

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

RECEIVED

AUG 24 2004

WATER RESOURCES  
WESTERN REGION

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
63-15562					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25.00
- 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)

Kenneth V. Wickstrom

4. New Owner/Claimant(s)

Jack or Cynthia Heagy  
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

11134 W. Hollandale Dr.

City, State and ZIP Code

Boise, Id. 83709

New Telephone Number

( ) 323 - 7682

5. Date you acquired the property

7-30-04 moved in: 8-7-04 thru 8-15-04

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)

*Cynthia D. Heagy* 8-24-04

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.

<b>For Office Use Only</b>			
Received by <u>CS</u>	Date <u>8/24/04</u>	Fee <u>\$25.00</u>	
Receipted by <u>CS</u>	Date <u>8/24/04</u>	Receipt No. <u>WP32154</u>	
Processed by _____	AJ Date _____	WR _____	Date _____



Order No.: A0430797

## WARRANTY DEED

### FOR VALUE RECEIVED,

KENNETH WICKSTROM, Trustee, or his successors in Trust, of the Kenneth and Carol Ann Wickstrom Trust, U/T/A dated the 13<sup>th</sup> day of May, 1997, and any amendment thereto, as the grantee

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

JACK HEAGY and CYNTHIA HEAGY, husband and wife

whose current address is 11134 W. HOLLANDALE DRIVE BOISE, ID 83709

the Grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

Lot 2 in Block 1 of HOLLANDALE ESTATES SUBDIVISION NO. 2, according to the official plat thereof, filed in Book 29 of Plats at Page(s) 1816, official records of Ada County, Idaho.

*Per Valerie at Ada county assessor's office:*

*3N 1E 22 N 1/2 SE*

*9.21.04*

*El. Justin [signature]*

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 07/29/04

*Kenneth Wickstrom Trustee*

KENNETH WICKSTROM, TRUSTEE

STATE OF IDAHO

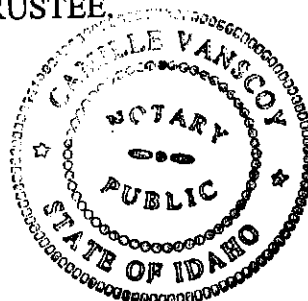
COUNTY OF ADA

ON THIS 29TH DAY OF JULY IN THE YEAR 2004, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED KENNETH WICKSTROM, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AS TRUSTEE OF KENNETH AND CAROL ANN WICKSTROM TRUST AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS TRUSTEE.

*Camille Vanscoy*

CAMILLE VANS COY

RESIDING AT: BOISE, IDAHO  
MY COMMISSION EXPIRES ON: 09/13/06





JUL 17 2004 6:14PM

GROUP ONE

RE-21 RI

ESTATE PURCHASE AND SALE AGREEMENT  
AND RECEIPT FOR EARNEST MONEYTHIS 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# E76532DATE July 17, 2004

## 1. REAL ESTATE OFFICES:

LISTING AGENCY

Gold Key

Office Phone #

Office Fax # 939-0523

E-Mail

Other Phone #

867-9227Listing Agent Dolan/Elizabeth Keeney E-Mail

Phone #

SELLING AGENCY

Group One

Office Phone #

Office Fax # 338-9215

E-Mail

Other Phone #

Selling Agent Alison Blake E-Mailablake@group-one.com

Phone #

409-7606

## 2. BUYER &amp; PROPERTY:

Cynthia and Jack Heagy(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 11134 Hollandale City BoiseAda County, ID, Zip 83709 legally described as:Lot 2, Blk 1 Hollandale Estates #2

OR Legal Description Attached as addendum #

(Addendum must accompany original offer.)

3. \$201,000.00 PURCHASE PRICE:Two hundred one 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.

\$ 1,000.00 (A). EARNEST MONEY:

BUYER hereby deposits

One thousand

DOLLARS as

Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by:

☐ Listing Broker ☒ Selling Broker ☐ other

for the benefit of the parties herein, and

(Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible

Broker shall be

Sally Howard(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 31 through 52, 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 10 business days from the date of this agreement, evidence of sufficient funds and/or proceeds  
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.\$ 70,000.00 (C). NEW LOAN PROCEEDS: FIRST LOAN OF \$70,000

not including mortgage insurance.

This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA ☐ RD ☐ OTHERwith interest not to exceed 7 % for a period of 30 year(s) at: ☒ fixed rate ☐ otherBUYER 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  
in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☒ N/ALOAN APPLICATION: BUYER ☒ has ☐ shall apply for such loan within 2 business day(s) of SELLER'S acceptance Within 5  
business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender  
approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If  
such written commitment is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by  
notifying BUYER(S) in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase  
price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and  
costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or  
requirements to the SELLER.FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to  
complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless  
BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner,  
Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in  
the contract. SELLER agrees to pay fees required by FHA or VA.\$ 130,000.00 (D). ADDITIONAL FINANCIAL TERMS:☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 6).☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.\$ 130,000.00 (E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closingto be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If any  
of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)  
shall be adjusted at closing of escrow in: ☒ Cash ☐ Other:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 6 PAGES:

BUYER'S Initials [Signature] Date 7/17/04 SELLER'S Initials [Signature] Date 7-17-04This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and  
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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY 2003 EDITION

PROPERTY ADDRESS: 11134 W. Hollandale Drive ID#: E76532

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

6. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing Contingent upon the closing of 1118 N. 14th Street, which is under contract. Contract to be provided upon acceptance. Closing to be either July 30 or August 2, 2004. Seller agrees to allow buyers to store possessions in shop after closing with no liability for sellers. Closing dates must be on the same date. Furnace and a/c to be serviced cleared prior to closing. Buyer pay for appraisal, seller to reimburse at closing. Rent back for seller up to two weeks, seller to pay per diem of buyers.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: as per listing,

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: personal property, water softener and flagpole.

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

(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 2 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 2 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Title One-Camille Van Scoy Title Company located at River Street shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(D). 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 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 home and yet may not be of public record until after the purchase. BUYERS are advised talk to a title company about extended coverage title policies and endorsements. This coverage is for the benefit of the owner and provides coverage similar to that provided by the extended coverage lender's policy. Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E). 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.

(F). HOMEOWNERS EXPANDED COVERAGE ENDORSEMENT: This endorsement attaches to and becomes a part of a Standard Title Policy and shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which the insured owner resides either at date of policy or at any time prior to time insured owner acquires knowledge of a potential claim hereunder. Title company hereby insures insured Owner of the estate or interest against loss or damage which Insured Owner shall sustain by reason of existence at date of policy any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in progress or completed at date of policy, except a work of improvement for which said Insured Owner has agreed to be responsible. Also covers other problems but only after a final court order of judgment that requires removal.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 8 PAGES  
BUYER'S Initials (initials) Date 7-17-04 SELLER'S Initials (initials) Date 7-17-04

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION

PROPERTY ADDRESS: 11134 W. Hollandale Drive D#: E76532

**10. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that, subject to Idaho Code § 48-601 of seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code § 48-601 of seq. regarding the General Contractor Disclosure Statement.

**11. INSPECTION:**

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 3 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproval of items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

(B). FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection". HUD 92684-CN must be signed on or before execution of this agreement.

**(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:**

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

2). If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 2 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, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 2 business days that they will not continue with the transaction and will receive their Earnest Money back.

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

**12. LEAD PAINT DISCLOSURE:** The subject property ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home". (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than NO or the contingency will terminate. (d) that BUYER hereby ☒ waives ☐ does not waive this right. (e) that if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

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

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

**15. ANNEXATION AND CITY SERVICES:** The property is located in the city limits now ☒ Yes ☒ No ☐ N/A OR the property is located in an area of CITY IMPACT, ADJACENT OR CONTIGUOUS to a city limits and/or the subdivision plat and CC&R's indicate properties will be annexed when appropriate time is reached, and thus are legally subject to annexation by the city at a future time ☒ YES ☐ NO ☐ N/A  
THE PROPERTY IS NOT WITHIN THE CITY LIMITS AT THIS TIME, BUT DOES RECEIVE SOME CITY SERVICES: ☒ YES ☐ NO ☐ N/A

**16. 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

**17. 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 \$ 5 per year  
☐ BUYER ☒ SELLER ☐ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ TBD at closing.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 6 PAGES  
BUYER'S Initials: [Signature] Date: 7-17-04 SELLER'S Initials: [Signature] Date: 7-17-04

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY 2003 EDITION

PROPERTY ADDRESS: 11134 W. Hollandale Drive ID#: E76532

18. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay up to \$ 0 lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee				X	Title Ins. Extended Coverage Lender's Policy - Mortgage Policy	X			
Closing Escrow Fee			X		Title Ins. Extended Coverage Owner's Policy				X
Lender Document Preparation Fee	X				Homeowner's Expanded Coverage Endorsement				X
Tax Service Fee	X				Well Inspection		X		
Flood Certification/Tracking Fee	X				Septic Inspections		X		
Lender Required Inspections				X	Septic Pumping		X		
Attorney Contract Preparation Fee				X	Survey				X
					Fuel in Tank - Amount to be Determined by Supplier				X

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

20. 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, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the Broker(s) of any liability.

21. 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 the BUYER.

22. 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) 7/15/04 or 8/02/04 "Title One". The parties agree that the CLOSING AGENCY for this transaction shall be River Street located at . If a long-term escrow / collection is involved, then the long-term escrow holder shall be .

23. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date  time  ☐ a.m. ☐ p.m. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of closing \* Sellers to rent back for up to 2 weeks, buyers to seller to pay buyers per

24. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and other 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.

25. 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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 6 PAGES  
BUYER'S Initials (Signature) Date 7-17-04 SELLER'S Initials (Signature) Date 7-17-04

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION

PROPERTY ADDRESS: 11134 W. Hollendale Drive

EX: E76532

electronic transmitted signatures by signing an original document.

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

27. 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.

28. 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.

29. ATTORNEYS 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.

30. 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.

31. 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.

32. 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.

33. 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 broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).  
☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).  
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

## Section 2:

- ☒ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).  
☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).  
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A CUSTOMER AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 6 PAGES  
 BUYER'S Initials (Signature) Date 7-17-04 SELLER'S Initials (Signature) Date 7-17-04

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION



PROPERTY ADDRESS: 11134 W. Hollandale Drive DK: 876532

34. 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.

35. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

37. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 7/17/04 at (Local Time in which property is located) 6 a.m. ☐ 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.

38. BUYER'S SIGNATURES: 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 [Signature]  
Date 7/17/04 Time 6:00 ☐ a.m. ☒ p.m.  
Address \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

BUYER Signature [Signature]  
Date 7/17/04 Time 6:00 ☐ a.m. ☒ p.m.  
Address \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

BUYER (Print Name) JACK H. HEAGY  
Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Fax # \_\_\_\_\_

BUYER (Print Name) Cynthia Heagy  
Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Fax # \_\_\_\_\_

39. SELLER'S SIGNATURES:

On this date, 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. We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

SELLER Signature [Signature]  
Date 7-17-04 Time 6:55 PM ☐ a.m. ☒ p.m.  
Address \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

SELLER Signature \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ a.m. ☐ p.m.  
Address \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # \_\_\_\_\_

SELLER (Print Name) KENNETH V. WICKSTROM  
Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Fax # \_\_\_\_\_

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

40. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on

Date \_\_\_\_\_ Time \_\_\_\_\_ ☐ a.m. ☐ p.m.

BUYER: [Signature]

BUYER: [Signature]

BUYER AND SELLER acknowledge receipt of copy of this page, which constitutes PAGE 6 of 6 PAGES.  
BUYER'S Initials [Initials] Date 7-17-04 SELLER'S Initials [Initials] Date 7-17-04  
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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY 2003 EDITION

Company: Group One S/N: PCF5-06249  
Provided by: Alison Blake Printed using Software from Professional Computer Forms Co. v. 08/03



# ADA COUNTY ASSESSOR HOMEOWNERS EXEMPTION APPLICATION

PLEASE HAND-DELIVER, MAIL  
OR FAX SIGNED COPY TO  
Ada County Assessor's Office  
200 W. Front St., 2nd Fl., Boise, ID 83702  
For more information please contact:  
Phone (208) 287-7200 Fax (208) 287-7209  
www.adacountyassessor.org

PLEASE PRINT OR TYPE IN BLACK INK ONLY

Owner(s) of Record:

Jack H. & Cynthia D. Heagy

Mailing Address:

11134 W. Hollandale Dr.

City, State:

BOISE, ID.

Zip

83709

Property Address:

11134 W. Hollandale Dr.

City:

BOISE, ID. 83709

1. Type of property purchased: ☐ Bare land only ☒ Residence ☐ Commercial ☐ Farm  
☐ Manufactured Home ☐ Multi-family Dwelling
2. If your purchase was a Manufactured Home, was land included in the purchase? ☐ Yes ☐ No
3. TOTAL PURCHASE PRICE of this property \$ 201,000.00
4. Date property was purchased (Mo/Day/Yr) 7 11 104
5. Date property was occupied (Mo/Day/Yr) 8 16 104
6. Was this sale ☒ a typical home purchase ☐ to refinance property  
☐ a transfer between relatives ☐ forced sale (e.g., in lieu of foreclosure, by a court order, etc.)  
☐ a transfer of convenience (i.e., Quit Claim deed, create a life estate, name change, etc.)
7. If any furnishings, machinery or other personal property was included in the sales price, please describe and state the value of such items.
8. Are you the first occupant of this dwelling? ☐ Yes ☒ No
9. Is there more than 1 person in title on this property, other than spouse? ☐ Yes ☒ No  
If yes, Affidavit of Possessory & Security Interests may be required to obtain full exemption.
10. Is this property held in title by a Trust? ☐ Yes ☒ No  
If yes, Affidavit Regarding Residence of Trust is required to obtain exemption.
11. Comments

RECEIVED

AUG 24 2004

ADA COUNTY ASSESSOR

PARCEL # 23699216010

To qualify for a HOMEOWNER'S EXEMPTION (Idaho Code §63-602G), this property must serve as your primary dwelling. To receive the Homeowner's Exemption for the current year, you must have been occupying the dwelling on April 15.

To qualify for an OCCUPANCY TAX EXEMPTION (Idaho Code §§63-317, 63-602Z), you must return this form within 30 days of the date of this notification. Failure to file in a timely manner may result in denial of this exemption.

12. Previous Address

1118 NO. 14th St.

13. Previous City

BOISE

14. Previous State

ID. 83702

I certify that I am the owner, or am purchasing under contract, and that I occupy as my primary dwelling place the property herein described, and that to the best of my knowledge and belief, and under the penalty of perjury, the information I have provided herein is true and correct.

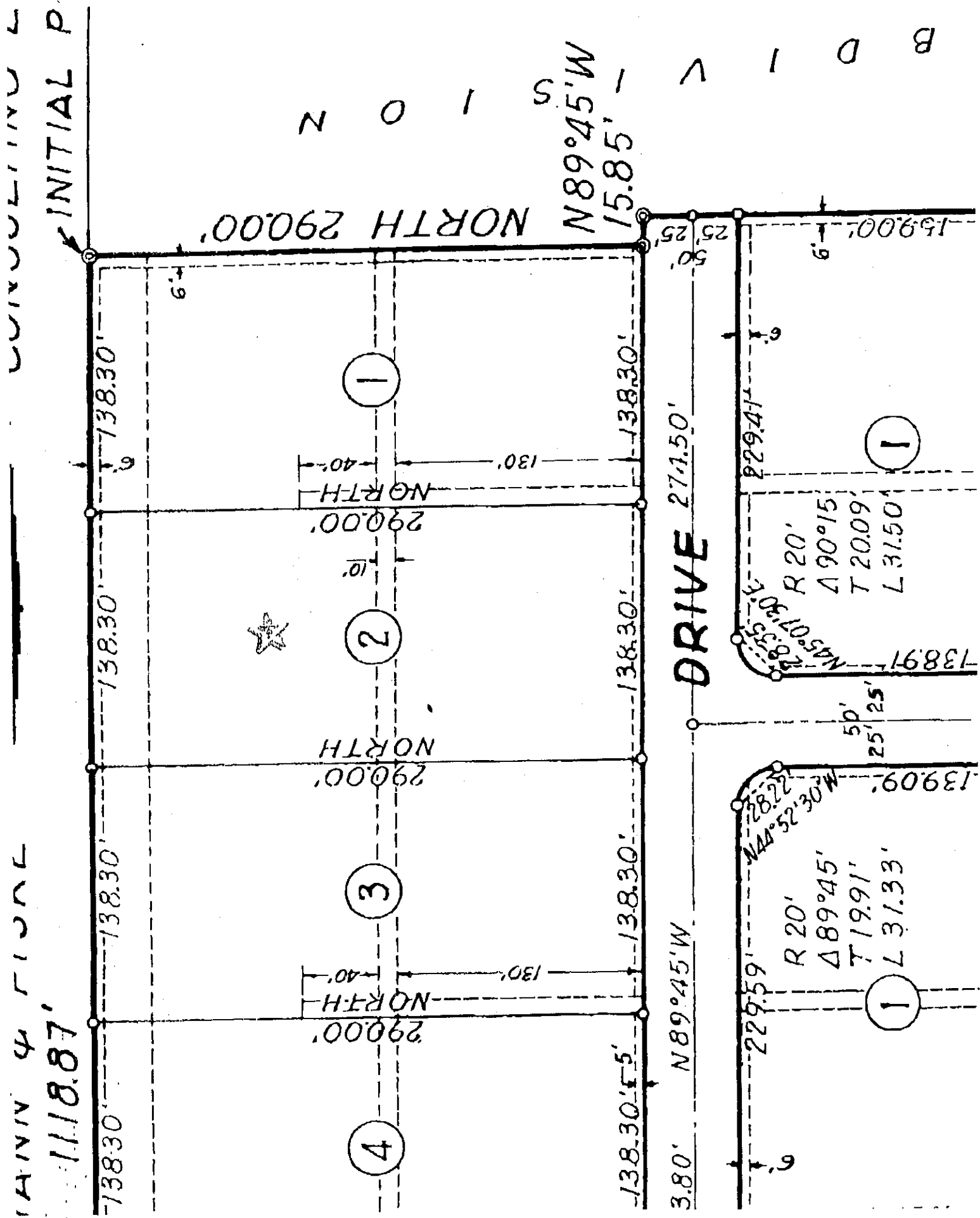
ALL OWNERS CLAIMING THE EXEMPTION MUST SIGN

Jack H. Heagy 8/23/04  
Owner's Signature Date

Cynthia D. Heagy 8/23/04  
Owner's Signature Date

Work Phone 466-2438 ext 111

Home Phone 323-7682



# Idaho Department of Water Resources Receipt

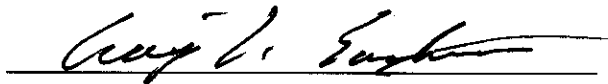
Receipt ID W032154

Payment Amount \$25.00 Date Received 8/24/2004 2:17:16 PM Region Western Status   
Payment Type Check Check Number 9307

Payer HEAGY, JACK OR CYNTHIA  
Comment Change of Ownership for WR: 63-15562

## Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	62140	1155

  
Signature Line (Dept. Representative)