

DEV

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
RECEIVED NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

JUN 01 2006

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

WATER RESOURCES
WESTERN REGION

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
PD 72-00032F	72-00032F				
PD 72-02149F					
PD 72-116628					

RECEIVED

JUN 07 2006

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 usually attached to your deed or on file with the county).

OR

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 **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)

KAY
ELSBETHAGEN
SALLY
FOSS
SUE
SMITH
TAMMY
COLE

P.O. BOX 14116 Salmon, ID 83407

4. New Owner/Claimant(s)

Thomas and Laurie Sechrist

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

New Mailing Address

106 Wadsworth Ave

City, State and ZIP Code

Albany, GA 31721

New Telephone Number

229, 439-7937

5. Date you acquired the property

8/17/06

SUPPORT DATA

IN FILE # 72-2149F

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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.

DESCI (If the ri	
Water Right and/or Adjudication	
Water Use (cubic feet per s	TO ID Dept of Water Resources
Irrigation	
Stock	
Domestic	- As per phone conversation
Other	with PACE on 30 May 06.
Total	This paperwork is being

DESC (If the ri	
Water Right and/or Adjudication	
Water Use (cubic feet per s	See above for needsworth or
Irrigation	ALBany 6A-21721
Stock	(222) 929-7937
Domestic	
Other	Thank you for helping us
Total	resolve this issue

7. Signature of New Owner(s) or Claimant
(include title if applicable)

Tom Schick

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

For Office Use Only

Received by lg

Date 6-2-06

Fee 50-

Received by lg

Date 6-2-06

Receipt No. W034251

Processed by AL

Date

WR

Date

WARRANTY DEED

For Value Received KAY ELSETHAGEN, SALLY FOSS, SUE SMITH, TAMMY COLE, t/k/a TAMMY EICHNER, as their sole and separate property, the Grantors, do hereby grant, bargain, sell and convey unto THOMAS LEE SECHRIST AND LAURIE KAY SECHRIST the Grantee(s), whose current address is 106 Wadsworth Ave, Albany, Georgia, 31721, the following described premises, in Custer County, Idaho, to-wit:

A fraction of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, Township 14 North, Range 19 East, Boise Meridian, more particularly described as follows:

Commencing at the Section corner common to 20, 21, 28, 29, run thence South 89° 45' 39" East, 1353.67 feet to the POINT OF BEGINNING and the Southwest corner of the tract of land herein described: run thence North 00° 02' 41" West, 1295.77 feet; thence South 89° 38' 15" East, 1290.31 feet; thence South 00° 13' 28" East, 1293.01 feet; thence North 89° 45' 39" West, 1294.35 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM County Road Right of Way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that they are the owner(s) in fee simple of said premises; that they are free from all encumbrances excepting there from all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho and that they will warrant and defend the same from all lawful claims whatsoever.

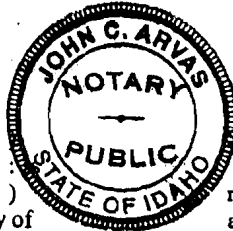
Dated: This 17th day of August, 2005

Kay M. Elsethagen
KAY ELSETHAGEN

SALLY FOSS

SUE SMITH

TAMMY COLE



STATE OF IDAHO

County of: Bunce
On this 17th day of
August, 2005, before
me, a Notary Public, per-
sonally appeared KAY
ELSETHAGEN

known or identified to me to
be the person(s) whose name(s)
are subscribed to the within
instrument, and acknowledged to
me that he executed the same.

John G. Arvas
Notary Public for Idaho
Residing at 950 YELLOWSTONE
Commission Expires 2-15-2016

STATE OF IDAHO, COUNTY OF CUSTER

I hereby certify that this instrument was filed for
record at the request of CCT
at 25 minutes past 4
o'clock P.M., this 15th day of Sept.
2005, in my office.

Ethel M. Puck
Ex-Officio Recorder

BY Ruth Brunken
Deputy

Fee: \$ 9.00
Mail to: CCT

232249

WARRANTY DEED

For Value Received KAY ELSETHAGEN, SALLY FOSS, SUE SMITH, TAMMY COLE, f/k/a TAMMY EICHNER, as their sole and separate property, the Grantors, do hereby grant, bargain, sell and convey unto THOMAS LEE SECHRIST AND LAURIE KAY SECHRIST the Grantee(s), whose current address is 106 Wadsworth Ave, Albany, Georgia, 31721, the following described premises, in Custer County, Idaho, to-wit:

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Dated: This ____ day of _____, 20__

KAY ELSETHAGEN

SALLY FOSS

SUE SMITH

TAMMY COLE

STATE OF ~~IDAHO~~ ^{MONTANA})

: ss

County of: ~~Missoula~~
On this 15TH day of
AUG., 2005, before
me, a Notary Public, per-
sonally appeared

Tammy Cole

known or identified to me to
be the person(s) whose name(s)
are subscribed to the within
instrument, and acknowledged to
me that she executed the same.

Marianne Fehr
Notary Public for ~~Idaho~~ ^{MONTANA}
Residing at Missoula
Commission Expires JAN. 1, 2005

STATE OF IDAHO, COUNTY OF CUSTER

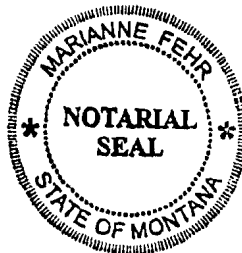
I hereby certify that this instrument was filed for
record at the request of _____
at _____ minutes past _____
o'clock ____ M., this _____ day of _____
200__, in my office.

Ex-Officio Recorder

BY _____

Deputy

Fee: \$
Mail to:



232249

WARRANTY DEED

For Value Received KAY ELSETHAGEN, SALLY FOSS, SUE SMITH, TAMMY COLE, f/k/a TAMMY EICHNER, as their sole and separate property, the Grantors, do hereby grant, bargain, sell and convey unto THOMAS LEE SECHRIST AND LAURIE KAY SECHRIST the Grantee(s), whose current address is 106 Wadsworth Ave, Albany, Georgia, 31721, the following described premises, in Custer County, Idaho, to-wit:

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Dated: This 15th day of August, 2005

KAY ELSETHAGEN

SALLY FOSS

SUE SMITH

TAMMY COLE

STATE OF IDAHO)

: ss

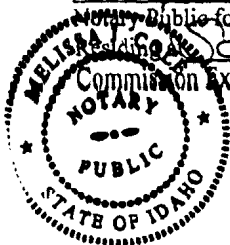
County of: LEMHI

On this 15th day of August, 2005, before me, a Notary Public, personally appeared

Sally Foss
Sue Smith

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

Melissa J. Coe
Notary Public for Idaho



STATE OF IDAHO, COUNTY OF CUSTER

I hereby certify that this instrument was filed for record at the request of _____ at _____ minutes past _____ o'clock _____ M., this _____ day of _____ 200____, in my office.

Ex-Officio Recorder

BY _____

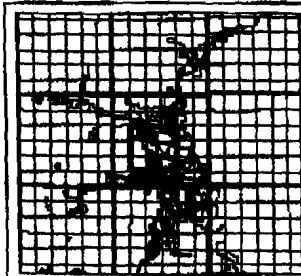
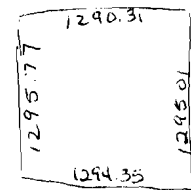
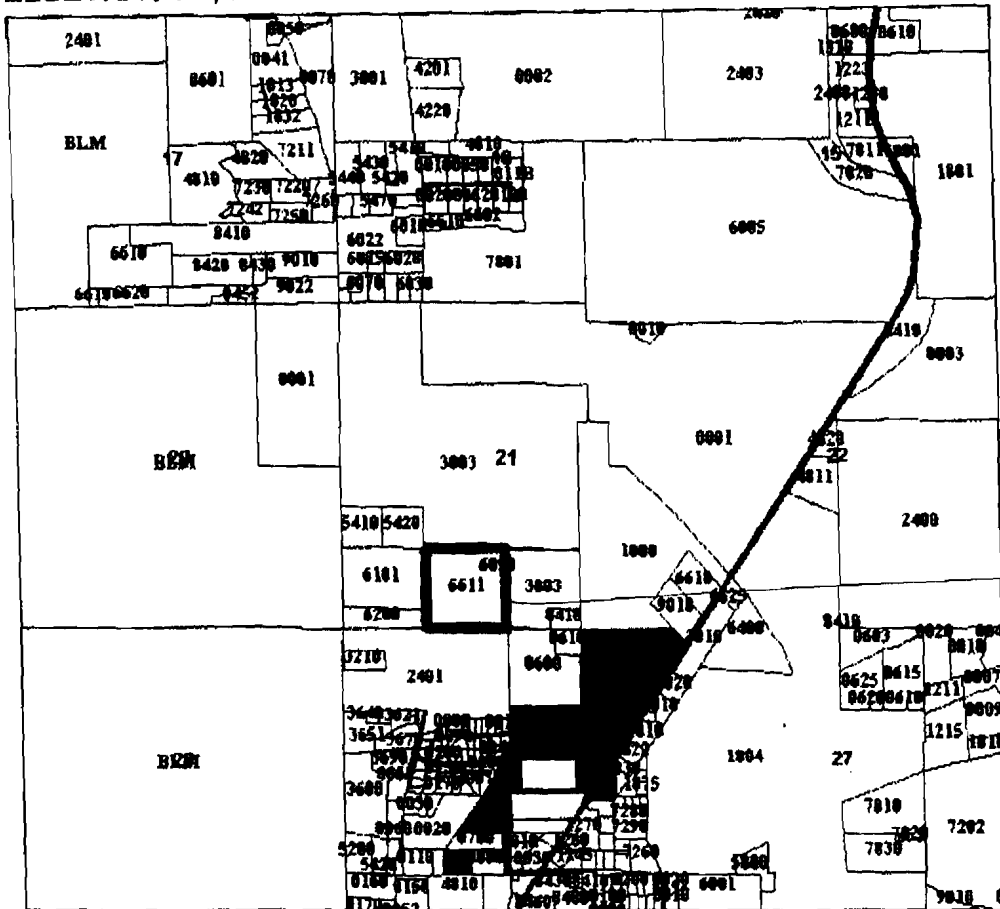
Deputy

Fee: \$

Mail to:

ELSETHAGEN, KAY

Addendum #1



T.14N R.19E

Sec.21



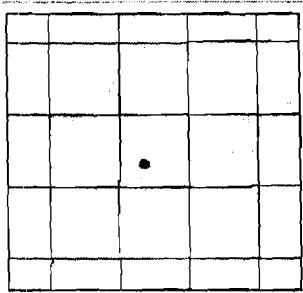
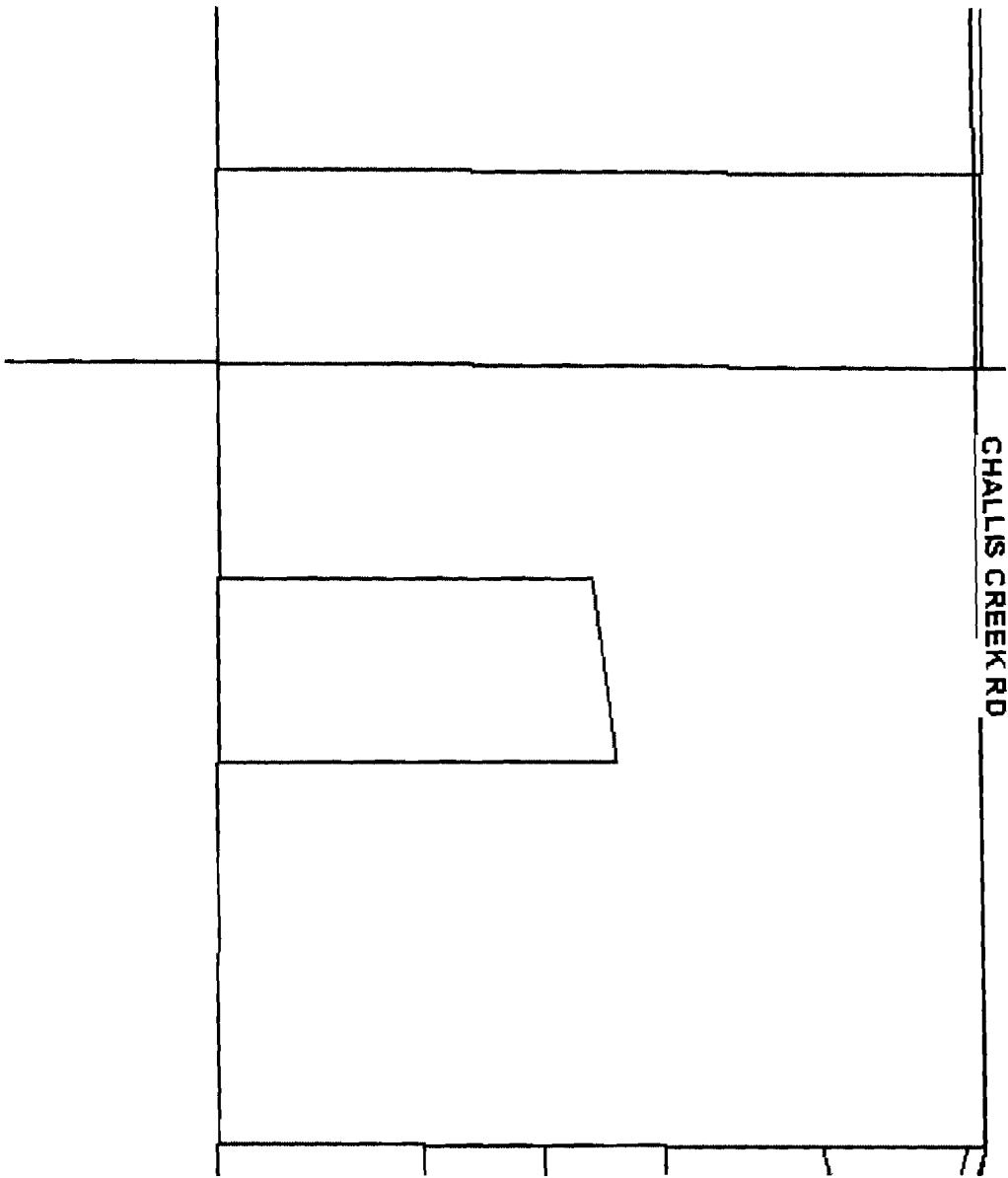
-  Parcels
 Selected Parcel
 Tax lots
 Lots
 City Streets and no parcel available
 Roads
 Railroads

1:12000

One Inch = 902 Feet

Fuel	500	1000	1500	2000
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THIS DRAWING IS TO BE USED FOR
REFERENCE PURPOSES ONLY. THE COUNTY
IS NOT RESPONSIBLE FOR ANY
INACCURACIES CONTAINED HEREIN.

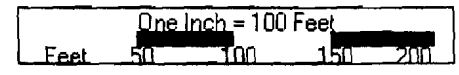


T.14N R.19E
Sec.21



-  Parcels
-  Tax lots
-  Section boundaries
-  Roads
-  Railroads

1: 1200



THIS DRAWING IS TO BE USED FOR
REFERENCE PURPOSES ONLY. THE
COUNTY IS NOT RESPONSIBLE FOR ANY
INACCURACIES CONTAINED HEREIN.

ATTACHMENT A

222200

Tract 1298
Sec 17 T14N R19E, more particularly described as follows:

Frac. of NE¼: SE¼NE¼ & NE¼SE¼
Sec. 17, Twp. 14 N. R. 19 EBM

23.6 Acres more or less

Beginning at a point on the NE corner of Sec. 17, Twp 14 N. R. 19 EBM; running thence S. along the E. boundary of NE¼NE¼ 729 ft. to the true point of beginning. Thence S. 75°05' W. 775 ft.; thence S. 27°05' E. 289.5 ft.; thence S. 15°00' E. 196 ft.; thence S. 25°42' E. 175 ft.; thence S. 8°20' E. 410 ft.; thence S. 23°33' E. 387.5 ft.; thence S. 9°21' E. 341 ft.; thence S. 15°13' E. 887.2 ft. to a point on the E boundary of Sec. 17; thence N. along the East boundary of Sec. 17 2705 ft. to the point of beginning, and Challis Creek Lakes and Mosquito Flat Reservoir plus all existing water rights appertaining thereto.

AND

Tract 1488, 1489
Sec 28 T14N R19E, more particularly described as follows:

T - 1488

Fr. W½NW¼, Sec. 28, Twp. 14 N.R. 19 E.B.M.

Com. at the NW cor. of said Sec. 28, Th. E. 1,312.5', more or less, to the county road, Th. S. 0°03' E. 1,324.3', Th. S. 89°56' W. 1,320.5', Th. N. 1,326.5', more or less, to the Pt of Beg and Challis Creek Lakes and Mosquito Flat Reservoir plus all existing water rights appertaining thereto.

T - 1489

Fr. NW¼, Sec. 28, TWP. 14 N.R. 19 E.B.M.

Com. at a Pt on the E side of the County Road E. 1,361.5', more or less, from the NW cor. of said NW¼, Th. E. 1,292.5', Th. S. 1,394.7', Th. S. 17°30' W. 84.0', Th. N. 88°41' W. 860.0', Th. S. 8°13' W. 9.0', Th. N. 80°00' W. 37.3', Th. S. 72°00' W. 64.0', Th. S. 29°00' W. 78.5', Th. S. 65°05' W. 305.0', Th. S. 84°50' W. 92.0', Th. N. 14°20' E. 369.0', Th. N. 0°01' W. 1,300.3', more or less, along the county road to the Pt of Beg and Challis Creek Lakes and Mosquito Flat Reservoir plus all existing water rights appertaining thereto.



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNST MONEY



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# 05-532

DATE: June 27, 2005

1. REAL ESTATE OFFICES:

LISTING AGENCY Cabin Creek Realty Office Phone # (208) 879-4712

Office Fax # (208) 879-5595 E-Mail info@cabincreekrealty.com Other Phone # _____

Listing Agent Synda Haggan E-Mail _____ Phone # _____

SELLING AGENCY Cabin Creek Realty Office Phone # (208) 879-4712

Office Fax # (208) 879-5595 E-Mail _____ Other Phone # _____

Selling Agent Sara Whubell E-Mail _____ Phone # (208) 940-0949

2. BUYER: Thomas Lee & Laurie Kay Sechrist (Hereinafter called "BUYER")

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

KNOWN AS Challis Creek Rd. City Challis County Custer ID, Zip 83226

legally described as: 714N R19E Sec. 21

OR Legal Description Attached as addendum # 1 (Addendum must accompany original offer.)

3. TOTAL PURCHASE PRICE: Ninety-five thousand DOLLARS, \$ 95,000.00
payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing

\$ 1,000.00 A. EARNST MONEY: BUYER hereby deposits One thousand DOLLARS

as Earnst Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____

☐ other _____ and a receipt is hereby acknowledged. Earnst Money to be deposited in trust

account ☐ upon receipt, ☒ upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker

☐ other N/A for the benefit of the parties hereto.

The responsible Broker shall be _____

B. ALL CASH OFFER: ☐ NO ☐ YES If this is an all cash offer do not complete lines Subsection C, 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 _____ business days from the date of this agreement, evidence of

sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of

a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

C. NEW LOAN PROCEEDS: FIRST LOAN of \$ _____ not including mortgage

insurance. This Agreement is contingent upon BUYER obtaining: ☐ CONVEN, ☐ 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

D. ADDITIONAL FINANCIAL TERMS: _____

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at

closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net

difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the

actual balances of said loan(s) at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

5. OTHER TERMS AND/OR CONDITIONS: 1) satisfactory survey, 2) easement

4) for new mainline with 3) share point of diversion

4) getting financing arranged to be determined

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 5 PAGES

BUYER'S Initials (_____) Date _____ SELLER'S Initials (_____) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: Challis Creek RoadID#: 05-532

6. "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.

7. INSPECTION: BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip this Section 7. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 45 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 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. 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.

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): included items: Handline w/ 32 pipes and water rights
- 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. No representations, either expressed or implied, have been or will be made with respect to the existence or non-existence of such materials on the property. 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.

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

9. TITLE INSURANCE:

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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 5 PAGES.

BUYER'S Initials () Date SELLER'S Initials () Date

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PROPERTY ADDRESS: Challis Creek RoadID#: 05-532

(B). TITLE COMPANY: The parties agree that Eto Custer County Title Company located at Challis shall provide 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. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(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.

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

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

10. 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.

11. 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.

12. 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 ☒ N/A

13. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____ at closing. ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ _____ at closing.

14. 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 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.

15. 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.

16. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

17. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., 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:

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

19. 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.

20. 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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 5 PAGES

BUYER'S Initials (_____) Date _____ SELLER'S Initials (_____) Date _____

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PROPERTY ADDRESS: Challis Creek RoadID#: 05-532

21. 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.

22. 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 (Date): unless otherwise agreed to by the parties.

COSTS	BUYER	SELLER	Shared Equally	Not Applicable	CONTINGENCIES	BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	✓				Environmental Inspection (Phase 1)				✓
Long Term Escrow Fee				✓	Environmental Inspection (Phase 2)				✓
Closing Escrow Fee			✓		Environmental Inspection (Phase 3)				✓
Survey		✓			PERC Test				✓
Flood Certification/Tracking Fee				✓	Zoning Variance				✓
Title Ins. Standard Coverage Owner's Policy		✓			Soil(s) Test(s)				✓
Title Ins. Extended Coverage Lender's Policy - Mortgage Policy					Hazardous Waste Report(s)				✓
Additional Title Coverage									
Water Rights Transfer Fee	✓								
Attorney Contract Preparation Fee			✓						

23. 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.

24. 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.

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. 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®, 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's Office by either party or by either party's Broker.

27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

28. 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) August 29, 2005

The parties agree that the CLOSING AGENCY for this transaction shall be Custer Title Company located at Challis ID

If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes **PAGE 4 of 5 PAGES**

BUYER'S Initials X Date SELLER'S Initials X Date

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PROPERTY ADDRESS: Challis Creek RoadID#: 05-532

29. 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 closing date.

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

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.

32. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) June 29/05 at (Time) _____ 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.

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

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

BUYER Signature _____
 Date _____ Time _____ ☐ a.m. ☐ p.m.

Address _____
 E-Mail Address _____

BUYER Signature _____
 Date _____ Time _____ ☐ a.m. ☐ p.m.

Address _____
 E-Mail Address _____

BUYER (Print Name) _____
 Phone # _____ Cell # _____

City _____ State _____ Zip _____
 Fax # _____

BUYER (Print Name) _____
 Phone # _____ Cell # _____

City _____ State _____ Zip _____
 Fax # _____

34. SELLER'S SIGNATURES:

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

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

SELLER Signature _____
 Date _____ Time _____ ☐ a.m. ☐ p.m.

Address _____
 E-Mail Address _____

SELLER Signature _____
 Date _____ Time _____ ☐ a.m. ☐ p.m.

Address _____
 E-Mail Address _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____

City _____ State _____ Zip _____
 Fax # _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____

City _____ State _____ Zip _____
 Fax # _____

Page 5 of 5: RE-24 Purchase and Sale Agreement for Vacant Land

PROPERTY ADDRESS: Chellie Creek RoadID#: 05-532

29. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ later at ☐ a.m. ☐ p.m. Property taxes and water encumbrances (including the land available equipment as a lot), debts, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be provided as of closing date.

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

31. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in the 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 certifies 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 certifies 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.

32. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) July 01 2005 at (Time) 9:05 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.

33. BUYER'S SIGNATURES: With further acknowledgment receipt of a true copy of this Agreement.

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

BUYER Signature Thomas L. Securit
 Date June 29, 2005 Time ☐ a.m. ☐ p.m.

Address 106 Wadsworth Ave
 E-Mail Address _____

BUYER Signature Laurie K. Securit
 Date June 29, 2005 Time ☐ a.m. ☐ p.m.

Address 106 Wadsworth Ave
 E-Mail Address _____

BUYER (Print Name) Thomas L. Securit
 Phone # (228) 437-7937 Cell # _____

City Albany State GA Zip 31721
 Fax # _____

BUYER (Print Name) Laurie K. Securit
 Phone # (228) 437-7937 Cell # _____

City Albany State GA Zip 31721
 Fax # _____

34. SELLER'S SIGNATURES:

On this date, SELLER hereby agrees and accepts the transaction and terms in the above Agreement and agrees to carry out all the terms thereof on the part of the SELLER. With further acknowledgment receipt of a true copy of this Agreement signed by both parties.

☐ 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 Address _____

SELLER Signature _____
 Date _____ Time ☐ a.m. ☐ p.m.

Address _____
 E-Mail Address _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____

City _____ State _____ Zip _____
 Fax # _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____

City _____ State _____ Zip _____
 Fax # _____

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT JULY 2004 EDITION PAGE 5 OF 5

Printed Using Professional Computer Forms Co. On-Line Forms Software 07/04

RE- 13 COUNTER OFFER # 1

(1, 2, 3, etc.)

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

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

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated 6/27/05

ADDRESS: Challis Creek Road ID# 25-532

BUYER: Sechrist

SELLER: Elsestagen / Foss / Smith / Cole

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

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

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

Purchase Price \$104,500.00

Survey Completed and copy to be given to Buyers

Easement will be provided by closing.

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

If a signed acceptance is not delivered on or before (date:) 7/19/05 at 5:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

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

SELLER Kathy Sue Smith Date 7-7-05 Time 8:00 ☒ A.M. ☐ P.M.

SELLER Jeffrey Foss Date 7-8-05 Time 10:00 ☒ A.M. ☐ P.M.

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

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

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RE- 13 COUNTER OFFER # 2

(1, 2, 3, etc.)

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

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

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 7/13/05ADDRESS: Challis Creek Road ID# 05-532BUYER: SechristSELLER: Elsethagen / Goss / Smith / Cole

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

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

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

purchase price \$100,000

seller will provide written confirmation of easement from contiguous landowner for a new pipeline for irrigation prior to closing

survey, done in 1977, to be provided to Buyer at closing

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

If a signed acceptance is not delivered on or before (date): July 22, 2005 at 5:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

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

SELLER Kathy Sue Smith Date 7-16-05 Time 10:00 ☐ A.M. ☐ P.M.

SELLER Sally Jean Fox Date 7-18-05 Time 9:00 ☐ A.M. ☐ P.M.

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

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

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