Form 42-248/42-1409(6) July, 2000

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SEP 21 2005
Department of Water Resources
Southern Region

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 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
36-8407					

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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): Almeda Hendrickson ; Dean Hendrickson
   461 South 300 West Jerome, Id

4. New Owner/Claimant(s): Cutberto Carrillo
   Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

   New Mailing Address: 461 South 300 West

   City, State and ZIP Code: Jerome, Idaho 83338

   New Telephone Number: (208) 324-4237

5. Date you acquired the property: September 6, 2004

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.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

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

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 CLH Date 9/21/05 Fee $25.00
Receipted by CLH Date 9/21/05 Receipt No. 50 28010
Processed by _____ AJ Date _____ WR _____ Date _____

WARRANTY DEED

#J-33503

Instrument # 2044860
JEROME COUNTY, JEROME, IDAHO
2004-09-08 04:33:11 No. of Pages: 2
Recorded for : LAND TITLE & ESCROW
CHERYL WATTS Fee: 6.00
Ex-Officio Recorder Deputy

For Value Received

ALMEDA JOYCE ALLEN HENDRICKSON, an unmarried person

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

CUTBERTO CARRILLO, a married man as his sole and separate property
Address: 461 SOUTH 300 WEST, JEROME, ID 83338

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Southern Region

Hereinafter called the Grantee, the following described premises situated in JEROME County, Idaho, to-wit:

TOWNSHIP 9 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: That part of the NE¼SE¼, described as follows:

Commencing at the Northeast corner of the NE¼SE¼;
Thence South 0°06' West along the East boundary of said NE¼SE¼, 354.98 feet to THE TRUE POINT OF BEGINNING;
Thence North 89°54' West, 660.00 feet;
Thence South 0°06' West, 335 feet, more or less, to a point in the centerline of the North Side Canal Company Lateral No. 23;
Thence Southeasterly along the centerline of said Lateral to a point that lies South 0°06' West, 354.99 feet and North 89°46' West, 600.00 feet from THE TRUE POINT OF BEGINNING;
Thence South 89°46' East, 600.00 feet, more or less, to a point on the East boundary of said NE¼SE¼, said point also lies North 0°06' East, 610.00 feet from the Southeast corner of the NE¼SE¼;
Thence North 0°06' East along the East boundary of said NE¼SE¼, 354.99 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

2004 taxes and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Power Line Easement given by Donald Lee Archer and Betty B. Archer, husband and wife, to Idaho Power Company, a corporation, dated October 5, 1977, recorded January 26, 1978 in Book 184 Misc. Page 1604 as Instrument Number 230675, Jerome County records, affecting a portion of the NE¼SE¼ of Section 9, Township 9 South, Range 16, East Boise Meridian.

Power Line Easement given by Donald Lee Archer and Betty B. Archer, husband and wife, to Idaho Power Company, a corporation, dated December 21, 1977, recorded February 21, 1978 in Book 184 Misc. Page 1624 as Instrument Number 231207, Jerome County records, affecting a portion of the NE¼SE¼ of Section 9, Township 9 South, Range 16, East Boise Meridian.

Easement for road and utilities over the East 25.00 feet of the insured premises.

Inspection reveals buried irrigation mainline over the West boundary of the insured premises.

Inspection reveals irrigation lateral over the Southwest corner of the insured premises.

Inspection reveals an overhead power line easement over the North boundary of the insured premises.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 7.75 shares of capital stock in North Side Canal Company, Ltd.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumberances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: September 7, 2004

Almeda Joyce Allen Hendrickson
ALMEDA JOYCE ALLEN HENDRICKSON

STATE OF IDAHO)
) ss.
COUNTY OF JEROME)

On this 7th day of **September, 2004**, before me, the undersigned, a Notary Public in and for said State, personally appeared **ALMEDA JOYCE ALLEN HENDRICKSON**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

SYLVIA BUSMAN
NOTARY PUBLIC
STATE OF IDAHO

Sylvia Busman
Notary Public
Residing at: Twin Falls, ID
My Commission expires: 06/09/10

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ENDORSEMENT #1

RECEIVED
SEP 21 2005
Department of Water Resources
Southern Region

File No. J-33503 / **Cutberto Carrillo**

To be annexed to and form a part of Commitment No. **J-33503** insuring

Countrywide **Home Loans**

as set forth in said Commitment.
The said Commitment is hereby amended in the following manner:

SCHEDULE B - SECTION II - EXCEPTIONS

The following is be to added:

Inspection reveals buried irrigation mainline over the West boundary of the insured premises.

Inspection reveals irrigation lateral over the Southwest corner of the insured premises.

Inspection reveals an overhead power line easement over the North boundary of the insured premises

The total liability of the Company under said commitment and any endorsements attached thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the provisions of said commitment to pay.

This endorsement is made a part of said commitment and is subject to the exclusions, schedules, endorsements, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said Commitment, unless otherwise expressly stated.

Dated: August **16, 2004**

Countersigned

By _____
Authorized Officer or Agent

Issued by:
LAND TITLE AND ESCROW, INC.
237 North Lincoln
PO Box 349
Jerome, ID 83338
(208) 324-3357 Fax (208) 324-8961

Form 1013-14

Canyonside Mortgage, LLC
Attention: Cory / Courtney
111 East F Street
Jerome, ID 83338

COMMONWEALTH LAND TITLE INSURANCE COMPANY
2nd Replacement
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ORDER NUMBER: J-53503 (PH)

1. Effective Date: ~~August 2, 2004 at 8:00 A.M.~~ September 9, 2004 4:43 pm

2. Policy or Policies to be issued:

   A. [X] ALTA Owners Policy - Standard Coverage (10/17/92) — Amount $155,000.00 — Premium $770.00

   Proposed Insured: DT 20148852 a married man CUTBERTO CARRILLO as his sole & separate property 1st Mtg

   B. [X] ALTA Loan Policy [ ] Standard [X] Extended (10/17/92) — Amount ~~$155,000.00~~ 124,000 — Premium ~~$306.00~~ 278.10 — Premium $50.00
   [X] With Endorsements 100, 116, 8.1

   Proposed Insured:
   COMMONWEALTH UNITED MORTGAGE

   C. [] 2nd Mtg DT 20148853 — Amount $ 31,000 — Premium $ 76.00

   Proposed Insured:

3. The Estate or Interest in the land described or referred to in this Commitment and covered herein is **fee simple** and is at the effective date vested in:

   LWD 20148850 **Almeda Joyce Allen-Hendrickson**

4. The land referred to in this Commitment is situated in the County of **Jerome**, State of Idaho, and described as follows:

SEE ATTACHED SCHEDULE A, PAGE 2

Countersigned: _____
Authorized Officer or Agent

This Commitment is valid only if Schedule B is attached.

Issued by:
LAND TITLE AND ESCROW, INC.
237 North Lincoln
PO Box 349
Jerome, ID 83338
(208) 324-3357 Fax (208) 324-8961

CONTINUATION

SCHEDULE A

Order Number: J-33503

TOWNSHIP 9 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 9: That part of the NE¼SE¼, described as follows:

Commencing at the Northeast corner of the NE¼SE¼;
Thence South 0°06' West along the East boundary of said NE¼SE¼, 354.98 feet to THE TRUE POINT OF BEGINNING;
Thence North 89°54' West, 660.00 feet;
Thence South 0°06' West, 335 feet, more or less, to a point in the centerline of the North Side Canal Company Lateral No. 23;
Thence Southeasterly along the centerline of said Lateral to a point that lies South 0°06' West, 354.99 feet and North 89°46' West, 600.00 feet from THE TRUE POINT OF BEGINNING;
Thence South 89°46' East, 600.00 feet, more or less, to a point on the East boundary of said NE¼SE¼, said point also lies North 0°06' East, 610.00 feet from the Southeast corner of the NE¼SE¼;
Thence North 0°06' East along the East boundary of said NE¼SE¼, 354.99 feet to THE TRUE POINT OF BEGINNING.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Order Number: J-33503

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:

   a. **Deed from Almeda Joyce Allen Hendrickson to Cutberto Carrillo.**
   b. **Deed of Trust from Cutberto Carrillo, securing your loan.**

2. Pay the full consideration to, or for the account of, the grantors or mortgagors

3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material. (Applicable to Extended Coverage only)

A Deed of Trust and Security Agreement with Assignment of Rents to secure an original indebtedness of $55,000.00, and any other amounts and/or obligations secured thereby.

Recorded: December 8, 1998, as Instrument No. 987416, Jerome County records.
Dated: December 5, 1998
Grantor: Dean L. Hendrickson and Almeda Hendrickson, husband and wife
Trustee: First American Title Company
Beneficiary: Zions Bank

If the person named in Schedule A, paragraph 3, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirements of chapter 10, title 55, Idaho Code, or we must be furnished satisfactory proof that; (1) the subject property is not vestee's principal residence, (2) the land is not claimed as homestead and the address of the principal residence of vestee, or (3) proof that the vested owner is not married.

Pursuant to chapter 10, title 55, Idaho code, we will require that both incoming owner spouses execute any forthcoming mortgage, or we must be furnished satisfactory proof that; (1) the subject property is not their principal residence, (2) the land is not claimed as homestead and the address of their principal residence, or (3) proof that the incoming owner is not married.

-Continued-

CONTINUATION

SCHEDULE B - SECTION I

Order Number: J-33503

A completed acceptable **AFFIDAVIT OF TITLE AND INDEMNITY** executed by Almeda Joyce Allen Hendrickson must be furnished to Land Title and Escrow, Inc. prior to recording the above required documents. (Attached is an **AFFIDAVIT OF TITLE AND INDEMNITY** that should be used.)

----------NOTE----------

The County Treasurer advises us that taxes for 2003 were assessed in the total sum of: $817.54 - TR. #RP09S16E097345A - With homeowners - Paid In Full

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NOTE: In the event this commitment is cancelled prior to the issuance of the policy committed for herein, a fee will be charged in compliance with the State of Idaho Department of Insurance Regulations

The records of the Jerome County Tax Rolls disclose the above property address as: 461 ~~South~~ S. 300 ~~West~~ W. Jerome, ID 83338

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Order Number: J-33503

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

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.

4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereof covered by this Commitment.

8. Liens in favor of the State of Idaho that might be disclosed by any Notice of Lien filed in the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein.

9. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

-Continued-

RE- 13 COUNTER OFFER # 1 (1, 2, 3, etc.)

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 Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:
Earnest Money Dated: 7-13-04 ID# 01b190
ADDRESS: 461 S. 300 W. Jerome
BUYER: Camilla
SELLER: Hendrickson

BUYER / SELLER accepts all of the terms and conditions in the above-designated agreement with the following changes or amendments:

☐ This is 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.

☒ This is 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.

Sale price to be $155000.
Since seller paid down $5000 - seller will give $ 0 carpet allowance
$ 1 hours charges to conduct inspection as per paragraph 12,
it will be at their own expense and must be completed
within 5 business days from signing of offer.
As per paragraph 17 seller will pay $ 0 for roof repairs
and pay for septic pumping.
Not pay for dog pen fee.
Not pay for leach system fee.
not pay for well septic inspection.
Seller will pay for septic pumping.
Closing date to be 9-15-04.
Possession to be on or before 9-18-04.
Seller had typo - landlord included - not legal terms

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. ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. If a signed acceptance is not received on or before [redacted] a.m./p.m. 7-20-04 this counter offer shall be deemed to have expired.

BUYER _____ Dated _____ Time _____ a.m. p.m.
BUYER _____ Dated _____ Time _____ a.m. p.m.
SELLER X Almeda Hendrickson Dated 7-14-04 Time 2:38 a.m. p.m.
SELLER _____ Dated _____ Time _____ a.m. p.m.

CONFIRMATION OF ACCEPTANCE BY MAKER OF COUNTER OFFER: A binding Agreement is created when a Copy of Signed Acceptance is personally received by the maker of the Counter Offer. Completion of this confirmation below shall evidence the date of Acceptance.

MAKER'S INITIALS: _____ Dated: _____ Time: _____ a.m. p.m.

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RECEIVED
SEP 21 2005
Department of Water Resources
Southern Region

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST 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# 016190 DATE 7-13-2004

1. REAL ESTATE OFFICES:
LISTING AGENCY Composite Realty Inc Office Phone # 324-3354
Office Fax # ( ) E-Mail Other Phone#
Listing Agent Jonathan Cooper E-Mail Phone #
SELLING AGENCY Composite Realty Inc Office Phone # 324-3354
Office Fax # ( ) E-Mail Other Phone# 324-8508
Selling Agent Jonathan Mayo E-Mail Phone # 720-75 24

2. BUYER: Cutberto & Magdalena Carrillo H/W (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 361 Sand Sea Wind City Commerce County, ID, Zip 83339 legally described as: 16 Nagle 54 TP 6S
Or Legal Description Attached as addendum # ____ (Addendum must accompany original offer.)

3. $ 150,000 PURCHASE PRICE: One Hundred Fifty Thousand DOLLARS, 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.

$ 750.00 (A). EARNEST MONEY: BUYER hereby deposits Seven Hundred Fifty DOLLARS as Earnest Money evidenced by: ☒Cash ☐personal check ☐cashiers check ☐note (due date): ____ ☐other: ____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐upon receipt, or ☐ upon acceptance by all parties and shall be held by: ☐Listing Broker ☒Selling Broker ☐other ____ 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 36 through 56, 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.

$ 149,250 (C). NEW LOAN PROCEEDS: FIRST LOAN of $ 149,250 not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐FHA ☐VA ☒CONVEN ☐INFA/RED ☐OTHER ____ with interest not to exceed 6 % for a period of 30 year(s) at ☒fixed rate ☐other ____. BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than 0 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.
LOAN APPLICATION: BUYER ☐has ☐ shall apply for such loan(s) within 5 business day(s) of SELLER'S acceptance Within 15 business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.
FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in this contract. SELLER agrees to pay fees required by FHA or VA.

$ 150,000 (E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashiers check. NOTE: If any of above loans being Assumed or taken "subject to", any net difference between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in: ☐Cash ☐Other: ____

PROPERTY ADDRESS: 461 Sand Dune West

17. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or pro
by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan pro
requirements. **SELLER agrees to pay up to $** 2,000.00 **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
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			
Lender Document Preparation Fee			X		Fuel in Tank – Amount to be Determined by Supplier			
Tax Service Fee			X		Well Inspection		X	
Flood Certification/Tracking Fee				X	Septic Inspections		X	
Lender Required Inspections					Septic Pumping		X	
Attorney Contract Preparation Fee				X	Survey	X		

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

19. **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 2 calendar day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, 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.

20. **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.

21. **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) Sept 15 2004
The parties agree that the **CLOSING AGENCY** for this transaction shall be: Sun Title Group
located at: Main Road
If a long term escrow / collection is involved, then the long-term escrow holder shall be _____

22. **POSSESSION:** BUYER shall be entitled to possession upon closing or ☐ date Sept 15 time 1 ☐ a.m. ☒ p.m.
Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances, obligations assumed and utilities shall be pro-rated as of Closing

23. **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, 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.

24. **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.

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PROPERTY ADDRESS: 461 South 300 West ID#: 016192

10. INSPECTION:

(A). BUYER chooses ☐to have inspection ☐not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BU
shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense**. BUYER shall, within ___
subsequent day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved of items. BUYER is strongly advi
exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire pro

(B). FHA INSPECTION REQUIREMENT. If applicable: "For Your Protection: Get a Home Inspection.", HUD 92564-CN must be signed 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 of items, BUYER conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to pro with this transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has othe 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 provi SELLER pertinent section(s) of written inspection reports. SELLER shall have 3 business day(s) in which to respond in writing. 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 co 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 rer the BUYERS 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, the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving SELLER written notice within 3 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 dee to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writin 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 SEL harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be m by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by l law.

11. LEAD PAINT DISCLOSURE: The subject property ☐is ☒is not defined as "Target Housing" regarding lead-based paint or lead-based p hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard informa pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and n have provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards and N/A or the contingency will terminate, (d) that BUYER hereby ☐waives ☐does not waive this right, (e) that if test res 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 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 cont is cancelled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

12. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERI

13. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days a execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLE Property Disclosure Form" or other acceptable form prior to signing this Agreement ☐Yes ☐No ☒N/A

14. 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

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

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

BUYER(s) [illegible] acknowledge receipt of copy of this page, which constitutes PAGE 3 of 8 PAGES
BUYER'S Initials [illegible] Date 7-12-05 SELLER'S Initials (___) (___) Date ___

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PROPERTY ADDRESS: 461 South 300 West Ida 01619D

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

26. 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.

27. 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.

28. 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.

29. 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, 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.

30. 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.

31. 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.

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

Section 1:

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

Section 2:

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

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

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

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PAGE 2 OF 8 PAGES – RE-21 PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: 461 South 300 West ID#: 016190

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

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, atta television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm wind storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attac 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 wit premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the pro are acceptable. It is agreed that any item included in section 6 is of nominal value less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: [illegible]

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Seller personal property

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable exc for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governme land, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purch 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, e unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement advised to talk to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☐ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance po showing the condition of the title to said premises. BUYER shall have ___ business day(s) from receipt of the commitment or not fewer than twenty-four (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 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 ___ busine 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 SELL shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that [illegible] Title Company located at [illegible] 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 amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverag policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Homeowner's Policy of Title Insurance. A title company, at BUYE request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUY desires title coverage other than that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any increase in cost, unless otherw provided herein.

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

9. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified th 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). This Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceed $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.

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PAGE 6 OF 8 PAGES – IDAHO PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: 466 South 300 West Jerome ID 83338

30. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersede prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreemen representations not expressly set forth herein shall be binding upon either party.

34. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

35. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other enti the person executing agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

36. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 6-16-04 at (Local T in which property is located) 2 ☐ a.m. ☐ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earn Money shall be refunded to BUYER on demand.

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

☐ SEE ATTACHED BUYER'S ADDENDUM(S) 0 (Specify number of BUYER addendum(s) attached.)

BUYER Signature Catherine Carrillo BUYER (Print Name) Magdalena Carrillo

Date 6-16-04 Time _____ ☐ a.m. ☐ p.m. Phone # _____ Cell # _____

Address _____ City _____ State _____ Zip _____

E-Mail Address _____ Fax # _____

BUYER Signature _____ BUYER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m. Phone # _____ Cell # _____

Address _____ City _____ State _____ Zip _____

E-Mail Address _____ Fax # _____

38. 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 there 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 _____ SELLER (Print Name) _____

Date _____ Time _____ ☐ a.m. ☐ p.m. Phone # _____ Cell # _____

Address _____ City _____ State _____ Zip _____

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 # _____

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