



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

January 21, 2010

MONICA S CARR
DARWIN D CARR
149 ROSEHAVEN LN
KOOSKIA ID 83539

RE: Water Right No. 81-7182

Dear Interested Parties:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that the requested ownership change is not supported by the documents submitted. Therefore, we are returning your notice and all of the documents sent in.

Please feel free to contact the Department if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Emalee Rushing".

Emalee Rushing
Office Services Supervisor

Enclosures

RECEIVED

JUN 12 2009

DEPARTMENT OF
WATER RESOURCES

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)
81-07182					

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)

Michael Williams Robliegh Reagher
General Delivery Crane Hill.
Kooskia, ID 83539

4. New Owner/Claimant(s)

Monica S. Carr and Darwin D Carr

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

New Mailing Address

149 Rosehaven Lane

City, State and ZIP Code

Kooskia ID 83539

New Telephone Number

(831) 235-2588

Email: monicasuegeorgecarr@yahoo.com

5. Date you acquired the property

4/03

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)

Monica S. Can

(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 _____

Receipt Amt. _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____ Date _____

WARRANTY DEED

THIS INDENTURE, made on this 9th day of April, 2003, by and between MICHAEL WILLIAMS and ROBLEIGH REAGHER, Trustees, of The Michael and Robleigh Living Trust, of General Delivery, Kooskia, ID 83539, hereinafter referred to as Grantor, to DARWIN D. CARR and MONICA S. CARR, husband and wife, of 16429 Castroville Blvd., Prunedale, CA 93907, hereinafter referred to as Grantees.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10), lawful money of the United States of America, and other good and valuable considerations, to it in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, having granted, bargained, sold, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantee, their heirs and assigns, all the following described real property situate in the County of Idaho, State of Idaho, to wit:

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho
Section 35: The West 438 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, LESS the West 128 feet.

TOGETHER WITH, the non-exclusive easement and rights of way that benefit the property as follows:

A perpetual easement running with the land for access in common with others being 30' in width and beginning at the County Road in Section 35, Township 32 North, Range 5 East, Boise Meridian, along the south boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ east of the County Road, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the property above described conveyed to the Grantees and together with that eastward continuation of such road as follows:

That certain easement appearing in a document entitled Road Easement and Right of Way, dated the 4th day of April, 2003 by and between Sherman Eugene Purvis and Betty Purvis as Grantors, with Michael Williams and Robleigh Reagher, Trustees of The Michael & Robleigh Living Trust, which document was recorded on the 21st day of April, 2003 as Idaho County Instrument # 0428279

EXCEPTING AND RESERVING unto the Grantor, the right to travel across the two easement segments above described which will allow the Grantor, its successors and assigns to reach a parcel of property that it yet retains lying immediately to the east of the property herein conveyed to the Grantees.

EXCEPTING AND RESERVING, to the Grantor, the right to travel across that road, which at times touches the north end of the property herein conveyed to the Grantees, which road was originally referred to in that Warranty Deed between James H. Trainor and Bette Lee Trainor as sellers, with Tina Servia as a buyer dated the 10th day of May, 1995 and recorded in Idaho County on May 16, 1995 as Instrument #380193, which rights were later conveyed to Michael Williams and Robleigh Reagher, in a Warranty Deed recorded on November 9, 1997 as Instrument #396636 and which rights were later conveyed to the Grantor, Trust, herein in Idaho County Instrument #0416064, which was recorded on March 26, 2001.

ALSO RESERVING unto the Grantor herein any rights to use the same road on the

NORTH which were acquired by the following instruments, Instrument #383824, Instrument #383825, and Instrument #383826, all being recorded on December 6, 1995.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, and interest in and to the said property as well in law as in equity of the said Grantor.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said Grantees, their heirs and assigns forever.

And the said Grantor, for itself, its heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said Grantees, their heirs and assigns that at the time of the ensembling and delivery of these presents it was well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in the manner and form aforesaid, and that the same are free and clear from all and former grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, EXCEPT:

- a) General taxes for the year 2003, which are a lien, not yet due and payable.
- b) Subject to right of way for road as set forth in Warranty Deed, including the terms and conditions thereof, by and between JAMES H. TRAINOR and BETTE LEE TRAINOR, husband and wife, Grantors, and TINA C. SERVIA, a single person, recorded May 16, 1995, under Instrument No. 380193, records of Idaho County, Idaho.
- c) Subject to access easements, including the terms and conditions thereof, as evidenced in the following:
 - a) Quitclaim Deed, by and between DAVID TRAINOR, a divorced man, and PATRICIA TRAINOR, a divorced woman, and JAMES H. TRAINOR and BETTE L. TRAINOR, husband and wife, and RICHARD L. TRAINOR and ROSEANN TRAINOR, husband and wife, first parties, and BARBARA I. PEARSON, a single woman, second party, recorded December 6, 1995, under Instrument No. 383824;
 - b) Quitclaim Deed, by and between BARBARA I. PEARSON, a single person, and DAVID A. TRAINOR, a divorced man, and PATRICIA TRAINOR, a divorced woman, and RICHARD L. TRAINOR and ROSEANN TRAINOR, husband and wife, first parties, and JAMES H. TRAINOR and BETTE L. TRAINOR, husband and wife, second parties, recorded December 6, 1995, under Instrument No. 383825;
 - c) Quitclaim Deed, by and between BARBARA I. PEARSON, a single woman, JAMES H. TRAINOR and BETTE L. TRAINOR, husband and wife, and RICHARD L. TRAINOR and ROSEANN TRAINOR, husband and wife, first parties, and DAVID A. TRAINOR, a divorced man, and PATRICIA TRAINOR, a divorced woman, second parties, recorded December 6, 1995, under Instrument No. 383826; all records of Idaho County, Idaho.
- d) And the effects of that Correction Warranty Deed dated the 1st day of October, 1997, which was recorded on the 6th day of October, 1997 as Idaho County Instrument #395803, which document corrected an earlier Warranty Deed recorded

August 14, 1996 as Instrument #388415.

And that the above bargained premises, in the quiet and peaceable possession of the said Grantees, their heirs and assigns, against all and every person or persons lawfully claiming or to claim whole or any part thereof, the said Grantor will and shall WARRANT AND FOREVER DEFEND.

That this deed is given by Grantor to Grantees not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantees to Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

THE MICHAEL & ROBLEIGH LIVING TRUST

By Michael Williams Trustee
MICHAEL WILLIAMS, Trustee

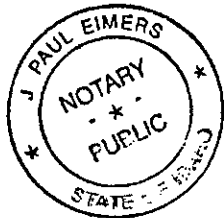
By Robleigh Reacher Trustee
ROBLEIGH REACHER, Trustee

STATE OF IDAHO)
County of Idaho)
ss

On this 9th day of April, 2003 before me a Notary Public in and for said County and State, personally appeared MICHAEL WILLIAMS, Trustee for The Michael & Robleigh Living Trust, known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he freely executed the same for and on behalf of said Trust

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

(NOTARY SEAL)



J. Paul Eimers
Notary Public for the State of Idaho,
Residing at Emeryville, therein.
My commission expires 6-24-2005.

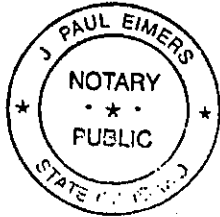
WARRANTY DEED

STATE OF IDAHO)
County of Idaho)
SS

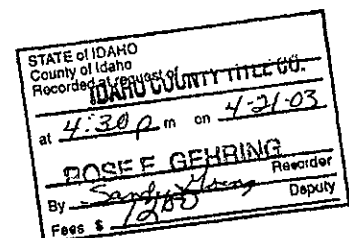
On this 9th day of April, 2003 before me a Notary Public in and for said County and State, personally appeared ROBLEIGH REAGHER, Trustee for The Michael & Robleigh Living Trust, known to me to be the person whose name is subscribed to the within instrument and he/she acknowledged to me that he/she freely executed the same for and on behalf of said Trust

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

(NOTARY SEAL)



J. Paul Eimers
Notary Public for the State of Idaho,
Residing at Grangerville, therein.
My commission expires 6-24-2005



WARRANTY DEED

THIS DEED OF TRUST, Made this 11th day of April, 2003
 BETWEEN DARWIN D. CARR and MONICA S. CARR, husband and wife

herein called GRANTOR,

whose address is 16429 Castroville Blvd., Prunedale, CA 93907

IDAHO COUNTY TITLE COMPANY, INC.

MICHAEL WILLIAMS and ROBLEIGH REAGHER, Trustees of The Michael & Robleigh Living Trust, herein called TRUSTEE, and
 MICHAEL WILLIAMS and ROBLEIGH REAGHER, Trustees of The Michael & Robleigh Living Trust, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby Irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Idaho

State of Idaho, described as follows and containing not more than forty acres:

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho
 Section 35: The West 438 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, LESS the West 128 feet.

TOGETHER WITH, any road rights of way easements and water rights associated with the property.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of FIFTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS ---Dollars, (\$ 57,820.00), final payment due April 2, 2004 or upon sale and closing of Grantors home in California, whichever comes first, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, of any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation, hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action of proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees names herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Darwin D. Carr 4/16/03
DARWIN D. CARR

Monica S. Carr 4/16/03
MONICA S. CARR

CALIFORNIA
STATE OF IDAHO, COUNTY OF SANTA CLARA

On this 16th day of April, 2003,
before me, a Notary Public in and for said State, personally appeared

DARWIN D. CARR and MONICA S. CARR, AS
husband and wife,

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

William F. Bronner
WILLIAM F. BRONNER, Notary Public,
Residing at 671 Alou Ave #6 Idaho.

My Commission expires NOV 1, 2006

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for record at
the request of

at this 16 day of April minutes past 9 o'clock M.,
in my office. 2003

Ex-Officio Recorder,

By _____ Deputy

Fees \$
Mail to:

DEED OF TRUST
WITH POWER OF SALE

DARWIN D. CARR
and
MONICA S. CARR

GRANTOR

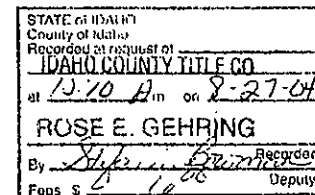
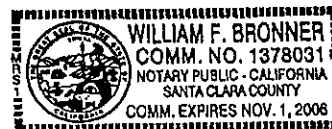
IDAHO COUNTY TITLE COMPANY, INC.

TRUSTEE

MICHAEL WILLIAMS and ROBLEIGH
REAGER, TRUSTEES OF THE
MICHAEL & ROBLEIGH LIVING TRUST

BENEFICIARY

Dated April _____, 2003



THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To _____, Idaho, _____, 2003
Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____

Telephone No. _____

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF IDAHO)
) SS
 County of Idaho)

Instrument # 463132
 IDAHO COUNTY, IDAHO,
 9-8-2008 03:14:12 No. of Pages: 2
 Recorded for : IDAHO COUNTY TITLE
 ROSE E. GEHRING Fee: 6.00
 Ex-Officio Recorder Deputy *[Signature]*

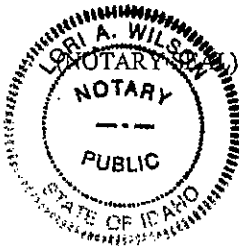
DENNIS L. ALBERS, being first duly sworn on his oath, deposes and says:

That he is a resident of Idaho County, Idaho and an attorney practicing law in the Grangeville, Idaho County, Idaho area. That just prior to the 9th day of April, 2003 your affiant prepared a Warranty Deed wherein Michael Williams and Robleigh Reagher were Trustees of the Michael and Robleigh Living Trust, of Kooskia, Idaho, the Grantors, with Darwin D. Carr and Monica S. Carr, husband and wife, being the Grantees. That Deed was ultimately executed on the 9th day of April, 2003 and recorded on the 21st day of April, 2003 as Idaho County Instrument #0428280. Within that Warranty Deed, in the third paragraph, third line, of the intended legal description there was a typographical error and your affiant as scrivener and preparer of that Deed now desires to correct the error. In the original Warranty Deed, Instrument #0428280, in the third line of the third paragraph of the indented description, there is the line that reads "along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ East of." The reference to the SW $\frac{1}{4}$ SE $\frac{1}{4}$ was erroneous, when in fact the road travels along the South boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ East of the County Road, as is demonstrated by a copy of the Idaho County Assessor's plat showing the segment of road in a black dotted line that was intended to be conveyed. It is your affiant's desire that this document be recorded to correct that scrivener's error.

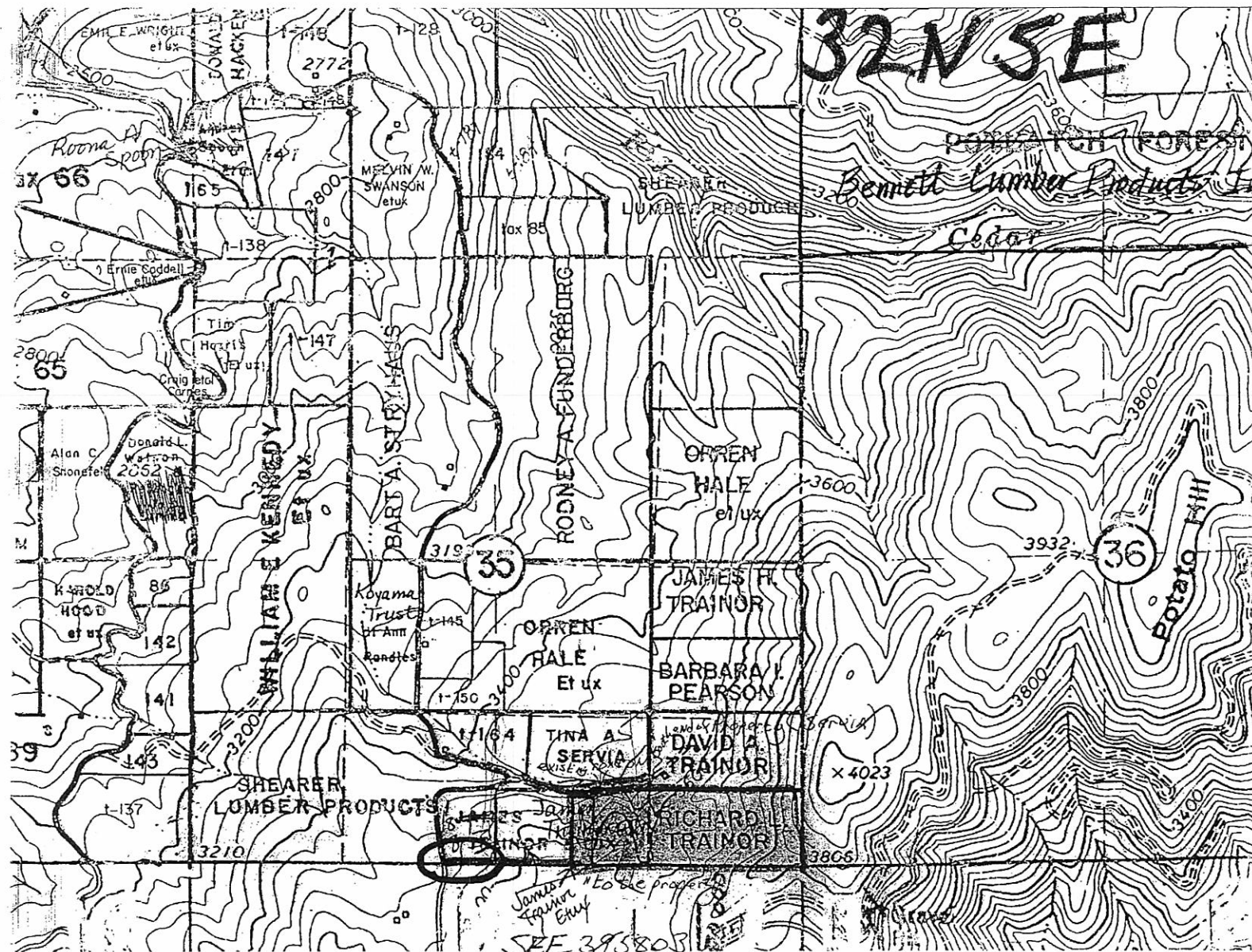
DATED this 5th day of September, 2008.

[Signature]
 DENNIS L. ALBERS

SUBSCRIBED AND SWORN to before me this 5th day of September, 2008.



[Signature]
 Notary Public for the State of Idaho,
 Residing at Grangeville, therein.
 My commission expires 10-19-2013.



437828

RECONVEYANCE

Order No: RECON
35-32N-5E, SE1/4SW1/4SE1/4
IDAHO COUNTY TITLE COMPANY, INC., as Trustee in the Deed of Trust
executed by DARWIN D. CARR and MONICA S. CARR, husband and wife
recorded 8/27/04 under Instrument No. 437372 Mortgage
records of Idaho County, Idaho, pursuant to the written request
of the beneficiary, does hereby GRANT and RECONVEY unto the
PARTIES ENTITLED THERETO,
without warranty, all the estate and interest derived to it by or
through said Deed of Trust, in the lands therein described.
The corporate name subscribed by its Authorized Officer and the
seal affixed by its Secretary, is pursuant to a resolution
authorizing the execution of this Reconveyance duly adopted by
its Board of Directors.

Dated: September 22, 2004

IDAHO COUNTY TITLE COMPANY, INC.

By: J. Paul Eimers
J. PAUL EIMERS
Authorized Officer

STATE OF IDAHO)
COUNTY OF IDAHO) SS

On September 22, 2004, before me, a Notary Public in and for the
said State, personally appeared J. PAUL EIMERS known to be the
Authorized Officer of the corporation that executed the within
instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

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

My Commission Expires:
NOTARY PUBLIC
2/15/05 OF IDAHO

Lisa Hallmark
Notary Public for the State of Idaho
Residing in Grangeville, therein

STATE OF IDAHO, County of Idaho

I hereby certify that this instrument was filed for record at the
request of IDAHO COUNTY TITLE COMPANY, INC. at 50 minutes past
1:00 o'clock P.M., this 23 day of Sept, 2004, in my office.

ROSE E. GEHRING, Idaho County Recorder

By: Bette J. O'Brien

Fee: 3.00

VALUATION SUMMARY SHEET

PAGE 1
DATE 5/14/2009

TIME: 8:54:55

PARCEL NUMBER: RP 32N05E358852 A

PROPERTY ADDRESS: 165

ROSEHAVEN LANE 83539

EFFECTIVE DATE: 03/01/2004

EXPIRATION DATE: 00/00/0000

TAX CODE AREA: 1490000

NAME: MICHAEL'S PATRIARHAL ORDER,
* ETALLEGAL: T32N R5E SEC 35 3.307 AC
SE4SW4SE4 LESS THE WEST
438'
LESS ROAD

ADDRESS: P O BOX 601

KOOSKIA

ID 83539

OLD PARCEL #: RP32N05E358851T

CAT	SHT	RY	QUANTITY	UN	MARKET VALUE	HO VALUE	HO EXEMPT	CB VALUE	OTHER EXEMP
12		2005	3.307	AC	31,555				

TOTALS:	3.307	31,555
---------	-------	--------

ED REFERENCES:	CAMA AREA #: 1	
TE: 12/06/2004	RELATED PARCELS:	SUB-SYS:
8959-DH		LD
2064-JB		
8280-HC		
5762-HC		
6064-DH		SL
X SPECIALS:		
1 961		

HOMEOWNERS: NONE
ZONING: RJW
PHOTO NUMBER: X-11
MAP NUMBER:
INSP YEAR: 2005
PARCEL TYPE:
LOCATION CODE: 0000
SW UNITS:
SW TYPES:

COMMENTS:
WAS: SANDBERG, ROBERT PRESTON
ROBLEIGH TRUSTEES
WAS: WILLIAMS, MICHAEL&REAGHER
VALUE CHG PER LEAH
REMOVED HOUSE & SW PER LEAH
SPLIT TO: CARR, DARWIN ETUX
SPLIT FROM #> RP32N05E358851A

WR5809NP
No. P81-07182

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 06/26/00
PAGE: 1

OWNER		PRIORITY	WATER USE	USE PERIOD		DIVERSION	DIVERSION
CODE	NAME & ADDRESS	DATE		FROM	TO	RATE	VOLUME
C	MICHAEL WILLIAMS PO BOX 675 LA VERKIN VT 84745 (520) 875-2770	02/28/2000	DOMESTIC	01/01	12/31	0.040 CFS	
TOTAL DIVERSION:						0.040 CFS	
C	ROBLIEGH REAGHER CRANE HILL KOOSKIA ID 83539 (520) 875-2770						

Water Source: SPRING

Tributary to: CLEARWATER RIVER

Stage: PERMIT

Point(s) of Diversion: T32N R05E S35 SESWSE IDAHO County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE			
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac
32N	05E	35	:	:	:	:	:	:	:	:	:	:	:	:	:

Pou County: IDAHO

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
81-07182

Remarks: GEN This right authorizes a single place of use.
Domestic use is for 1 home.

Dates: App. Received: 02/28/2000 Priority Date: 02/28/2000
Proof Due Date: 07/01/2001 Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: Field Exam Fee:

Comments: Date: 03/06/2000 User-ID: DBALL Subject: Examiner's notes.
Cement box with pipe line & pump.

Audit: 06/25/00 CZIMMERM 06/26/00 CZIMMERM

FOR OFFICE USE ONLY
Amt. of Fee \$: 50.00
Receipt No. 0263615
Receipt By: [Signature]
Date Received: JUL 29 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 29 2002

PROOF OF BENEFICIAL USE

Department of Water Resources

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner.

1. Permit No. 81-7182 Telephone No. 208 926-0191
2. Name of Permit Holder(s): Michael Williams / Robbleigh Reagher
3. Mailing Address: General Delivery
City KOOSKIE State ID Zip 83539
4. Source of Water: Surface Water If **GROUNDWATER** (well), Date Drilled: mo. _____ / yr. _____
Well Driller: _____ Drilling Permit Number: _____
5. Use(s) (as authorized by the water right permit):
Domestic (No. of households): 1 Stockwater (No. and type of stock): _____
Irrigation (No. of acres): _____ Other: _____
6. Total rate of diversion and/or volume for which proof is submitted: .04 cfs OR _____ acre-feet
7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)
(This question is **not optional**. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)
Measuring Device: Is a measuring device required? Yes _____ or No X
Has the measuring device been installed? Yes _____ or No _____
8. Fee Enclosed: \$ 50.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)
9. Person to contact to accompany the Department representative during field examination of the water system.
Name: Michael Williams Telephone Number: 208 926 0191
Address: General Delivery KOOSKIE ID 83539
10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted. I agree to relinquish any undeveloped portion of the permit to the State of Idaho.
- Signature of permit holder: Michael Williams / Robbleigh Reagher (owner) Date: July 25th 2002
(include your title, if on behalf of company or organization)

MICROFILMED

OCT 04 2002

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO.)
81-07182 IN THE NAME OF)
MICHAEL WILLIAMS AND)
ROBLIEGH REAGHER)

REINSTATEMENT ORDER

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted to the Department on or before July 1, 2002; and,

WHEREAS, the Department notified the permit holder on April 30, 2002, by certified mail that proof of beneficial use was due and instructed the permit holder of the steps to be taken to submit the proof of beneficial use or an extension of time request; and,

WHEREAS, the Department sent the permit holder a lapse notice on July 5, 2002, since the department had not received an acceptable proof of beneficial use statement or extension of time; and,

WHEREAS, Section 42-218a, Idaho Code, provides that the Department may reinstate a permit upon a showing of reasonable cause by the permit holder within sixty days of the date of the notice of lapsing; and,

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting acceptable proof of beneficial use on July 29, 2002;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 81-07182 is **REINSTATED** with an advance in priority to **March 27, 2000**.

DATED this 1st day of August, 2002.


L. GLEN SAXTON, Chief
Water Allocation Bureau

MICROFILMED
OCT 04 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
RECEIVED **REQUEST FOR EXTENSION OF TIME** **RECEIVED**
MAY - 7 2001 **JUN 21 2001**

Department of Water Resources TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF BENEFICIAL USE FOR A WATER RIGHT PERMIT Department of Water Resources

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 81-7182
Name(s) of Permit Holder: Michael Williams / Robleigh Reagher
Address: P.O. Box 675 City La Verkin State Ut Zip 84745
Telephone No. 520 875-2770 Date Proof is Due: July 1, 2001

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

Trenches dug, pipes laid, tank in.

Costing \$ 2000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Work hasn't been finished due to heavy winter
and rain and snow, too muddy.

Permit holder(s) request an extension to July 1, 20 02

(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

APPROVED and the time within which to submit proof of beneficial use is extended to July 1, 2002.

Signed this 22nd day of June MICROFILMED 20 01

OCT 6 4 2002

L. Glen Saxton
L. GLEN SAXTON, Chief
Water Allocation Bureau

State of Idaho
Department of Water Resources
Permit To Appropriate Water

NO. 81-07182

Priority: February 28, 2000

Maximum Diversion Rate:

0.04 CFS

This is to certify, that **MICHAEL WILLIAMS**

ROBLIEGH REAGHER

PO BOX 675

LA VERKIN VT 84745

has applied for a permit to appropriate water from:

SPRING

tributary of CLEARWATER RIVER

and a permit is APPROVED for development of water as follows:

BENEFICIAL USE

PERIOD OF USE

RATE OF DIVERSION

DOMESTIC

01/01 to 12/31

0.04 CFS

LOCATION OF POINT(S) OF DIVERSION:

SESWSE , Sec. 35, Township 32N, Range 05E
IDAHO County

PLACE OF USE: DOMESTIC

TWN RGE SEC

32N 05E 35

SWSE

SESE

CONDITIONS OF APPROVAL AND REMARKS

1. Proof of application of water to beneficial use shall be submitted on or before July 1, 2001.
2. Subject to all prior water rights.
3. This right authorizes a single place of use.
4. Domestic use is for 1 home.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

26th day of June, 2000

[Signature]
for Karl J. Dreher, Director

MICROFILMED
JAN 16 2001

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

MAY 22 2000

To appropriate the public waters of the State of Idaho

Department of Water Resources

1. Name of applicant Michael Williams & Robliegh Reagher Phone (520)875-2770
P.O. Box 675 LaVerkin UT 84745-0675
Post office address Crane Hill, Keosauqua, Idaho 83539
2. Source of water supply Spring which is a tributary of Clearwater River
3. Location of point of diversion is SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____
Sec. 35 Township 32 N. Range 5 E. B.M. Idaho County; additional
points of diversion if any: None
4. Water will be used for the following purposes:
Amount 0.04 for Domestic purposes from 1-1 to 12-31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 0.04 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works: Cement box with pipe line & pump
 - a. Description of ditches, flumes, pumps, headgates, etc. _____

 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.
 - c. Proposed well diameter is none inches; proposed depth of well is none feet.
 - d. Is ground water with a temperature of greater than 90°F being sought? none
7. Time required for the completion of the works and application of the water to the proposed beneficial use is
1 year years (minimum 1 year).

MICROFILMED

122 15 2000

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. 1 household
- e. Other; describe fully. _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
32N	5E	35															D	D	

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. None

11. a. Who owns the property at the point of diversion? Michael Williams & Robliegh Reagher
- b. Who owns the land to be irrigated or place of use? Michael Williams & Robliegh Reagher
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. None

12. Remarks: _____

MICROFILMED

JAN 16 2001



water Gary Spackman

Wednesday, June 10, 2009 12:44 PM

From: "monica georgecarr" <monicasuegeorgecarr@yahoo.com>
To: monicasuegeorgecarr@yahoo.com

Dear Gary,

Thank you for your time speaking with me yesterday. enclosed is the warranty deed and sales agreement the title insurance I did not include if you want it I will send it. I included the State of Idaho department of water resources notice of change in water right ownership application. As well I included a valuation summary sheet for Michael's patriarchal order, my neighbor showing that at the assessors office his parcel is considered vacant land. The permit was for a home and that was initially filed for my home that he sold to me with water rights; then he completed the water right process and licensed the water right on a different parcel where he built his new home and did not transfer the water to us which by contract his was required to do. I have highlighted what I find to be important. All your help is appreciated. The last time I was at the home was July 2006 and water and power were still working at the home, 149 Rosehaven Lane previously known as Crane Hill.

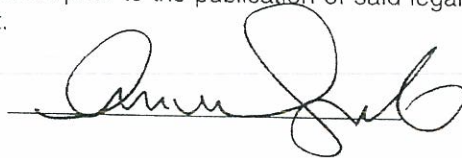
Sincerely,
Monica S. Carr

RECEIVED
APR 20 2000
IDWR/North

AFFIDAVIT OF PUBLICATION

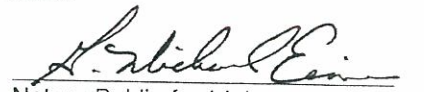
STATE OF IDAHO
County of Idaho - ss.

Andrew J. McNab, being first duly sworn, says he is the Publisher of the IDAHO COUNTY FREE PRESS, a weekly newspaper published and issued weekly at Grangeville, Idaho County, State of Idaho, and is of general circulation in said county and state, that the said legal notice, of which the one hereto attached is a true copy, was published in said paper for two weeks, being published two times, the first publication being on the 5th day of April, 2000; and the last publication on the 12th day of April, 2000; and that the said legal notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of seventy-eight consecutive weeks prior to the publication of said legal notice of advertisement.



STATE OF IDAHO)
COUNTY OF IDAHO)

On this 12th day of April in the year of 2000, before me a Notary Public personally appeared Andrew J. McNab, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.


Notary Public for Idaho
Residing at Grangeville, ID
My commission expires: 04-16-2002
12-21-03

NOTICE OF APPLICATION FOR WATER RIGHT
The following application(s) have been filed to appropriate the public waters of the State of Idaho:

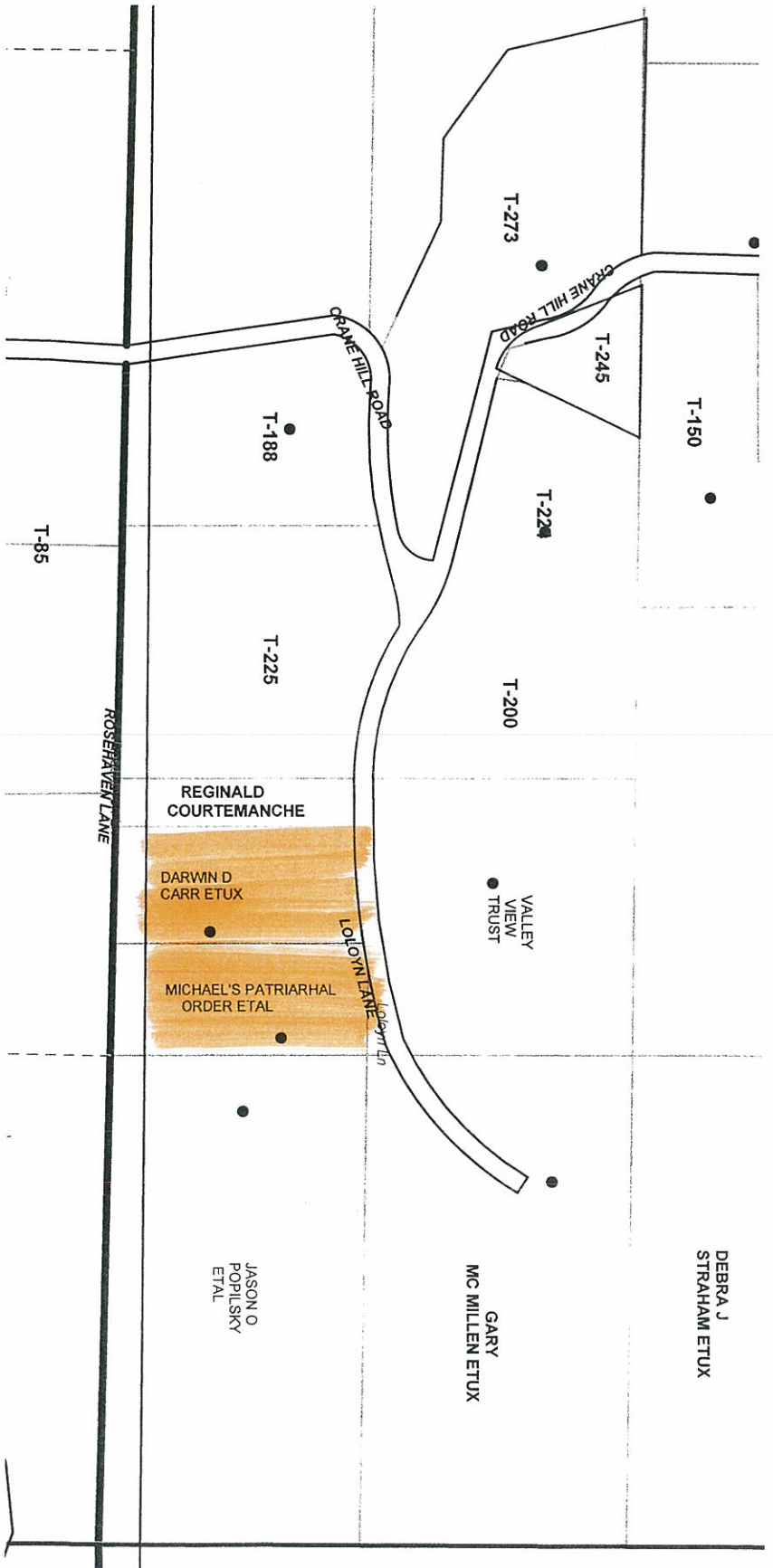
81-07182
REAGHER, ROBLIEGH
WILLIAMS, MICHAEL
CRANE HILL
KOOSKIA, ID 83539
Source: SPRING Tributary: CLEARWATER RIVER
Diversion Pt. SESWSE Sec 35 T 32N R 05E in IDAHO County
Use: DOMESTIC (0.040 CFS)
Total Diversion: (0.040 CFS)
Date Filed: 2/28/2000
In: IDAHO County
T32N R05E S35 SWSE SESE

81-07183
CALLAWAY, JOHN M
17808 LOWELL RD
CALDWELL, ID 83605
Source: CLEARWATER RIVER, MIDDLE FORK Tributary: CLEARWATER RIVER
Diversion Pt. SWNW Sec 6 T 32N R 05E in IDAHO County
NWSW Sec 6 T 32N R 05E in IDAHO County
Use: DOMESTIC (0.040 CFS)
Total Diversion: (0.040 CFS)
Date Filed: 2/3/2000
In: IDAHO County
T32N R05E S06 SWNW SENW

81-07184
SELWAY INN INC
C/O ROBERT GREENHILL
31 W 52ND ST 16TH FLOOR
NEW YORK, NY 10019
Source: DITCH CREEK Tributary: SELWAY RIVER
Diversion Pt. NENW Sec 28 T 31N R 13E in IDAHO County
Use: POWER (0.500 CFS)
Total Diversion: (0.500 CFS)
Date Filed: 2/25/2000
In: IDAHO County
T31N R13E S21 SESW
For additional information concerning the property location, call the Northern Regional Office at (208) 769-1450.
The permit(s) will be subject to all prior water rights. Protests must be filed with the applicant and with the Director, Dept. of Water Resources, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, Idaho 83814, together with a protest fee of \$25.00 on or before APRIL 24, 2000.
KARL J. DREHER, Director
Published: 4/5/2000 & 4/12/2000
A5-12



MICROFILMED
JAN 16 2001



COPY

SALES AGREEMENT

THIS AGREEMENT, made and entered into on this 9th day of April, 2003 by and between MICHAEL WILLIAMS and ROBLEIGH REAGHER, as Trustees of The Michael & Robleigh Living Trust, of General Delivery, Kooskia, ID 83539, hereinafter referred to as Seller, with DARWIN D. CARR and MONICA S. CARR, husband and wife, of 16429 Castroville Blvd., Prunedale, CA 93907, hereinafter referred to as Buyers.

WITNESSETH:

WHEREAS, concurrently with the execution of this agreement the Buyers are purchasing the following described real property from the Seller, together with associated road easements, to wit:

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho
Section 35: The West 438 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, LESS the West 128 feet; and,

WHEREAS, there are a number of things to be accomplished on the structure on the property yet by the Seller, and the parties desire to ratify their earlier agreements set forth in an Earnest Money Agreement with Amendments and to make that agreement continue until completed by the Seller and the parties now desire to reduce their agreements to writing.

I.

These parties acknowledge that this transaction for the purchase of the property and the appropriate easements was completed by a closing at Idaho County Title Company on the 2nd day of April, 2003. The parties acknowledge that they earlier executed an Earnest Money Agreement on the 25th day of March, 2003 with Amendment being dated March 27, 2003. The parties acknowledge that that Earnest Money Agreement and the Amendments thereto, a copy of which is attached hereto and hereby incorporated by this reference, required the Seller to complete the structure on the property after closing. The parties hereby incorporate that agreement and ratify all of those promises that are set forth in the Earnest Money Agreement and the Amendment thereto that are yet uncompleted. The Seller hereby specifically promises to complete those items in a good and workmanlike manner within the times specified in Exhibit A, in order to complete the parties overall transaction.

II.

The parties understand that paragraph 5 relating to water rights from any well would go automatically under Idaho law by a deed in and for any existing water permits or additional water

rights. They shall be assigned independently after the closing of this transaction through the Idaho Department of Water Resources.

III.

In the event any party would breach this agreement and the incorporated terms of the Earnest Money Agreement, the prevailing party in any suit or action brought to enforce the terms hereof shall in addition to costs and disbursements allowed by law be entitled to a reasonable attorneys fee.

IV.

Additionally, this agreement shall function as a Bill of Sale of a generator, a 500 gallon diesel tank, and trimetric wiring associated therewith, which benefits the property. It being the understanding that those items of personal property would become the property of the Buyers but since they benefit the property, they shall remain with the property until the Promissory Note which is secured by a Deed of Trust is paid. To any extent necessary the Buyers grant to the Seller a security interest in those items of personal property, pursuant to the terms of the Uniform Commercial Code, and a UCC-1 will be prepared for filing with the Secretary of State to perfect the security interest herein granted. At the time the Promissory Note is paid, there shall be a termination statement filed in due course, by the Seller, to release the lien on those items of personal property.

V.

This agreement shall be binding upon the heirs, executors, successors and assigns of the respective parties hereto as if in each covenant they were specifically mentioned.

ADDITIONAL PROVISIONS:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE MICHAEL & ROBLEIGH LIVING TRUST

By Michael Williams
MICHAEL WILLIAMS, Trustee

By Robleigh Reagher
ROBLEIGH REAGHER, Trustee

Darwin D. Carr 4/13/03
DARWIN D. CARR

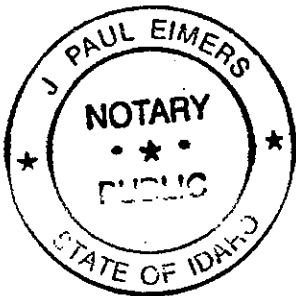
Monica S. Carr 4/16/03
MONICA S. CARR

STATE OF IDAHO)
County of Idaho)
SS

On this 9th day of April, 2003 before me a Notary Public in and for said County and State, personally appeared MICHAEL WILLIAMS, Trustee for The Michael & Robleigh Living Trust, known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he freely executed the same for and on behalf of said Trust

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

(NOTARY SEAL)



J. Paul Eimers
Notary Public for the State of Idaho,
Residing at Granville, therein.
My commission expires 6-24-2005.

STATE OF IDAHO)
County of Idaho)
SS

On this 9th day of April, 2003 before me a Notary Public in and for said County and State, personally appeared ROBLEIGH REAGHER, Trustee for The Michael & Robleigh Living Trust, known to me to be the person whose name is subscribed to the within instrument and he/she acknowledged to me that he/she freely executed the same for and on behalf of said Trust

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



J. Paul Eimers
Notary Public for the State of Idaho,
Residing at Bozeman, MT, therein.
My commission expires 6-24-2005.

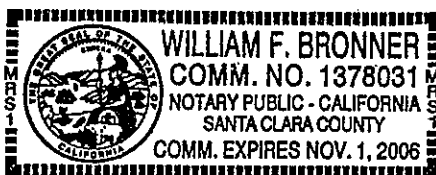
STATE OF CA)
County of SANTA CLARA)
SS

On this 16th day of April, 2003 before me a Notary Public in and for said County and State, personally appeared DARWIN D. CARR and MONICA S. CARR, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they freely executed the same.

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

(NOTARY SEAL)

William F. Bronner
Notary Public for the State of CA,
Residing at 671 Auto Ave, Santa Clara, CA, therein.
My commission expires Nov 1, 2006.



WILLIAM F. BRONNER
COMM. NO. 1378031
COMM. EXP. NOV. 1, 2006



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



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

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

Earnest Money Dated: March 25, 2003 ID # 03-1001

ADDRESS: 4.6 acres m/l P/N 32N 05E 35 8851A

BUYER(S): Darwin D Carr and Monica S Carr

SELLER(S): Michael Williams and Robleigh Reagher, Trustees

The undersigned Parties hereby agree as follows:

1. Buyer to carry fire insurance at least in the amount of note balance during term of note. Buyer to not lien property during term of note without written approval of seller.

2. Seller to finish the following items before June 2, 2003: Front room window to be removed, wall closed in, insulated and finished to match; Master closet opening to be widened to 12" of each side and opening finished; all doors to be switched to accommodate light switches; 4th bedroom upstairs to be insulated and sheet rock hung; tile downstairs will be finished and grouted when tile saw is made available by buyer; garage roof cap to be completed. All these items to be done with no additional cost to buyer.

3. Home is purchased as is. Title insurance to be paid by buyer.

4. Seller to provide parcel map with lines indicating property boundaries, location of septic and house.

5. All water rights pertaining to this property go with the property.

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

Darwin D Carr BUYER

SELLER

Monica S Carr BUYER

SELLER

DATED: 3-27-2003

DATED: _____

TIME: 8:30 ☒ A.M. ☐ P.M.

TIME: _____ ☐ A.M. ☐ P.M.

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Addendum/Amendment Revised - April 22, 1998



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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

ID# 03-1001DATE March 25, 2003**1. REAL ESTATE OFFICES:**

Listing Agency

NA

Office Fax #

E-Mail

Office Phone #

Listing Agent

Other Phone #

Selling Agency

NA

Phone #

Office Fax #

E-Mail

Office Phone #

Selling Agent

Other Phone #

Phone #

2. BUYER:Darwin D. Carr and Monica S. Carr

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS

4.6 acres m/l including 5400 sq ft dwellingCity Kootenai County Idaho ID, Zip 83539

legally described as: ☒ Portion of SE1/4SW1/4SE1/4 Section 35 T32N R5E BM PN32N05E358851A
OR ☐ Legal Description Attached as addendum # (Addendum must accompany original offer)

3. TOTAL PURCHASE PRICE:One Hundred and Seventy-Seven Thousand Eight Hundred and Twenty

DOLLARS,

\$ 177,820

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

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.\$ 2,000**A. EARNEST MONEY:** Buyer hereby deposits Two Thousand DOLLARS as EarnestMoney evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ otheracknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ other Idaho County Title for the benefit of the parties hereto, and (Broker)

shall hold the completely executed Broker's copy of this Agreement.

The responsible Broker shall be

NA

B. ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 34 through 52, fill blanks with N/A (Not

Applicable). FUNDS MAY NOT BE OBTAINED FROM FINANCING UNDER THIS OPTION. BUYER agrees to provide SELLER within business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA

☐ RD ☐ OTHER FIRST LOAN of \$ _____ not including mortgage insurance, with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

BUYER ☐ has applied ☐ shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

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

\$ 57,820**D. ADDITIONAL FINANCIAL TERMS:**☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.\$ 118,000**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:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 6 Pages.

BUYER'S Initials (DC)Date 3/27/2003SELLER'S Initials (MC)Date 3/27/2003

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PROPERTY ADDRESS: Portion of SE1/4SW1/4SE1/4 Section 35 T32N R5E BM

ID#: 03-1001

5. OTHER TERMS AND/OR CONDITION: Balance of \$57,820 to be in form of note and Trust Deed, 0% per annum, no prepayment penalty with a principal payment of at least \$28,910 due on or before Oct 2, 2003 with the balance due on or before April 2, 2004, or note is to be paid in full upon sale and closing of buyer's home in California, whichever comes first.

6. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, 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.

The following additional items are specifically:

(A) INCLUDED IN THIS SALE: Generator, 500 gal diesel tank, Trimefric wiring

(B) EXCLUDED IN THIS SALE: All household appliances, kitchen cabinets and countertop, wood stove, solar panels, batteries, DC connectors and disconnect, inverter

8. 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.

9. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☐ SELLER or ☒ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

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

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

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

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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 6 Pages.

BUYER'S Initials (DC) (11/15) Date 3/27/2003 SELLER'S Initials () () Date

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137 PAGE 3 OF 6-RE-21 PURCHASE & SALES AGREEMENT
138 PROPERTY ADDRESS: _____

Portion of SE1/4SW1/4SE1/4 Section 35 T32N R5E BM

ID#: **03-1001**

139 (E) HOME OWNER'S EXPANDED COVERAGE ENDORSEMENT: This endorsement attaches to and becomes a part of a Standard Title Policy.
140 This endorsement shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which
141 the insured owner resides either at date of policy or at any time prior to the time insured owner acquires knowledge of a potential claim hereunder. The Title
142 company hereby insures the insured Owner of the estate or interest against loss or damage which the Insured Owner shall sustain by reason of existence at
143 date of policy of any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in
144 progress or completed at date of policy, except a work of improvement for which said insured Owner has agreed to be responsible. Also covers other problems
145 but only after a final court order of judgment that requires removal. Home Owner's Expanded Coverage Endorsement requested: ☒ NO ☐ YES, If yes,
146 additional premium paid by ☐ BUYER ☐ SELLER.
147

148
149 (F) The parties agree that _____ Idaho County _____ Title Company shall provide title policy and preliminary report of commitment.
150
151

152 10. INSPECTION: BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 157 to 173.
153 BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____
154 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise
155 these rights and to make Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the entire property.
156 BUYER'S acceptance of the condition of the property is a contingency of this Agreement
157 FHA INSPECTION REQUIREMENT, if applicable: "For your protection: Get a Home Inspection", HUD 92564-CN must be signed on or before
158 execution of this agreement.

159 SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 160 1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to
161 have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed
162 all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- 163 2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent
164 section(s) of written inspection reports. SELLER shall have _____ business day(s) in which to respond in writing. The SELLER, at their option, may
165 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
166 letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.
- 167 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
168 responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days that they will not continue with the transaction
169 and will receive their Earnest Money back.
- 170 4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
- 171 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
172 proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

173
174 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless
175 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any
176 governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.
177

178 SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR
179 IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.
180
181
182

183 11. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of
184 this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure
185 Form" or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No ☐ N/A
186 BUYER hereby acknowledges receipt of a copy of the Seller's Property Condition Disclosure Form and understand the SELLER may accept another offer until
187 such time that the BUYER waives their right to rescind said purchase agreement within three (3) business days from date of receipt of the Seller's Property Condition
188 Disclosure Form. BUYER below hereby ☒ does ☐ does not waive the right to rescind based on the Seller's Property Condition Disclosure Report.
189
190
191

192 12. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
193 hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet,
194 "Protect Your Family From Lead in Your Home". (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all
195 records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon
196 BUYERS right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will
197 terminate, (d) that BUYER hereby ☐ waives ☐ does not waive this right. (e) that, if test results show unacceptable amounts of lead-based paint on the
198 premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and
199 correct the problem which must be accomplished before closing; (f) that, if the contract is canceled under this clause, BUYER'S earnest money deposit will be
200 returned to BUYER.
201

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

204 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 6 Pages.
205 BUYER'S Initials (OC) (VP) Date 3/27/2003 SELLER'S Initials (____) (____) Date _____

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Company:

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ID#: 03-1001

14. 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 _____

☒ N/A ☐ BUYER ☐ SELLER to pay Homeowners Association SET UP FEES for this property in the amount of \$ _____ at closing.
☒ N/A ☐ BUYER ☐ SELLER to pay Homeowner's Association TRANSFER FEES for this property in the amount of \$ _____ at closing.

15. 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.

16. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay up to \$ 0 lender repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Title Ins. Standard Coverage Owner's Policy	X			
Appraisal Re-Inspection Fee				X	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				X
Closing Escrow Fee			X		Title Ins. Extended Coverage Owner's Policy				X
Lender Document Preparation Fee				X	Homeowner's Extended Coverage Endorsement				X
Flood Certification/Tracking Fee				X	Well Inspection				X
Lender Required Inspections				X	Septic Inspections				X
Tax Service Fee				X	Septic Pumping				X
Attorney Contract Preparation Fee		X			Survey				X
					Fuel in Fuel Tank - Amount to be Determined by Supplier				X

17. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the Premises approximately 2 day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and Premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the Broker(s) of any liability.

18. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: Final walk through will occur on June 2, 2003.

19. 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) April 2, 2003. The parties agree that the CLOSING AGENCY for this transaction shall be Idaho County Title. If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 6 Pages.
 BUYER'S Initials (D.C.) J.M.P. Date 3/27/2003 SELLER'S Initials () () Date _____

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PROPERTY ADDRESS:

Portion of SE1/4SW1/4SE1/4 Section 35 T32N R5E 8M

ID#: 03-1001

20. POSSESSION: BUYER shall be entitled to possession ☐ upon closing or ☒ date June 2, 2003 time 10 a.m. ☐ p.m. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, security and/or other forms of deposit, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of April 2, 2003.

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

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

23. SINGULAR AND PLURAL terms each include the other, when appropriate.

24. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302(15).

25. 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.

26. 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. 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, appraisals, 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.

27. 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 monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

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

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

Section 2:

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

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 6 Pages.
 BUYER'S Initials (DC) (MBC) Date 3-27-2003 SELLER'S Initials () () Date () ()

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PROPERTY ADDRESS: Portion of SE1/4SW1/4SE1/4 Section 35 T32N R5E BM ID#: 03-1001

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30. 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.

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31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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32. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER and SELLER.

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33. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) March 26, 2003 at (Time) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

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

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

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35. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER☐ SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM(S) # _____

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m.

Address _____

City _____ State _____ Zip _____

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

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____

Darwin D. Carr

BUYER: _____

Monica S. Carr

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 6 of 6 Pages.
BUYER'S INITIALS (PC) (MS) Date 3-27-2003 SELLER'S INITIALS () () Date _____

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RE-21 Effective Date 04/02

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

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

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

Earnest Money Dated: March 25, 2003 ID # 03-T001

ADDRESS: 4.8 acres m/ P/N 32N 05E 35 8851A

BUYER(S): Darwin D Carr and Monica S Carr

SELLER(S): Michael Williams and Robbleigh Reagher, Trustees

The undersigned Parties hereby agree as follows:

1. Buyer to carry fire insurance at least in the amount of note balance during term of note. Buyer to not lien property during term of note without written approval of seller.

2. Seller to finish the following items before June 2, 2003: Frontroom window to be removed, wall closed in, insulated and finished to match; Master closet opening to be widened to 12" of each side and opening finished; all doors to be switched to accommodate light switches; 4th bedroom upstairs to be insulated and sheet rock hung; tile downstairs will be finished and grouted when tile saw is made available by buyer; garage roof cap to be completed. All these items to be done with no additional cost to buyer.

3. Home is purchased as is. Title insurance to be paid by buyer.

4. Seller to provide parcel map with lines indicating property boundaries, location of septic and house.

5. All water rights pertaining to this property go with the property.

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

Darwin D Carr BUYER

Monica S Carr BUYER

DATED: 3-27-2003

TIME: 8:30 ☐ A.M. ☒ P.M.

Michael Williams SELLER

Robbleigh Reagher SELLER

DATED: 3/27/2003

TIME: 3:45 ☐ A.M. ☒ P.M.

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**REAL ESTATE PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY**

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

ID# 03-1001DATE March 25, 2003**1. REAL ESTATE OFFICES:**

Listing Agency NA Office Phone # NA
Office Fax # EMail Other Phone # NA
Listing Agent NA Phone # NA
Selling Agency NA Office Phone # NA
Office Fax # EMail Other Phone # NA
Selling Agent NA Phone # NA

2. BUYER:

Darwin D. Carr and Monica S. Carr (Hereinafter called "BUYER")
agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY
KNOWN AS 4.6 acres mt including 2400 sq ft dwelling

City Kootenai County Idaho ID. Zip 83832
legally described as: Portion of SE1/4SW1/4SE7/4 Section 38 T32N R6E BM PN32N05E55861A

OR ☐ Legal Description Attached as addendum # NA (Addendum must accompany original offer)

3. TOTAL PURCHASE PRICE: One Hundred and Seventy-Six Thousand Eight Hundred and Twenty DOLLARS,
\$177,820 payable upon the following **TERMS AND CONDITIONS:** (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.
\$2,000 **A. EARNEST MONEY:** Buyer hereby deposits Two Thousand DOLLARS as Earnest

Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other and a receipt is hereby
acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling
Broker ☐ other Idaho County Title for the benefit of the parties hereto, and (Broker)
shall hold the completely executed Broker's copy of this Agreement.
The responsible Broker shall be NA

B. ALL CASH OFFER: ☒ NO ☐ YES If it is an all cash offer do not complete lines 3A through 3E. All blanks with N/A (not
Applicable). FUNDS MAY NOT BE OBTAINED FROM FINANCING UNDER THIS OPTION. BUYER agrees to provide SELLER with
business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable
documentation included, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence
or other property to be sold.

C. NEW LOAN PROCEEDS: This Agreement continues upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ REFA

☐ RD ☐ OTHER FIRST LOAN of 2 not including mortgage insurance, with
interest not to exceed NA % for a period of NA year(s) at ☐ fixed rate ☐ other BUYER shall pay no
more than NA point(s) plus origination fee if any. SELLER shall pay no more than NA point(s). Any reduction in points shall first accrue to the
benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

BUYER ☐ has applied ☐ shall apply for such loan within NA business day(s) of SELLER's acceptance. Within NA business days of final
acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income
verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by
SELLER(S) within the time limit stated, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation.
If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at
BUYER's request.

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

\$57,820 **D. ADDITIONAL FINANCIAL TERMS:**
☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 8).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$118,000 **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 upon subject to, and the actual balance of said loan(s) at closing of
set-off shall be adjusted in ☐ Cash ☐ Other:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 6 Pages.

BUYER'S Initials DC Date 3/27/2003 SELLER'S Initials MW Date 3/27/2003
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PAGE 3 OF 6-HS-21 PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS:

Portion of SE1/4SW1/4S21E Section 39 T26N R4E BM

ID# 03-1001

(E) HOME OWNER'S EXPANDED COVERAGE ENDORSEMENT: This endorsement attaches to and becomes a part of a Standard Rate Policy. This endorsement shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which the insured owner resides either at date of policy or at any time prior to the time insured owner acquires knowledge of a potential claim hereunder. The Title company hereby insures the insured Owner of the estate of interest against loss or damage which the insured Owner shall sustain by reason of existence at date of policy of any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in progress or completed at date of policy, except a work of improvement for which said insured Owner has agreed to be responsible. Also covers other problems but only after a final court order of judgment that requires removal. Home Owners Expanded Coverage Endorsement requested: ☒ NO ☐ YES, if yes, additional premium paid by ☐ BUYER ☐ SELLER.

(F) The parties agree that Idaho County This Company shall provide the policy and preliminary report of commitment.

10. INSPECTION: BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection, slip lines 157 to 179. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

FHA INSPECTION REQUIREMENT, if applicable: "For your protection! Get a Home Inspection". HUD 92584-CN must be signed on or before execution 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 items disapproved of, BUYER shall conclusively be deemed to have (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have business days 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. 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 business days that they will not continue with the transaction and will receive their Earnest Money back.

3. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time period specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or 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.

SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

11. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 26, Chapter 26 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER SELLER'S Property Disclosure Form or other acceptable form. BUYER has received the SELLER'S Property Disclosure Form or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No ☐ N/A. BUYER hereby acknowledges receipt of a copy of the Seller's Property Condition Disclosure Form and understands the SELLER may accept another offer until such time that the BUYER waives their right to rescind said purchase agreement within three (3) business days from date of receipt of the Seller's Property Condition Disclosure Form. BUYER hereby ☒ does ☐ does not waive the right to rescind based on the Seller's Property Condition Disclosure Report.

12. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or is a known paint hazard. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home". (b) receipt of Seller's Disclosure of Information and Acknowledgment of Receipt and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property; (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than _____ of the contingency will terminate; (d) that BUYER hereby ☐ waives ☒ does not waive this right; (e) that, if test reports show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing; (f) that, if the contract is canceled under this clause, BUYERS earnest money deposit will be returned to BUYER.

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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 8 Pages. BUYER'S Initials (P) Date 3/27/2003 SELLER'S Initials (M) Date 3/27/2003

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Company:

PAGE 4 OF 6 - RE-21 PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: Portion of SE1/4B/W1/4E1/4S Section 35 T22N R5E BM

ID#: 03-1001

14. 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 Homeowners Association Documents: ☐ Yes ☒ No ☐ N/A Association fees/dues are \$_____ per _____.

☒ N/A ☐ BUYER ☐ SELLER to pay Homeowners Association SET UP FEES for this property in the amount of \$_____ at closing.
☒ N/A ☐ BUYER ☐ SELLER to pay Homeowners Association TRANSFER FEES for this property in the amount of \$_____ at closing.

15. RISK OF LOSS: Prior to closing of this sale, all risks 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.

16. COSTS PAID BY: Cash in addition to those listed below may be incurred by BUYER and SELLER prior to or after closing, or provided by law or required by lender or otherwise listed herein. The below costs will be paid as indicated. Some items are subject to loan program requirements. SELLER agrees to pay up to \$0_____ lender repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equity	NA		BUYER	SELLER	Shared Equity	NA
Appraisal Fee				X	Title Ins. Escrowed Mortgage Owner's Policy	X			
Appraisal Contingency Fee				X	Title Ins. Escrowed Mortgage Lender's Policy - Interagency Policy				X
Closing Escrow Fee			X		Title Ins. Escrowed Mortgage Owner's Policy				X
Lender Document Preparation Fee				X	Homeowner's Prepaid Mortgage Endorsement				X
Flood Certification/Mapping Fee				X	Wall Inspection				X
Lender Directed Inspections				X	Septic Inspection				X
HOA Service Fee				X	Septic Pumping				X
Attorney General Preparation Fee		X			Survey				X
					Flat in Flat Deck - Amount in the Declaration of Restrict				X

17. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the Premises approximately 2____ day(s) prior to closing of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and Premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the Broker(s) of any liability.

18. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing. Final walk through will occur on June 2, 2003.

19. 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 shall be 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) April 2, 2003. The parties agree that the CLOSING AGENCY for this transaction shall be Idaho County Title. If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 6 Pages.
 BUYER'S Initials (RC) 3/27/03 Date 3/27/03 SELLER'S Initials (MW) 3/27/2003 Date 3/27/2003

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R.E.S.T. Electronic Data Entry

PAGE 5 OF 6 - RESIDENTIAL PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: Porton of SELASW/ASE1/4-Booken AGT/2M/ASE-AM

ID# 03-1001

20. POSSESSION: BUYER shall be entitled to possession ☐ upon closing or ☒ date June 2, 2003 time 12 ☒ a.m. ☐ p.m.
 Property taxes and other assessments (using the last available assessment as a basis), rents, interest and reserves, security and/or other forms of deposit, liens and encumbrances of obligations assumed and utilities shall be provided as of April 2, 2003.

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

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

23. SINGULAR AND PLURAL: Terms each include the other, when appropriate.

24. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302(15).

25. 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.

26. 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 stated 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 fees, 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 Buyer and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, 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.

27. EARNEST MONEY DISPUTE/INTERPLEADER: Notwithstanding any provision 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 all Brokers or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

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

29. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm that in this transaction, the broker(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

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

Section 2:

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

Each party signing this document certifies that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are CUSTOMERS and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

BUYER and SELLER acknowledge receipt of copy of this page, which comprises Page 5 of 6 Pages.
 BUYER'S Initials (12-1001) Date 3-27-2003 SELLER'S Initials (12-1001) Date 3/27/2003

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Real Estate Only (R-0)

PAGE 2 OF 5 - RESIDENTIAL PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS:

Portion of 951/4SW1/4SE1/4 Section 16 T32N R5E BM

ID#

03-1001

5. OTHER TERMS AND/OR CONDITION: Balance of \$87,020 to be in form of note and Trust Deed, 0% per annum, no prepayment penalty with a principal payment of at least \$28,318 due on or before Oct 2, 2003 with the balance due on or before April 1, 2004, or note is to be paid in full upon sale and closing of buyers' home in California, whichever occurs first.

6. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and things that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and remote(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, heating, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch ditches, 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.

The following additional items are specifically:

(A) INCLUDED IN THIS SALE: Generator, 500 and diesel tank, Toner, wiring

(B) EXCLUDED IN THIS SALE: All household appliances, kitchen cabinets and countertop, wood stove, solar panels, batteries, DC connectors and disconnect, inverter

8. 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 subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☐ SELLER or ☒ BUYER shall furnish to BUYER a commitment of a title insurance policy, showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title; it is agreed that if the title of said premises is not marketable, or cannot be made so within 6 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

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

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

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

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

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

BUYER'S initials (PC) (MB) Date 3/27/2003 SELLER'S initials (MW) (JK) Date 03/27/2003

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REALTOR'S DATA SHEET

PAGE 6 OF 8 - RES-21 PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: Portion of SE1/4SW1/4SE1/4 Section 35 T20N R30E E04 ID#: 03-1001

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

31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

32. AUTHORITY OF SIGNATORY: BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER and SELLER.

33. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) March 28, 2003 at (Time) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

34. BUYER'S SIGNATURES: I/we further acknowledge receipt of a true copy of this agreement.

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached)BUYER Signature Darwin D. CarrBUYER Signature Monica B. CarrBUYER (Print Name) Darwin D. CarrBUYER (Print Name) Monica B. CarrDate 3-27-2003 Time 8:30 ☐ a.m. ☒ p.m.Date 3-27-2003 Time 8:30 ☐ a.m. ☒ p.m.Address 16429 Castroville BlvdAddress 16429 Castroville BlvdCity Prunedale State CA Zip 93907City Prunedale State CA Zip 93907

35. SELLER'S SIGNATURES:

On this date, I/we hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/we further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER☐ SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM(S)SELLER Signature Michael WilliamsSELLER Signature Rebleigh Peagher TrusteeSELLER (Print Name) Michael WilliamsSELLER (Print Name) Rebleigh PeagherDate 3-27-03 Time 3:45 ☐ a.m. ☒ p.m.Date 3-27-03 Time 3:45 ☐ a.m. ☒ p.m.Address General DeliveryAddress General DeliveryCity Kootenai State Id Zip 83539City Kootenai State Id Zip 83539

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

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

Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____

BUYER: _____

Darwin D. Carr

Monica B. Carr

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 6 of 8 Pages.
BUYER'S INITIALS (DC) Date 3-27-2003 SELLER'S INITIALS (MW)(RP) Date 3/27/2003

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RES-21 Purchase Sales Agreement