

RECEIVED
NOV 05 2008
NORTHERN
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)
96-9167					
96-9169					

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NOV 18 2008
STATE
DEPARTMENT OF WATER RESOURCES

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)

Sonja M Scott
C/O Rose Germaine
3748 Redwood Ave Los Angeles, CA 90066

4. New Owner/Claimant(s)

Kenneth & Deborah Bonnet
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO Box 223

City, State and ZIP Code

Lone Pine, CA 93545

New Telephone Number

(Home) 760-876-4147 Email:
(Cell) 760-920-5490

SUPPORT DATA
IN FILE # 96-9167

5. Date you acquired the property _____
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)

Kenneth R. Bunn (title if applicable)
Deborah J. Bunn (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 [Signature]
 Received by [Signature]
 Processed by AJ

Date 11/5/08
 Date 11/5/08
 Date _____

Receipt Amt. \$25.00

Receipt No. NO19674

WR _____

Date _____

(96-9167 License)*

96-9169 is Assignment paperwork to follow to

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NOV 12 2008

IDWR/North

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

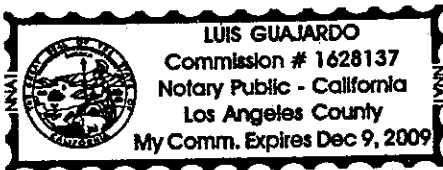
State of California

County of Los Angeles

On 11-06th-2008 before me, Luis Guajardo Notary Public

personally appeared Rose Barbara Germaine

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here



761773

Sandpoint Title Insurance, Inc.

After recording mail to: Grantee

WARRANTY DEED

Escrow No.: 54269-KLM

FOR VALUE RECEIVED

The Heirs and Devisees of Sonja Scott, deceased

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

Kenneth Bonnefin and Deborah Bonnefin, Husband and Wife, community property, with right of survivorship
 whose current address is P.O. Box 223 Lone Pine, CA 93545

the grantees, the following described premises, in Bonner County, Idaho, TO WIT:

Exhibit A attached hereto and made part of
~~The South half of the Southeast quarter of the Northeast quarter and the North half of the Northeast quarter of the Southeast quarter of Section 36, Township 55 North, Range 4 West, of the Boise Meridian, Bonner County, Idaho.~~

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

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

Dated: 10-20-2005

The Heirs and Devisees of Sonja Scott, deceased

Lorraine E. McCaffrey
 By: Lorraine E. McCaffrey, Personal Representative

By: Rose R. Germaine, Personal Representative

STATE OF Alabama)
) SS.
 COUNTY OF Cullman)

On this 20th day of OCTOBER, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared ~~ROSE R. GERMAINE AND LORRAINE E. MCCAFFREY~~

FILED BY
 2008 NOV 14 P 12:42
 JANE SCOTT
 BONNER COUNTY RECORDER
 CJB DEPUTY

WARRANTY DEED

Escrow No.: 54269-KLM

FOR VALUE RECEIVED

The Heirs and Devisees of Sonja Scott, deceased

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

Kenneth Bonnefin and Deborah Bonnefin, Husband and Wife, community property, with right of survivorship

whose current address is P.O. Box 223 Lone Pine, CA 93545

the grantees, the following described premises, in Bonner County, Idaho, TO WIT:

Exhibit A attached hereto and made part of

~~The South half of the Southeast quarter of the Northeast quarter and the North half of the Northeast quarter of the Southeast quarter of Section 36, Township 55 North, Range 4 West of the Boise Meridian, Bonner County, Idaho~~

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

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

Dated: 10-20-2005

The Heirs and Devisees of Sonja Scott, deceased

Lorraine E. McCaffrey
By: Lorraine E. McCaffrey, Personal Representative

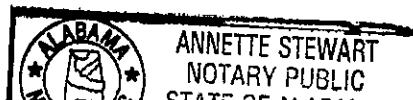
Rose R. Germaine
By: Rose R. Germaine, Personal Representative

STATE OF Alabama }
COUNTY OF Cullman } SS.

On this 20th day of **OCTOBER, 2008**, before me, the undersigned, a Notary Public in and for said state, personally appeared ~~ROSE R. GERMAINE AND LORRAINE E. MCCAFFREY~~ known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as Personal Representative of the Estate of **SONJA SCOTT**, and acknowledged to me that he/she/they executed the same as such Personal Representative.

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

Annette Stewart
Notary Public for the State of Alabama
Residing at: Holly Pond, Alabama
Commission Expires: _____



FILED BY
JAN 20 2009
12:00 PM
BONNER COUNTY CLERK
DEPUTY



Sandpoint Title Insurance, Inc.

After recording mail to: Grantee

WARRANTY DEED

Escrow No.: 54269-KLM

FOR VALUE RECEIVED

The Heirs and Devisees of Sonja Scott, deceased

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

Kenneth Bonnefin and Deborah Bonnefin, Husband and Wife, community property with right of survivorship
whose current address is P.O. Box 223 Lone Pine, CA 93545

the grantees, the following described premises, in Bonner County, Idaho, TO WIT:

Exhibit A attache hereto and made part of

~~The South half of the Southeast quarter of the Northwest quarter and the North half of the Northeast quarter of the Southeast quarter of Section 34, T4N, R10E, S12E, Bonner County, Idaho.~~

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

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

Dated: 10-22-08

The Heirs and Devisees of Sonja Scott, deceased

By: Lorraine E. McCaffrey, Personal Representative

Rose R. Germaine
By: Rose R. Germaine, Personal Representative

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of OCTOBER, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared ROSE R. GERMAINE ~~AND LORRAINE E. MCCAFFREY~~ known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as Personal Representative of the Estate of SONJA SCOTT, and acknowledged to me that he/she/they executed the same as such Personal Representative.

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

Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 10-22nd 2008 before me, Luis Gualardo Notary Public

personally appeared Rose Barbara Germaine

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

The South half of the Southeast quarter of the Northeast quarter and the North half of the Northeast quarter of the Southeast quarter of Section 36, Township 55 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with easements for ingress, egress and utilities as set forth in Instrument No. 209445, Book 77 of Miscellaneous, Page 121 recorded December 29, 1978 and shown on Record of Survey recorded December 21, 1978 as Instrument No. 209182 all in the records of Bonner County, Idaho.



Sandpoint Title Insurance, Inc.

120 South Second Avenue
Post Office Box 1767
Sandpoint, Idaho 83864
(208) 263-2222
1-800-299-0025
Fax (208) 265-4040

September 12, 2008

**John L. Scott Real Estate
Attn: Julie Boucher
501 West Appleway, Suite E
Coeur D' Alene, ID 83815**

**RE: Title Order No.: 54269-KLM
Seller: The Heirs and Devisees of Sonja Scott, deceased
Buyer: Kenneth R. Bonnefin and Deborah L. Bonnefin
Property Address: NNA Coyote Song, Priest River, ID 83856**

Enclosed please find one copy(ies) of the above-captioned title insurance commitment.

- ☒ Buyer sent a copy / P.O. Box 223, Lone Pine, CA 93545
- ☒ Seller sent a copy / P.O. Box 1147, Hanceville, AL 35077

Please feel free to contact your title or escrow officer with any questions you may have on your title report or regarding the progress of your transaction.

We appreciate the opportunity to serve you.

Thank you!!

Enclosure(s)

Title Officer Information:

**Officer: Dan E. Waggoner
E-mail address: dan.waggoner@sandpointtitle.com
Phone: (208) 265-6255
Fax: (208) 265-4040**

Escrow Officer Information:

**Officer: Kelli Maynard
E-mail address: kelli.maynard@sandpointtitle.com
Phone: (208) 265-6261
Fax: (208) 265-2420**

COMMITMENT FOR TITLE INSURANCE

Issued by **Lawyers Title Insurance Corporation**

COPY



Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

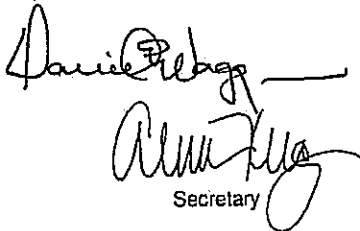
LAWYERS TITLE INSURANCE CORPORATION, a Nebraska corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

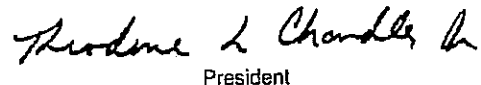
Attest:


Secretary



LAWYERS TITLE INSURANCE CORPORATION

By:


President

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



Sandpoint Title Insurance, Inc.

**Agent for
Lawyers Title Insurance Corporation
COMMITMENT FOR TITLE INSURANCE
REPORT # 1
Title Officer: Dan E. Waggoner
Schedule A**

1. Effective Date: September 10, 2008 at 8:00 a.m. Commitment No. 54269-KLM

2. Policy or policies to be issued:

(a) ALTA Owner's Policy 6/17/2006
Proposed Insured:

Amount \$175,000.00
Premium: \$830.00
Credit Already Deducted from Premium ☐
Credit Amount: \$ (if applicable)

Kenneth R. Bonnefin and Deborah L. Bonnefin

(b) ALTA Loan Policy 6/17/2006
Proposed Insured:

Amount \$
Premium: \$
Credit Already Deducted from Premium ☐
End: \$ / S.I.: \$
Credit Amount: \$ (if applicable)

(c) STD Loan Policy 6/17/2006
Proposed Insured:

Amount \$140,000.00
Premium: \$75.00
Credit Already Deducted from Premium ☐
Credit Amount: \$ (if applicable)

Statehouse Financial Group LLC

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

The Heirs and Devisees of Sonja Scott, deceased

4. The land referred to in this Commitment is described as follows:

The South half of the Southeast quarter of the Northeast quarter and the North half of the Northeast quarter of the Southeast quarter of Section 36, Township 55 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

COMMITMENT FOR TITLE INSURANCE

Schedule B - Part I (Requirements)

Commitment No. 54269-KLM

The following are the requirements to be complied with:

- A. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- B. Pay us the premiums, fees and charges for the Policy.
- C. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- D. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E. NOTE:

IN THE EVENT THAT THIS TRANSACTION FAILS TO CLOSE, A FEE WILL BE CHARGED TO COMPLY WITH THE STATE INSURANCE CODE.

THERE IS NO NOTICE OF RECORD AND THEREFORE NO SEARCH HAS BEEN MADE FOR ANY UNPAID ASSESSMENTS, CHARGES OR FEES FOR SEWER, WATER, GARBAGE, IRRIGATION AND OTHER POSSIBLE UTILITY SERVICES.

IF THE PROPOSED INSURED UNDER THE POLICY TO ISSUE HAS ANY QUESTIONS CONCERNING THE COVERAGE OR EXCLUSIONS FROM COVERAGE, THE COMPANY WILL BE PLEASED TO PROVIDE AN EXPLANATION.

- F. GENERAL TAXES FOR THE YEAR 2007 WERE PAID IN THE AMOUNT OF \$2051.08, BILLING NO. 29791, RP 55N04W362250 A.

COMMITMENT FOR TITLE INSURANCE

Schedule B - Part II

(Exceptions)

Commitment No. 54269-KLM

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey, and that is not shown by the public records.
3. Rights or claims of parties in possession, or claiming to be in possession, not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency, which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
8. This commitment is not an abstract, examination, report or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by Paragraph 3 of the conditions.
9. GENERAL TAXES FOR THE YEAR 2008, A LIEN IN THE PROCESS OF ASSESSMENT, NOT YET DUE OR PAYABLE.
10. RESERVATIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:
RECORDED: OCTOBER 11, 1956
DISCLOSED BY: WARRANTY DEED
INSTRUMENT NO.: 58759
BOOK/PAGE: 95 OF DEEDS/PAGE 116
11. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (a) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (b) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS:
DATED/RECORDED: NOVEMBER 16, 1978/DECEMBER 29, 1978
INSTRUMENT NO.: 209445
BOOK/PAGE: 77 OF MISCELLANEOUS/PAGE 121

BY REVOCATION AND TERMINATION DATED SEPTEMBER 11, 1979, AND RECORDED SEPTEMBER 19, 1979, AS INSTRUMENT NO. 219630 IN BOOK 81 OF MISCELLANEOUS, PAGE 647, RECORDS OF BONNER

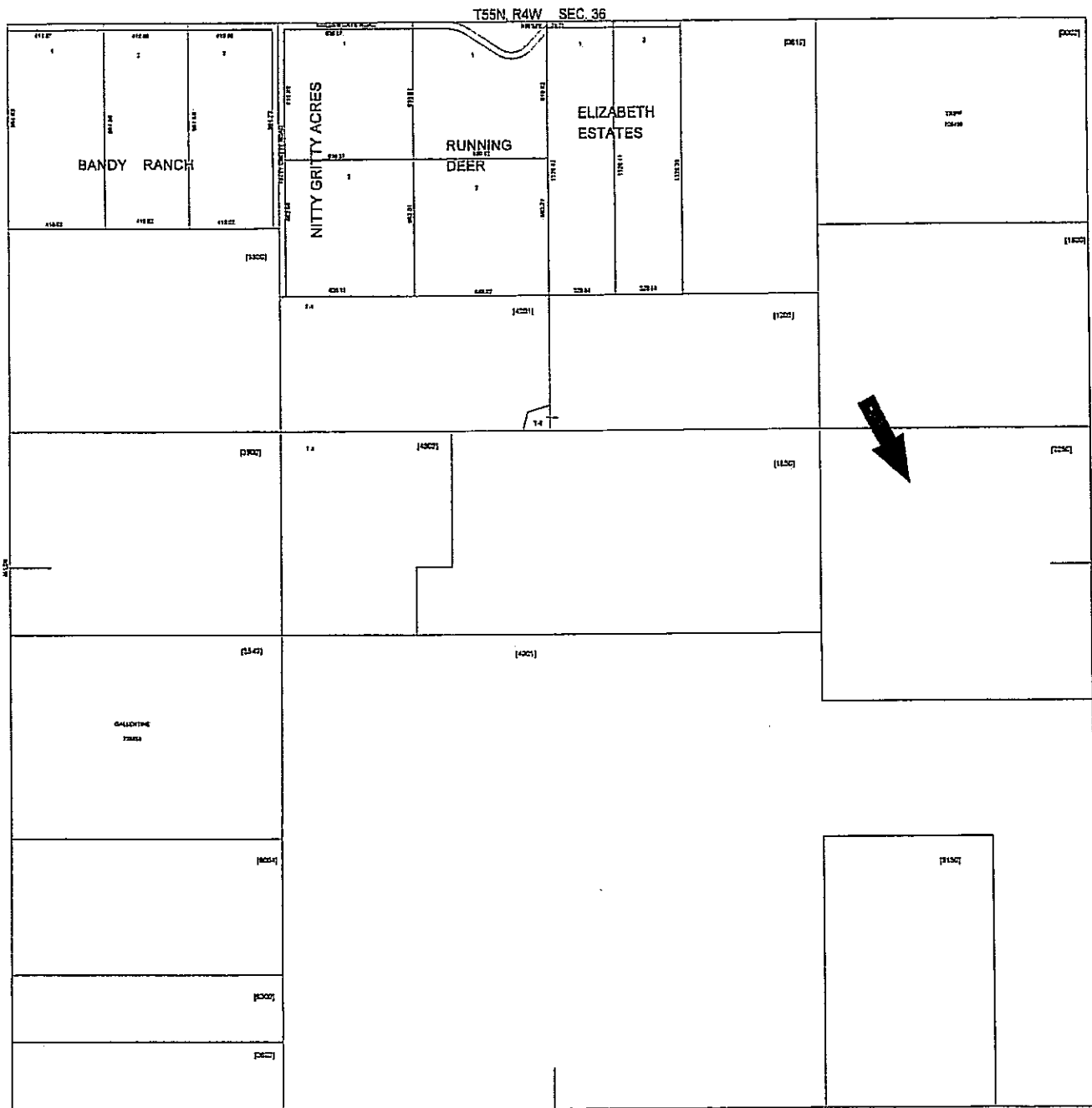
COUNTY, IDAHO, ALL OF SAID COVENANTS EXCEPT COVENANTS 1 AND 2 WERE REVOKED AND TERMINATED.

12. MATTERS AFFECTING SAID PARCEL AS SHOWN ON RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 209182, RECORDS OF BONNER COUNTY, IDAHO.
13. EASEMENT AND CONDITIONS CONTAINED THEREIN:
RECORDED: NOVEMBER 13, 1981
INSTRUMENT NO.: 249216
BOOK/PAGE: 94 OF MISCELLANEOUS/PAGE 186
IN FAVOR OF: GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A CORPORATION
PURPOSE: PERPETUAL RIGHT OF WAY AND EASEMENTS OVER, UNDER, ABOVE AND ACROSS TOGETHER WITH THE RIGHT TO INSTALL, INSPECT AND MAINTAIN ALL OF THE FACILITIES NECESSARY TO PROVIDE COMMUNICATION SERVICE, POWER SERVICE AND OTHER RELATED SERVICES
AFFECTS: SUBJECT PROPERTY
14. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:
IN FAVOR OF: JESSE MCCULLUM AND ANNA MARIE MCCULLUM, HUSBAND AND WIFE
FOR: ACCESS AND PUBLIC UTILITIES
AFFECTS: THIS AND OTHER PROPERTY
DISCLOSED BY: WARRANTY DEED
RECORDED: MARCH 21, 1990
INSTRUMENT NO.: 373134

NOTE: The policy of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

END OF SCHEDULE B

Typist Initials: CC
Title Officer Initials: DEW



This sketch is furnished without charge solely for the purpose of assisting in locating said premises and Sandpoint Title Insurance assumes no liability for inaccuracies therein.



RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT
 THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
 IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



ID# 85588307 DATE 09/08/08

LISTING AGENCY Coldwell Banker Resort Realty Office Phone # 263-6802 Fax # 290-8599

Listing Agent Michael White & Harry Weerheim E-Mail _____ Phone # _____

SELLING AGENCY John L. Scott Real Estate Office Phone # 667-7777 Fax # 667-7772

Selling Agent Julie Boucher E-Mail jbourcher@johnlscott.com Phone # 290-6715

1. **BUYER:** Kenneth R. Bonnefin & Deborah L. Bonnefin (husband & wife)
 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS NNA Coyote Song

Priest River City Bonner County, ID, Zip 83856 legally described as: Portion of T55N, R4W, S36 W2NE, SESENE, N2NESE, N2N2NWSE, N2NENESW, E 482 FT

OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

2. **\$175,000.00 PURCHASE PRICE:** One Hundred Seventy-Five Thousand and Zero/100 DOLLARS,
 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

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

(A). **\$1,000.00 EARNEST MONEY:** BUYER hereby deposits One Thousand and Zero/100 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____
☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account
☐ upon receipt, ☐ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker
☒ other ID#08-063 for the benefit of the parties hereto.

(B). **ALL CASH OFFER:** ☒ NO ☐ YES If this is an all cash offer do not complete sections C and D, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 5 business days from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

(C). **\$140,000.00 NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining the following financing:

☒ **FIRST LOAN of \$140,000.00** not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ 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.
☐ **SECOND LOAN of \$** _____ 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.

LOAN APPLICATION: BUYER ☒ has applied ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance. Within 5 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 3 business day(s) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

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

(D). **\$0.00 ADDITIONAL FINANCIAL TERMS:**

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

BUYER'S Initials (KB, DB) Date 9-8-08 SELLER'S Initials (_____) (_____) Date _____

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(E). \$ 34,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____

4. OTHER TERMS AND/OR CONDITIONS: _____

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

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): Phone & Electrical to property line.
- F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of Section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 5 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 3 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.
3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days that they will not continue with the transaction and will receive their Earnest Money back.
4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

BUYER'S Initials (KB) (RP) Date 9-8-08 SELLER'S Initials (_____) (_____) Date _____

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

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

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

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 3 business day(s) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY 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). TITLE COMPANY: The parties agree that Sandpoint Title Title Company located at Sandpoint Idaho shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

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

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS): As part of the BUYER'S inspection of the PROPERTY as set forth above in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have days (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions.

BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$ per .
☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of \$ and/or PROPERTY TRANSFER FEES of \$ at closing.

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

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

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

BUYER'S Initials (KB)(SB) Date 9-8-08 SELLER'S Initials ()() Date

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14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

15. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

16. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

18. The RESPONSIBLE BROKER SHALL BE: Mary Ann Jones

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

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

22. 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.

23. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

24. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the following contingencies. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated and by no later than time of closing. Some costs are subject to loan program requirements. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): _____ unless otherwise agreed to by the parties in writing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)				X
Long Term Escrow Fees	X				Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey				X	PERC Test				X
Flood Certification/Tracking Fee				X	Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy	X				Hazardous Waste Report(s)				X
Additional Title Coverage				X					
Water Rights Transfer Fee	X								
Attorney Contract Preparation or Review Fee				X					

BUYER'S Initials (KB)(SB) Date 7-8-08 SELLER'S Initials (____)(____) Date _____

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25. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

27. 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.

28. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

29. 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) 10/15/08. The parties agree that the CLOSING AGENCY for this transaction shall be Sandpoint Title located at Sandpoint Idaho. If a long-term escrow /collection is involved, then the long-term escrow holder shall be Sandpoint Title.

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

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

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

Section 1:

- ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

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

BUYER'S Initials (KB) (DB) Date 9-8-08 SELLER'S Initials (____) (____) Date _____

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33. **ACCEPTANCE:** This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 09/11/08 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

34. **BUYER'S SIGNATURES:**

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

BUYER Signature Kenneth R. Bonnefin
 Date 9/08/2008 Time 5:00 ☒ A.M. ☒ P.M.
 Address P.O. Box 223
 E-Mail bdesign04@yahoo.com

BUYER (Print Name) Kenneth R. Bonnefin
 Phone # 760-920-5490 Cell # 760-876-4147
 City Lone Pine State CA Zip 93545
 Fax # N/A

BUYER Signature Deborah L. Bonnefin
 Date 9/08/2008 Time 5:00 ☐ A.M. ☒ P.M.
 Address P.O. Box 223
 E-Mail _____

BUYER (Print Name) Deborah L. Bonnefin
 Phone # 760-876-4147 Cell # _____
 City Lone Pine State CA Zip 93545
 Fax # _____

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.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature _____
 Date _____ Time _____ ☐ A.M. ☐ P.M.
 Address _____
 E-Mail _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____
 City _____ State _____ Zip _____
 Fax # _____

SELLER Signature _____
 Date _____ Time _____ ☐ A.M. ☐ P.M.
 Address _____
 E-Mail _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____
 City _____ State _____ Zip _____
 Fax # _____

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PROPERTY ADDRESS: NNA Oyoile Song Priest River ID# 95589307

33. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 08/11/08 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

34. BUYER'S SIGNATURES:

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

BUYER Signature Kenneth R. Bonnefin
Date 9/08/2008 Time 5:00 ☒ A.M. ☒ P.M.
Address P.O. Box 223
E-Mail hdesign04@qwest.com

BUYER (Print Name) Kenneth R. Bonnefin
Phone # 780-820-5480 Cell # 780-878-4147
City Lone Pine State CA Zip 93545
Fax # N/A

BUYER Signature Dorothy Bonnefin
Date 9/08/2008 Time 5:00 ☐ A.M. ☒ P.M.
Address P.O. Box 223
E-Mail _____

BUYER (Print Name) Dorothy L. Bonnefin
Phone # 780-878-4147 Cell # _____
City Lone Pine State CA Zip 93545
Fax # _____

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.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) _____

SELLER Signature _____
Date _____ Time _____ ☐ A.M. ☐ P.M.
Address _____
E-Mail _____

SELLER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

SELLER Signature Lorraine E. McCaffrey
Date 9-10-08 Time 1 ☐ A.M. ☒ P.M. CT.
Address P.O. Box 1147
E-Mail _____

SELLER (Print Name) LORRAINE E. McCAFFEY ^{PER:}
Phone # 256-339-1478 Cell # _____
City HARCOLE State AL Zip 35077
Fax # _____

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