

RE-11 ADDENDUM JULY 2006 EDITION PAGE 1 OF 1

RE-11 ADDENDUM # 1 (ONE) (1,2,3, etc.)Date: October 2006

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

1 This is an ADDENDUM to the Purchase and Sale Agreement.

2 ("Addendum" means that if information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used
3 to change, correct or revise the agreement (such as modification, addition or deletion of a term)).4 PURCHASE AND SALE AGREEMENT DATED: August 21, 2006 ID # 13235 ADDRESS: 1350 W 575 N, Paul, Idaho6 BUYER(S): John & Anita Phillips7 SELLER(S): Del Kohtz

8 The undersigned parties hereby agree as follows:

9
10 Buyers have agreed to pay Sellers \$263,000 for their farm and have deposited \$3,000 earnest
11 money held by LeMoyne Realty, to secure the sale, which is subject to a closing by November
12 15, 2006.13
14 Sellers hereby agree to extend the closing date to on or before January 2, 2007.15
16 In consideration of said extension, Buyers agree to make the earnest money non-refundable as
17 of October 30, 2006, and to deposit in LeMoyne Realty Trust Account the additional sum of
18 \$17,000 as earnest money to apply on the purchase price, all of which is non-refundable as of
19 October 30, 2006.20
21 Buyer hereby directs LeMoyne Realty to transfer earnest money in the amount of \$20,000 to
22 Land Title and Escrow, in Jerome and directs the title company to issue a check in the amount
23 of \$20,000 to Del Kohtz, after October 30, 2006.24
25 All other terms and conditions of the original earnest money and Counter Offer's #s 1 and 2
26 remain the same.27
28
29 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
30 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
31 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, the
32 agreement is made an integral part of the aforementioned Agreement.33 BUYER: [Signature]Date: 10/22/0634 BUYER: [Signature]Date: 10/27/0635 SELLER: [Signature]Date: 10/30/0636 SELLER: [Signature]Date: 10/30/06This form is printed and distributed by the Idaho Association of REALTORS® Inc. This form has been designed for and is provided only for the real estate professionals who are
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DEPT. OF WATER RESOURCES
SOUTHERN REGION

RE- 13 COUNTER OFFER # 2

(1, 2, 3, etc.)

**THIS COUNTER OFFER SUPERCEDES ALL PRIOR COUNTER OFFERS**

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

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 8-21-06ADDRESS: 1350 WEST 575 N ID# 1323BUYER: John & Anita PhillipsSELLER: Del & Fran Koltz

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

☐ This is a **SELLER** counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

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

Buyer Accepts the price and Accepts the stipulations as follows:

under item 3, line 15, Seller to furnish buyer with an Electrical panel on each well suitable for a domestic well pump.

under item 4, line 24, Seller shall have the ability to move water rights on paper on or off the property only until Jan. 1st 2010

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this Counter Offer shall remain the same. **Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date:) Sept. 6, at 5 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER [Signature] Date 9/1/06 Time 12:00 ☐ A.M. ☒ P.M.

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

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

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

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