          |          |
| 29-417 C          |                          | ✓        |                   |                          |          |
|                   |                          |          |                   |                          |          |
|                   |                          |          |                   |                          |          |
|                   |                          |          |                   |                          |          |
|                   |                          |          |                   |                          |          |
|                   |                          |          |                   |                          |          |

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. \$200.00
- 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)

KLAIR CHRISTENSEN  
963 W. GLENN RD.  
ARIMO, IDAHO 83214

4. New Owner/Claimant(s)

LOGAN WHITWORTH  
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

12537 ROBIN ROAD

City, State and ZIP Code

ARIMO, IDAHO 83214

New Telephone Number

(208) 251-5717 Email: \_\_\_\_\_

5. Date you acquired the property

April 2, 2008

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

*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)

Log Whitworth

(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 \_\_\_\_\_

IDWD  
Order No. 12439AT

OFFICIAL RECORD BK# 904  
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF  
FEB 3 DEPUTY *M*

# AmeriTitle

20807761

2008 APR -9 P 3: 51

20807761

## WARRANTY DEED

For Value Received,

**Klain Christensen and Elaine Christensen, husband and wife**

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

**Logan Whitworth and Krystal Whitworth, husband and wife**

GRANTEE(s), whose address is: **607 Bannock St., McCammon, ID 83250**

the following described real property, to-wit:

**LOT 3, 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 premises with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 2 day of April, 2008.

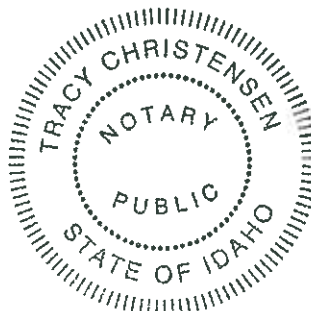
Klain Christensen  
Klain Christensen

Elaine Christensen  
Elaine Christensen

State of Idaho )  
County of Bannock ) ss

On this 2 day of April, 2008 before me Leslie Gustafson, a notary public in and for said State, personally appeared Klain Christensen and Elaine Christensen known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public  
Residing at: PUEBLO, COLORADO  
Commission Expires: 11/3/99



# COUNTY SURVEYORS' APPROVAL

I, THE SURVEYOR, COUNTY OF BANWOCK, IDAHO, HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE IDAHO SURVEYING ACT, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE IDAHO SURVEYING ACT, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE IDAHO SURVEYING ACT.

BANWOCK COUNTY SURVEYOR

## COUNTY TREASURER

PURSUANT TO 50-1208, BANWOCK COUNTY, IDAHO, HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THIS SUBDIVISION, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL THROUGH THE COUNTY TREASURER.

DATE: 6/24/07 BY: [Signature]

## COUNTY COMMISSIONERS' CERTIFICATE

PRESENTED TO THE BOARD OF BANWOCK COUNTY COMMISSIONERS THIS 21<sup>ST</sup> DAY OF JUNE, 2007, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

DATE: 6/24/07 BY: [Signature]

## COUNTY RECORDERS

INSTRUMENT NO. 20118574

STATE OF BANWOCK, IDAHO

RECORDED AT THE REQUEST OF DAVID KLATT

DATE: 6/24/07

BOOK: 3016

PAGE: 115

COUNTY CLERK DATE: 6/24/07

FILE: 115

DATE: 6/24/07

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# IRRIGATION WATER RIGHTS STATEMENT

ROBIN VALLEY ESTATES LIES WITHIN THE GARDEN CREEK IRRIGATION DISTRICT, LOTS 2, 3, 4 TO BE DELETED WITHOUT RIGHT TO ANY IRRIGATION WATER ASSOCIATED WITH PROPERTY. OWNERS OF LOTS 2, 3, 4 WILL NOT BE SUBJECT TO ANY ASSESSMENT FROM DISTRICT OF OTHERS AND THAT LIABILITY WILL REMAIN WITH THE OWNERS. KLATT AND CLAUDE CHRISTENSEN AS THEY WILL REMAIN ADJUT TO ANY WATER ALLOTTED TO THOSE LOTS.

INSTR# 20118574

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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.



1 ID# 7668 DATE 1-23-08  
 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: LOGAN AND CRYSTAL WHITWORTH 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 \_\_\_\_\_  
 11 City ARIMO County BANNOCK ID. Zip 83214  
 12 Legally described as: LOT 3, ROBIN VALLET ESTATES BANNOCK COUNTY IDAHO  
 13

14 OR Legal Description Attached as addendum # \_\_\_\_\_ (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 \$ 250.00 A. EARNEST MONEY: BUYER hereby deposits Two hundred fifty 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 \_\_\_\_\_ 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 \$ CONSTRUCTION C. NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:  
 34

35 ☒ FIRST LOAN of \$ CONSTRUCTION not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA,  
 36 ☐ RURAL DEVELOPMENT, ☐ OTHER \_\_\_\_\_ with interest not to exceed 7 % for a period of 30 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 5 business day(s) of SELLER'S acceptance.  
 45 Within 15 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing  
 46 lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to  
 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 5 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.

BUYER'S Initials (LW X KW) Date 1-23-08 SELLER'S Initials (W X) Date 1-25-08

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PROPERTY ADDRESS: 000 ROBIN RD. ARIMO ID#: 7668

**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.

\$ 49,750.00 **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:** OFFER SUBJECT TO THE SALE AND CLOSE OF BUYERS HOME AT 607 BANNOCK ST. MCCAMMON ID. WHICH IS UNDER CONTRACT AND SCHEDULED TO CLOSE. BUYER IS RELATED TO AGENT MORGAN WHITWORTH.

**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): POWER AND PHONE IN COUNTY ROAD AND AVAILABLE.
- 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 15 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.**

BUYER'S Initials (SW X XW) Date 1-23-08 SELLER'S Initials (KLP X \_\_\_\_\_) Date 1-25-08

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PROPERTY ADDRESS:

000 ROBIN RD.

ARIMO

ID#:

7668

## 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.

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 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 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 Company located at Amertitle 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. 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

BUYER'S Initials

JW X KW

Date 1-23-08

SELLER'S Initials

A.L.C. X

Date

1-25-08

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PROPERTY ADDRESS: 000 ROBIN RD. ARIMO ID#: 7668

**10. 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.

**11. INTERSTATE LAND SALES FULL DISCLOSURE ACT.** This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC §1701 *et seq.* If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

**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 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.**

**13. 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.

**14. 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.

**15. 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:

**16. 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.

**17. BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

BUYER'S Initials FW X W Date 1-23-08SELLER'S Initials RLX Date 1/23/08

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**22. 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.

**23. 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 - Mortgagee Policy | X     |        |                |                | Hazardous Waste Report(s)          |       |        |                | X              |
| Additional Title Coverage                                       |       |        |                | X              |                                    |       |        |                |                |
| Water Rights Transfer Fee                                       |       |        |                | X              |                                    |       |        |                |                |
| Attorney Contract Preparation or Review Fee                     |       |        |                | X              |                                    |       |        |                |                |
|                                                                 |       |        |                |                |                                    |       |        |                |                |

**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.

BUYER'S Initials (X) (X) Date 1-23-08

SELLER'S Initials (X) (X) Date 1-25-08

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**25. 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.

**26. 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.

**27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

**28. 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) MARCH 28, 2008

The parties agree that the CLOSING AGENCY for this transaction shall be AmeriTitle located at [REDACTED] If a long-term escrow / collection is involved, then the long-term escrow holder shall be NONE

**29. 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

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

**31. 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.

**32. ACCEPTANCE:** BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 1-26-08 at (Time) 9 ☐ 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

BUYER'S Initials (LW X LW) Date 1-23-08 SELLER'S Initials (RL X) Date 1-25-08

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## 33. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): \_\_\_\_\_ (Specify number of BUYER addendum(s) attached.)BUYER Signature Log WhitworthBUYER (Print Name) LOGAN WHITWORTHDate 1-23-08 Time 4:30 ☐ A.M. ☒ P.M.

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Fax # \_\_\_\_\_

BUYER Signature Krystal WhitworthBUYER (Print Name) CRYSTAL WHITWORTHDate 1-23-08 Time 4:30 ☐ A.M. ☒ P.M.

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Fax # \_\_\_\_\_

## 34. 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 Shari Christensen

SELLER (Print Name) \_\_\_\_\_

Date 1/25/08 Time 6:30 ☐ A.M. ☒ P.M.

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Address 963 W. Glover. Arima, IDA -

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 # \_\_\_\_\_

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RE-11 ADDENDUM #

1

(1,2,3, etc.)



Date: 4-8-08

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 ☐ Other  
 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 **AGREEMENT DATED:** 1-23-08 **ID #** 7668

6 **ADDRESS:** 000 ROBIN RD.

7 **BUYER(S):** LOGAN AND KRYSTAL WHITWORTH

8 **SELLER(S):** KLAIN CHRISTENSEN

9 The undersigned parties hereby agree as follows:

10 CLOSING DATE TO BE EXTENDED TO 4-9-08  
 11  
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32 To the extent 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, these 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

37 **BUYER:** *Logan Whitworth*

**Date:** 4-9-08

38 **BUYER:** *Krystal Whitworth*

**Date:** 4-9-08

39 **SELLER:** *Klain Christensen*

**Date:** 4/9/08

40 **SELLER:** *Klain Christensen*

**Date:** 4/9/08

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## 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 effect a sale and/or lease of the following described property:

Address: 000 ROBIN RD

Legal Description: LOT 3 ROBIN VALLEY ESTATES BANNOCK COUNTY IDAHO

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 1-25-08 and shall expire at 11:59 p.m. on 3-31-08 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) Broker shall receive a total brokerage fee of 2,000 % of the gross selling price or X \$ 2,000 dollars. The fee shall be paid at closing unless otherwise designated by the Broker in writing.

(b) Additional terms NONE

(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 JANUARY, 2008

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: RE/MAX COUNTRY REAL ESTATE

Sales Associate MORGAN WHITWORTH

Date 1-25-08

Time 6:00 ☐ A.M. ☒ P.M.

Broker W ROSENBAUM

Date 1.29.08

Time 3:15 ☐ A.M. ☒ P.M.

Seller KLAIN CHRISTENSEN

Date 1-25-08

Time 6:30 ☐ A.M. ☒ P.M.

Seller

Date

Time

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Deposited 1/29/08