

RECEIVED

APR 25 2008

Transfer No. 53691

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER RESOURCES
WESTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

JAN 7 2008
WATER RESOURCES
WESTERN REGION

Name of Applicant Sundance Limited Co, LLC Phone 208-524-6000

Post Office address P.O. Box 2044 Idaho Falls, ID 83403

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Applicant seeks to distribute the existing water right to provide 70-acres of supplemental irrigation within the 112-acre Sundance Subdivision.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. <u>Right Number</u>	<u>Priority</u>	<u>Amount (cfs/ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>63-4983</u>	<u>3/01/1942</u>	<u>0.8 cfs</u>	<u>Irrigation</u>	<u>3/1</u> to <u>11/15</u>
				to _____
				to _____
				to _____

2. Total amount of water being transferred 0.8 cfs cubic feet per second and/or 315 acre-feet per annum.

3. Source of water Ground water tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	SW	31	T04N	R01E	Ada	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
T04N	R01E	31									32	32	32	16					112*

*This right is limited to the irrigation of 70 acres within the 112-acre subdivision.

Total Acres 112*

PART 1

6. General Information:

a. Description of diversion system Well is 135 feet deep with 10-inch casing down to 17 feet and 6-inch casing from 17 feet to 118 feet. Installed is a 5-hp pump (Goulds Model 300L05) set at 42 feet. Water is diverted into a pressurized irrigation system which supplies the subdivision.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
Yes ☐ X ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Due to subdivision development, approximately 26 acres within the recorded place of use will be impervious and no longer irrigable.

d. Remarks:

This application seeks to transfer water from previously irrigated land by creating a permissible place of use and authorizing irrigation of 70 acres within the 112-acre subdivision. The 42 acres of non-irrigated land within the subdivision includes roads (10 acres), commercial development (3 acres), and impervious areas within individual home lots (29 acres, 360 lots total). This right provides supplemental irrigation. Primary supplies of surface water are provided by Nampa and Meridian Irrigation District and Settlers Irrigation District.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

 For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 63-4983 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water Ground water tributary to _____4. Date or priority 12/1/1942

5. Water is used for the following purposes:

amount 0.8 cfs for Irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.8 cfs cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		SE	SW	31	T04N	R01E	Ada	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
T04N	R01E	31									8	15	32	15					70

Total Acres 709. Describe any other water rights used for the same purpose as described above Surface water provided by Nampa and Meridian Irrigation District and Settlers Irrigation District.

Also rights 63-124F and 63-198A. smk
2/4/08

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

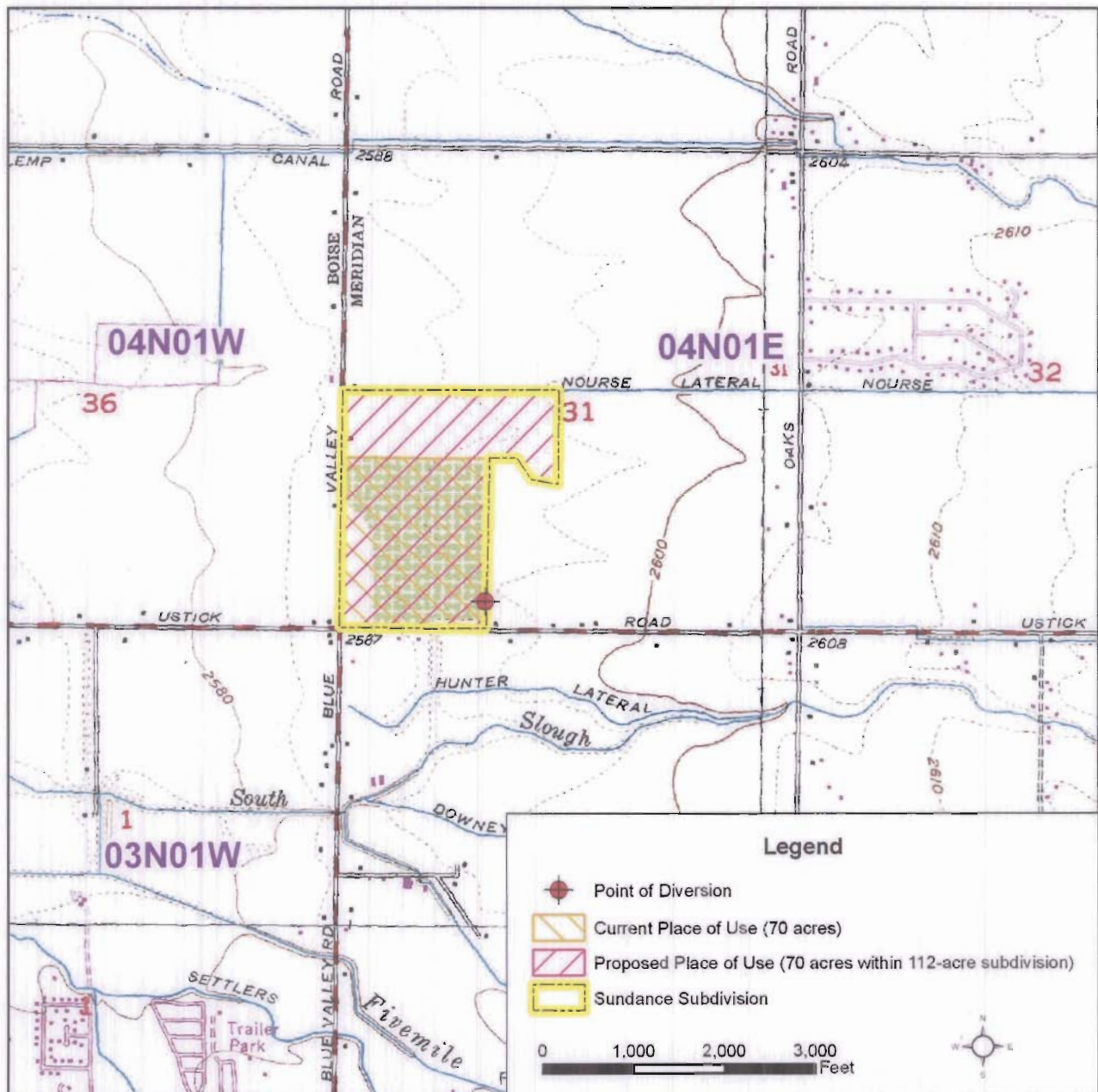
3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount(cfs/af-ft) Hours/days/year Period of Use
_____ to _____
_____ to _____

Quantity and quality of return flows and location of discharge: _____

2. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Subscribed and sworn to before me this

19

day of

January

, 20

06

(Signature of Applicant)

Linda Jensen
(Notary Public)

My commission expires

7/26/11

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 6 attachments

Received by DB Date 1-30-06 Protest filed by _____

Prelim. Check by AR Fee \$250-

Received by DB W033783 Date 1-30-06

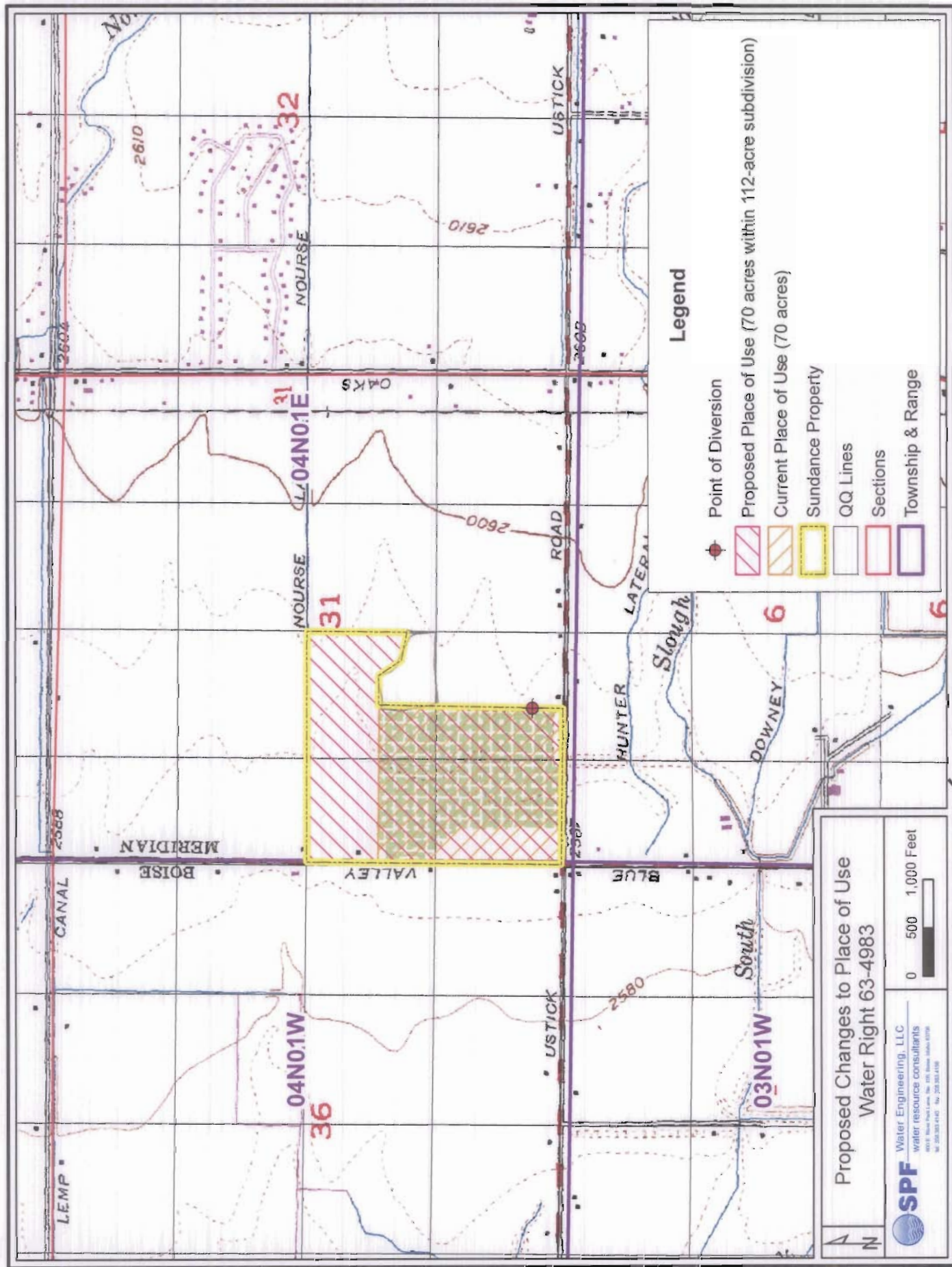
Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____



ATTACHMENT A



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for SUNDANCE LIMITED COMPANY](#)]

SUNDANCE LIMITED COMPANY

1908 JENNIE LEE DR
IDAHO FALLS, ID 83404

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 01 Jun 2005

State of Origin: IDAHO

Date of 17 Aug 2001

Origination/Authorization:

Current Registered Agent: GARY L VOIGT
1908 JENNIE LEE DR
IDAHO FALLS, ID 83404

File Number: W16258

Date of Last Annual Report: 14 Jun 2005

Amendments:

Amendment filed 17 Aug 2001 ARTICLES OF
ORGANIZATION

[View Document Online](#)
[Download \(TIFF format\)](#)

Annual Reports:

Report for year 2005 ANNUAL REPORT

[View Document Online](#)
[Download \(TIFF format\)](#)

Report for year 2004 ANNUAL REPORT

[View Document Online](#)
[Download \(TIFF format\)](#)

Report for year 2003 ANNUAL REPORT

[View Document Online](#)
[Download \(TIFF format\)](#)

Report for year 2002 ANNUAL REPORT

[View Document Online](#)
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[Idaho Secretary of State's Main Page](#)

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us

ATTACHMENT B



ATTACHMENT C

1 21 2004 11:57AM HP LASERJET 3200

06/17/02 11:40 FAX 208 327 5567

FIRST AMERICAN

12004

p.4

FA 152762

RECORDED REQUEST OF

ADA COUNTY RECORDER
J. DAVID HAYBRO
2002 JUN 12 PM 4:13

6⁰⁰ DEPUTY *Hayf*

102066743

FIRST AMERICAN

FOR VALUE RECEIVED

G. L. Voigt Development Co., an Idaho Corporation

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

Sundance Limited Company, LLC

whose address is: 1908 Jeanie Lee Drive, Idaho Falls, Idaho 83404

grantee, the following described real estate, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO current years taxes, irrigation district assessments, public utility assessments, subdivision restrictions and U.S. patent reservations.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant, warrant and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereto subscribed by its President this 5th day of June, 2002.

G. L. Voigt Development Co.

BY: *[Signature]*
Gary L. Voigt, President

STATE OF IDAHO)
COUNTY OF BONNEVILLE)

On this 11th day of June, in the year 2002, before me, a Notary Public in and for said State, personally appeared Gary L. Voigt, known or identified to me to be the President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

[Signature]
Notary Public of Idaho
Residing at IDAHO FALLS
Commission expires: 11-18-04

PATRICIA A. DAVIS
NOTARY
PUBLIC
STATE OF IDAHO

First American Title Company of Idaho

ATTACHMENT D (2 PGS)

2004 11:57AM HP LASERJET 3200

p.5

17/02 11:41 FAX 208 322 5597

FIRST AMERICAN

0005

EXHIBIT "A"

FA-152762

PARCEL 1:

A parcel of land being a portion of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, the REAL POINT OF BEGINNING of this description; thence
South 89°49'38" East 2400.30 feet (formerly 2415.26) to the Northeast corner of the Southwest Quarter; thence
South 0°42'08" West 1024.91 feet (formerly 1015 feet) along the East line of the Southwest Quarter to a point on the South side of a fence corner as described in Instrument No. 8207560; thence
North 79°44'16" West 298.16 feet (formerly 301 feet) to a point; thence
North 33°21'39" West 280.71 feet to a point on the South side of a fence corner as described in Instrument No. 8207560; thence
North 89°35'39" West 1350.71 feet to a point; thence
North 00°50'16" East 335.00 feet to a point; thence
North 89°35'39" West 600.00 feet to a point on the West line of the Southwest Quarter; thence
North 00°50'16" East 395.76 feet to the REAL POINT OF BEGINNING of this description.

D2

12/12/2005

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-4983

NAME AND ADDRESS: SUNDANCE LIMITED CO LLC
PO BOX 2044
IDAHO FALLS ID 83403

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.800 CFS
315.00 AFY

PRIORITY DATE: 03/01/1942

POINT OF
DIVERSION: T04N R01E S31 SESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.800 CFS 315.00 AFY

PLACE OF USE: IRRIGATION Within ADA County

T04N R01E S31	NESW	8.00	T04N R01E S31 Lot 3 NWSW	15.00
T04N R01E S31 Lot 4	SWSW	32.00	T04N R01E S31	SESW 15.00

70 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PROPERTY IS ALSO KNOWN AS SUNDANCE SUBDIVISION.

Use of this right is combined with water from Nampa Meridian Irrigation District.

Use of this right is combined with water from Settlers Irrigation District.

ATTACHMENT E



COMMERCIAL/INVESTMENT REAL ESTATE
PURCHASE AND SALE AGREEMENT



ID# 45970

Meridian, Idaho April 4, 192001

1. REAL ESTATE OFFICES:

Listing Agency N/A

Selling Agency N/A

Listing Agent Name N/A

Selling Agent Name N/A

Phone # (Office) (Home)

Phone # (Office) (Home)

2. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) For the buyer.
Selling broker acted as a(n) For the buyer.
In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) For the Seller.
Selling broker acted as a(n) For the Seller.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

3. BUYER: GL VOIGT DEVELOPMENT CO. INC.

(hereinafter called "Buyer") agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

4. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as 3860 Meridian RD
43 Acres More or Less
City of Meridian County of ADA Idaho legally described as:
TO BE ATTACHED

5. PRICE/TERMS: Total Purchase Price is
a) \$ cash down payment, including Earnest Money deposit.
b) \$ Balance of the purchase price to be paid as follows: CASH ON CLOSING
Purchase Price to be \$ Per Acre

6. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Dollars (\$). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or
b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by SELLER for the benefit of the parties hereto. The responsible Broker shall be N/A

7. INCLUDED ITEMS: All attached floor coverings, attached television antennae, satellite dish(es) and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

Other items specifically included in this sale:

Items specifically excluded in this sale: HOMES - GRAINERIES AND ALL PERSONAL PROPERTY TO BE REMOVED BY SELLER

8. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

SELLER TO REMAIN USE OF THE FIVE ACRES IN THE SOUTHWEST CORNER THRU 2003 APRIL 03

BUYER TO DO A SURVEY - SELLER TO GRANT ACCESS & COOPERATE WITH BUYER FOR CITY APPROVALS & ENGINEERING

SELLER MAY TRANSFER WELL PERMIT

Buyer will have until to satisfy or waive all conditions and/or contingencies.

9. TITLE COMPANY/CLOSING AGENCY: a) The parties agree that FIRST AMERICAN Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be FIRST AMERICAN. Each party agrees to pay one-half of the Closing Agency's fee.

10. TITLE INSURANCE: SELLER to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by N/A. Title Company to provide all parties to this Agreement with a preliminary Title Report on or before MAY 1, 2001. Buyer shall have until 5-15-01 to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title, Seller shall have a reasonable time, not to exceed 30 business day(s), to cure any defects of title or provide affirmative Title Insurance coverage. Buyer may elect, as its sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing, taking title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer. The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.

Buyer's Initials () Seller's Initials ()

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C-RE 21 revised 12/97

Page 1 of 2

ATTACHMENT F (2 PGS)

65 PROPERTY ADDRESS: 3860 Meridian ID# 45970
66 11. ESCROW/COLLECTION: If a long-term escrow/collection is involved, then the escrow/collection holder shall be _____.
67 Each party agrees to pay one-half of escrow/collection fees.
68 12. CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary
69 to complete the sale. The closing date shall be no later than OCTOBER 1, 2001. "Closing Date" means the date on which
70 all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.
71 13. POSSESSION/PRORATION: Buyer shall be entitled to possession on the day of closing or CLOSING.
72 Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens,
73 encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or CLOSING.
74 Any tenant deposits held by Seller shall be credited to Buyer at closing.
75 14. DEFAULT: If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages
76 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
77 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
78 of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection
79 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
80 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
81 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
82 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
83 by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance,
84 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
85 matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be
86 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
87 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.
88 15. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, Buyer and Seller agree that in the event
89 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received
90 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
91 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
92 a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.
93 16. TITLE CONVEYANCE: Title of Seller is to be conveyed by warranty deed or N/A deed, and is to be
94 marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances
95 of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.
96 17. RISK OF LOSS: Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to
97 closing by Agreement, this Agreement shall be voidable at the option of Buyer.
98 18. CONDITION OF PROPERTY AT CLOSING: Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will
99 assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and
100 tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be
101 in present operating order and condition at the time of closing, unless otherwise agreed to in writing.
102 19. INSPECTION: Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker
103 or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and
104 knowledge obtained from Buyer's own investigation or personal inspection of the Property.
105 20. ADDITIONAL PROVISIONS: Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an
106 Addendum consisting of N/A page(s).
107 21. NOTARY PUBLIC: It is recommended signatures be notarized with a notary statement attached hereto.
108 22. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no
109 warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein
110 set forth.
111 23. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
112 24. ACCEPTANCE: Buyer's offer is made subject to the acceptance of Seller on or before (Date) 4-20-01 and (Time) _____.
113 If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.
114 25. OTHER TERMS: _____
115 _____
116 _____
117 _____
118 _____
119 _____
120 _____
121 _____
122 _____
123 _____
124 _____
125 _____
126 _____
127 _____
128 _____
129 _____
130 _____
131 _____
132 _____
133 _____
134 _____
135 _____
136 _____
137 _____
138 _____
139 _____
140 _____

141 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of Buyer Addendum(s) attached.)
142 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.
143 Buyer Signature [Signature] Buyer Signature X
144 Buyer (Print Name) _____ Buyer (Print Name) _____
145 Date 04-03-02 Time _____ Phone #208-524-6000 Time _____ Phone # _____
146 Address 1908 JENKINS LEE Address _____
147 City IDAHO FALLS State ID Zip 83403 City _____ State _____ Zip _____

148 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
149 thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

150 ☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED ADDENDUM(S)
151 ☐ SEE ATTACHED COUNTER OFFER(S)
152 Seller Signature [Signature] Seller Signature [Signature]
153 Seller (Print Name) DAVID H. BAYLESS Seller (Print Name) DAVID H. BAYLESS
154 Date 4-16-01 Time _____ Date 4-16-01 Time _____
155 Address _____ Address _____
156 City _____ State _____ Zip _____ City _____ State _____ Zip _____
157 Hm. Ph. _____ Bus. Ph. _____ Hm. Ph. _____ Bus. Ph. _____

158 A true copy of the foregoing Agreement, signed by Seller and containing the full and complete description of the premises,
159 is hereby received on this 16th Day of APRIL, 19 2001.
160 Buyer's Initials [Signature]
161 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and
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