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IDWR/North

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)
UC 98-7526					

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) Dianna Zills
4. New Owner/Claimant(s) HCR 62 Box 54 Moyie Springs, ID 83845
- Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Po Box 314
- City, State and ZIP Code Moyie Springs, ID 83845
- New Telephone Number (208) 267-3331

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) _____

Melissa Zeller
Bridget Zeller

(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 *[Signature]*
 Received by *[Signature]*
 Processed by _____ AJ

Date 7/3/08
 Date 7/3/08
 Date _____

Receipt Amt. \$25.00
 Receipt No. N 019375
 WR _____ Date _____



RE-21 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.

RECEIVED
AUG 11 2006
DWR/North

1 ID# 99539149 DATE 08/11/2006
2
3 LISTING AGENCY _____ Office Phone # _____ Fax # _____
4 Listing Agent _____ E-Mail _____ Phone # _____
5 SELLING AGENCY _____ Office Phone # _____ Fax # _____
6 Selling Agent _____ E-Mail _____ Phone # _____
7

8 1. BUYER: MATTHEW W. & BRIDGET L. ZILLS (H&W) (Hereinafter called
9 "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"
10 COMMONLY KNOWN AS ZILLS PROPERTY City MOYIE SPRINGS
11 BOUNDARY _____ County, ID, Zip 83845 legally described as: A PORTION OF TAX 19, N2NE4 SEC 13 T62N
12 R2E BM
13 OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

14 2. \$ 182,500.00 PURCHASE PRICE: One Hundred Eighty-Two Thousand Five Hundred and Zero/100 DOLLARS,
15 payable upon the following TERMS AND CONDITIONS (not including closing costs):
16

17 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
18
19 \$ 0.00 (A). EARNEST MONEY: BUYER hereby deposits and Zero/100 DOLLARS as
20 Earnest Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note (due date): _____
21 ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited
22 in trust account ☐ upon receipt, or ☐ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker
23 ☐ other _____ for the benefit of the parties hereto. The responsible Broker shall be _____
24

25 (B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 32 through 61, fill blanks with
26 "0" (ZERO.) IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.
27 BUYER agrees to provide SELLER within _____ business days from the date of acceptance of this agreement by all parties, evidence of
28 sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or
29 financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.
30

31 (C). NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
32 \$ 146,000.00 ☐ FIRST LOAN of \$ 146,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IFA,
33 ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed 7 % for a period of 30 year(s) at: ☒ Fixed Rate
34 ☐ Other _____ BUYER shall pay no more than 1 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s).
35 Any reduction in points shall first accrue to the benefit of the ☒ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

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

40 LOAN APPLICATION: BUYER ☒ has applied ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance. Within 15
41 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of
42 credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender
43 underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this
44 agreement by notifying BUYER(S) in writing of such cancellation within _____ business day(s) after written confirmation was required. If SELLER does
45 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
46 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
47 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
48 may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are
49 fulfilled, and the new loan does not increase the costs or requirements to the SELLER
50

51 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the
52 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
53 accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct
54 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
55 required by FHA or VA.
56

57 \$ 36,500.00 (D). ADDITIONAL FINANCIAL TERMS:
58 ☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
59 ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.
60 Line E below is the total of the Purchase Price minus Lines A, C, and D. Only use numbers in these lines.
61

62 \$ 0.00 (E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing
63 to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If any
64 of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)
65 shall be adjusted at closing of escrow in: ☒ Cash ☐ Other: _____
66

67 BUYER'S Initials MJZ (BB) Date 8-11-06 SELLER'S Initials (signature) (BB) Date 8/11/06
68

PROPERTY ADDRESS: ZILLS PROPERTY MOYIE SPRINGS ID#: 99539149

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

GIFT EQUITY OF \$36,500. SELLER AGREES TO CONTRIBUTE UP TO \$4,000 OF SALES PRICE TOWARDS BUYERS CLOSING COST AND PREPAID EXPENSES.

5. 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, all 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, all ranges, ovens, built-in dishwashers, 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. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: SKIN CREEK WATER MEMBERSHIP

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: NA

6. 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.

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

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 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 FIRST AMERICAN TITLE Title Company located at BONNERS FERRY shall provide the title policy and preliminary report of commitment.

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

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

8. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

BUYER'S Initials MB (BA) Date 8-11-06

SELLER'S Initials (dy) () Date 8/11/06

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PROPERTY ADDRESS: ZILLS PROPERTYMOYIE SPRINGS ID#: 99539149**9. INSPECTION:**

(A). BUYER chooses ☐ to have inspection ☒ not to have inspection. If BUYER chooses not to have inspection skip section 9C. 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 disapproved of 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.

(B). FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). 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 _____ 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 BUYER'S inspection contingency.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, 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.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

10. LEAD PAINT DISCLOSURE: The subject property ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. 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 Form 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 _____ or the contingency will 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 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, BUYER'S earnest money deposit will be returned to BUYER.

11. 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.

12. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 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

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

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 \$ _____ and/or property per _____ ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP FEE of \$ _____ at closing.

15. "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.

BUYER'S Initials (M3) (B3) Date 8-11-06SELLER'S Initials (ch) Date 8-11-06

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PROPERTY ADDRESS: ZILLS PROPERTY

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 of lender required 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		Additional Title Coverage				X
Lender Document Preparation Fee	X				Fuel in Tank - Amount to be Determined by Supplier				X
Tax Service Fee	X				Well Inspection				X
Flood Certification/Tracking Fee	X				Septic Inspections		X		
Lender Required Inspections	X				Septic Pumping		X		
Attorney Contract Preparation or Review Fee				X	Survey				X

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

18. 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 1 calendar 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 for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

19. 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 void at the option of the BUYER.

20. 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) 9-13-06

The parties agree that the CLOSING AGENCY for this transaction shall be FIRST AMERICAN
located at BONNERS FERRY
If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA

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

22. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, multiple listing service, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's Broker.

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

BUYER'S Initials (MB) (BZ) Date 8-11-06

SELLER'S Initials (df) (g) Date 8/11/06

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

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

26. 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 enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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. 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 and/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, appraisal, 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, appraisal, 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.

29. 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.

30. 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.

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

Section 1:

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

Section 2:

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

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

BUYER'S Initials [Signature] Date 8-11-06

SELLER'S Initials [Signature] Date 8-11-06

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PROPERTY ADDRESS: ZILLS PROPERTY MOYIE SPRINGS ID#: 99539149

32. 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.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. 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 or SELLER.

35. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 8/12/06 at (Local Time in which property is located) 5 ☐ 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.

36. BUYER'S SIGNATURES:

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

BUYER Signature Matthew Zills

BUYER (Print Name) Matthew Zills

Date 8-11-06 Time _____ ☐ A.M. ☐ P.M.

Phone # 267-3331 Cell # _____

Address P.O. Box 1033 ~~Banner's Ferry~~

City Banner's Ferry State ID Zip 83805

E-Mail Address _____

Fax # _____

BUYER Signature Bridget Zills

BUYER (Print Name) Bridget Zills

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

37. 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 Dianna Zills

SELLER (Print Name) Dianna Zills

Date 8/11/06 Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address ACR 62 Box 54

City Moyie Springs State ID Zip 83845

E-Mail Address _____

Fax # _____

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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Exhibit "A"

Real property in the County of Boundary, State of Idaho, described as follows:

A tract of land in the North Half of the Northeast Quarter (N ½ NE ¼) and the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section Thirteen (13), Township Sixty-two (62) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; being a part of that property described in Instrument Number 208091 and more particularly described as follows:

Beginning at a point on the south line of the N ½ of the NE ¼ of said Section 13 which is S89° 44'34"W, 1212.48 feet from the southeast corner of the N ½ of the NE ¼; thence, continuing along the south line of the N ½ of the NE ¼, S89° 44'34"W, 1307.46 feet, to the southeast corner of that property described in Instrument Number 204742; thence along the northeasterly boundary of Instrument Number 204742, N71° 39'04"W (N71° 24'36"W - record), 61.19 feet; thence N53° 09'24"W (N52° 54'56"W - record), 73.59 feet; thence N32° 48'05"W (N32° 33'37"W - record), 18.51 (18.54 - record) feet, to the west line of the N ½ of the NE ¼; thence, along said west line, N00° 12'57"E (N00° 26'45"E - record), 62.24 feet to an existing fence line as described in Instrument Number 204740; thence, along said fence line for the following 8 courses:

N26° 12'46"W, 41.94 feet (record = N26° 14'48"W, 42.05 feet);

N15° 47'18"W, 17.31 feet (record = N15° 32'50"W, 17.31 feet);

N05° 15'20"W, 31.82 feet (record = N05° 00'52"W, 31.82 feet);

N03° 23'05"W, 46.89 feet (record = N03° 08'37"W, 46.89 feet);

N06° 52'16"E, 80.62 feet (record = N07° 06'44"E, 80.62 feet);

N08° 21'15"W, 37.03 feet (record = N08° 06'47"W, 37.03 feet);

N12° 45'59"W, 24.93 feet (record = N12° 31'31"W, 24.93 feet);

N27° 27'32"W, 14.27 feet (record = N27° 13'04"W, 14.27 feet);

thence, leaving the existing fence line, N51° 52'46"E, 1114.47 feet; thence S48° 42'29"E, 435.04 feet; thence S18° 00'03"E, 864.99 feet, to the south line of the N ½ of the NE ¼ and the POINT OF BEGINNING;

**FIRST COMMITMENT
SCHEDULE A**

1. Commitment Date : **August 28, 2006 at 7:30 A.M.**

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
Owner's Policy		
Standard Owner's Policy (10/17/92) Form 1402-92	\$ 182,500.00	\$ 854.00
with applied credit of		\$ None
Proposed Insured:		
Matthew W. Zills and Bridget L. Zills, husband and wife		
Loan Policy		
Extended Loan Policy (10-17-92) Form 1056-92	\$ 146,000.00	\$ 297.90
with applied credit of		\$ None
Proposed Insured:		
Wells Fargo Bank, N.A., its successors and/or assigns as their respective interests may appear.		
Endorsements: 100/116/8.1		\$ 50.00

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

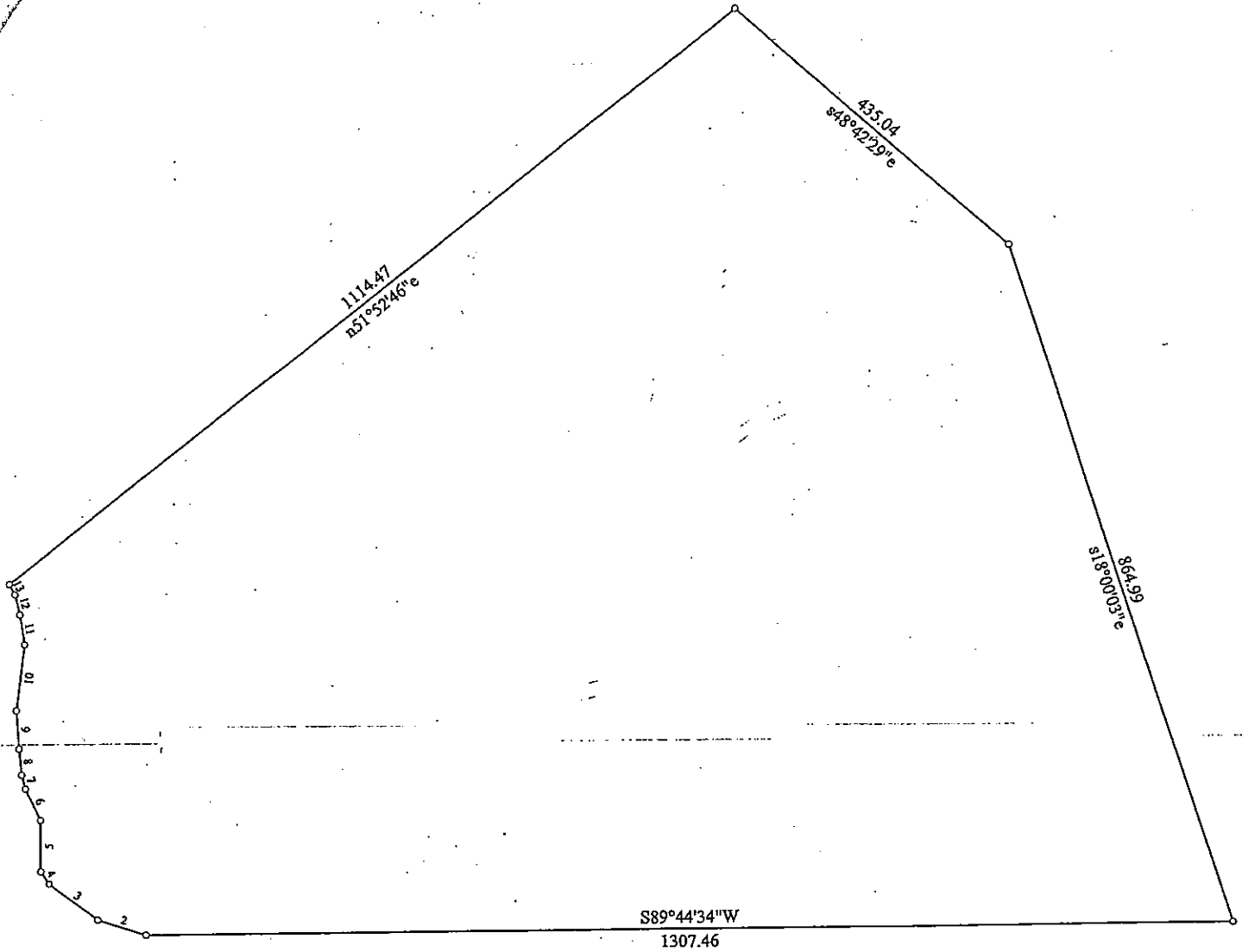
Dianna K. Zills, a widow, and the Heirs and Devisees of Wayne Zills, deceased

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

The land referred to herein is described in the Legal Description attached hereto.

Commonly known as: **NNA Ridgewood Road Moyie Springs, ID 83845**

New Parcel



Title:		Date: 09-07-2006
Scale: 1 inch = 200 feet	File:	
Tract 1: 25.003 Acres: 1089145 Sq Feet: Closure = s76.5347e 0.01 Feet: Precision = 1/733625: Perimeter = 4232 Feet		
001=S89.4434W 1307.46	007=n15.4718w 17.31	013=n27.2732w 14.27
002=n71.3904w 61.19	008=n05.1520w 31.82	014=n51.5246e 1114.47
003=n53.0924w 73.59	009=n03.2305w 46.89	015=s48.4229e 435.04
004=n32.4805w 18.51	010=n06.5216e 80.62	016=s18.0003e 864.99
005=n00.1257e 62.24	011=n08.2115w 37.03	
006=n26.1246w 41.94	012=n12.4559w 24.93	