

RECEIVED

FEB 08 2023

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

OE ✓

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-33324	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Stephanie & Dave Permenter
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Marti Hutchinson
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or
- Mailing address 13100 S. Cloverdale Rd. City Kuna State ID Zip 83634
- Telephone 208 921 3476 Email Marti@mnapboise.com

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/01/2022
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- o \$25 per undivided water right.
- o \$100 per split water right.
- o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Title, if applicable owner Date 2/1/23
- Signature of new owner/claimant
- Print name Marti Hutchinson

- Signature: _____ Title, if applicable _____ Date _____
- Signature of new owner/claimant
- Print name _____

- Received by KU Date 2-8-23 For IDWR Office Use Only: Receipt No. C11 5257 Receipt Amt. \$25
- Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
- Name on W-9 _____ Approved by DM Processed by DM Date 11-2-23



Order Number: 22464358

Warranty Deed

For value received,

Dax I. Permenter and Stephanie N. Permenter, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Marti Hutchinson, an unmarried woman

whose current address is 13100 S Cloverdale Rd Kuna, ID 83634

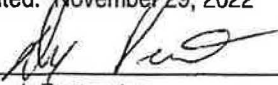
the grantee, the following described premises, in Ada County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and 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 assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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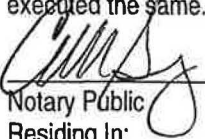
Dated: November 29, 2022


Dax I. Permenter


Stephanie N. Permenter

State of Idaho, County of Ada, ss.
November 4

On this 30th day of ~~December~~ November in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Dax I. Permenter and Stephanie N. Permenter, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public
Residing In:
My Commission Expires:
(seal)

CAMILLE VANS COY
COMMISSION #22921
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 09/13/2024

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A parcel of land located in the West half of the Northwest quarter of Section 27, Township 2 North, Range 1 East, Boise Meridian; thence
East 25 feet along the section line common to Sections 22 and 27; thence
South 1315 feet long a line parallel to the Eastern boundary of the existing Cloverdale Road easement to the True Point of Beginning; thence
South 320 feet along the Eastern boundary of the existing Cloverdale Road easement, thence
East 715 feet along a line parallel to the line common to Sections 22 and 27; thence
North 320 feet along a line parallel to the Eastern boundary of the existing Cloverdale Road easement; thence
West 715 feet along a line parallel to the section line common to Sections 22 and 27 to the True Point of Beginning.



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 02, 2023

MARTI HUTCHINSON
13100 S CLOVERDALE RD
KUNA ID 83634-2522

Re: Change in Ownership for Water Right No(s): 63-33324

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/2/2023

Water Right 63-33324

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MARTI HUTCHINSON 13100 S CLOVERDALE RD KUNA, ID 83634-2522 (208) 921-3476
Original Owner	JAMES G COLVIN TRUST PO BOX 4775 BOISE, ID 83711-4775 (208) 362-3229
Previous Owner	STEPHANIE PERMENTER 13100 S CLOVERDALE RD KUNA, ID 83634 (208) 860-0594
Previous Owner	DAX PERMENTER 13100 S CLOVERDALE RD KUNA, ID 83634 (208) 914-1197

Priority Date: 11/4/1993

Basis: License

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	11/15	0.100 CFS	17.6 AF
	<u>Total Diversion</u>		0.100 CFS	17.6 AF

Source and Point(s) of Diversion:

GROUND WATER NWSWNW Sec. 27, Twp 02N, Rge 01E, ADA County

Place Of Use:

IRRIGATION within ADA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	01E	27							3.9										3.9

POU Total Acres: 3.9

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/2/2023

- | | | |
|----|-----|--|
| 1. | 01M | After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department. |
| 2. | R69 | This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use. |
| 3. | 103 | When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined. |
| 4. | 004 | This right does not grant any right-of-way or easement across the land of another. |

Dates and Other Information:

Licensed Date: 4/24/2012

Owner Name Connector: AND

Water District Number: TBD

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 4.5

Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

Hersley, Jean

From: Hersley, Jean
Sent: Thursday, February 9, 2023 11:02 AM
To: marti@mspaboise.com
Subject: ownership change for 63-33324

The Department of Water Resources received your request to update the ownership of water right 63-33324. A couple of things came up during the review.

Do you have a contract for deed that has a date and that has been recorded with the county or a warranty deed? If so, would you please provide that for me. You can mail it to my attention to: IDWR, PO Box 83720, Boise, ID, 83720-0098 or respond to this email.

Unless you have a warranty deed, according to the terms of the contract, the sellers will deliver the deed when all terms and provisions have been fulfilled. With that, the Department's policy on contracts is we will list you and the Permenter's as current owners of the water right until the deed is conveyed to the buyer. Once the property is deeded to the buyer, the buyer can submit an ownership change notice to remove the seller as a current owner.

Please provide the requested documents or respond to this email within 30 days. Let me know if you have any questions. Thank you.



*Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942*

CONTRACT FOR DEED

THIS CONTRACT FOR DEED ("Contract") is made and entered into as of the 1st day of December 2022, by and between:

(i) **DAX I. PERMENTER** and **STEPHANIE N. PERMENTER**, husband and wife (collectively, "Seller"), and

(ii) **MARTI HUTCHINSON**, a single woman ("Buyer").

For and in consideration of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Contract of Purchase and Sale.** Seller hereby agrees to sell to Buyer on contract with the deed to be delivered when all terms and provisions hereof have been fulfilled, and Buyer covenants and agrees to purchase from Seller, the real property situated in the City of Kuna, County of Ada, State of Idaho, commonly known as *13100 South Cloverdale Road, Kuna, Idaho 83634*, and more fully described in Exhibit A attached hereto, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining (the "Property").

2. **Purchase Price.**

2. 1. **Purchase Price.** The Purchase Price of the Property is the sum of ~~Seventy Thousand Five Hundred Dollars (\$70,000.00)~~ plus Buyer's share of the closing costs.

2. 2. **Payment.** The Purchase Price shall be payable as follows:

2. 2. 1. **Down Payment:** The total sum of ~~One Hundred Fifty Thousand Dollars (\$150,000.00)~~ (inclusive of all earnest money) shall be paid at the time of the execution of this Contract, plus closing costs.

2. 2. 2. **Remaining Balance:** The remaining balance of ~~Seventy Thousand Dollars (\$70,000.00)~~ ("Remaining Balance") shall be paid as follows:

2. 2. 2. 1. The Remaining Balance shall be amortized over thirty (30) years at 6.5% interest per annum, with a balloon payment due and payable on or before the 1st day of December 2024.

Buyer shall be entitled to pay the entire Remaining Balance at any time without any penalty. The balloon payment shall be calculated by either the Closing Agent or Long Term Escrow Agent at the time notice is given by Buyer pursuant to Paragraph 10.1. Buyer's balloon payment at the end of twenty-four (24) months is estimated to be [REDACTED]

2. 2. 2. 2. Buyer shall pay to Seller through the Long Term Escrow Agent, on or before the 1st day of each month commencing on the 1st day of January 2023, the monthly sum of [REDACTED] [REDACTED]. In addition to and at the same time that the monthly amortization of the Remaining Balance is paid, Buyer shall also pay to Seller through the Long Term Escrow Agent all other monthly or periodic charges set forth in Subparagraph 2.2.2.3.

2. 2. 2. 3. (i) Long term escrow fees and costs;
(ii) One-twelfth (1/12) of the yearly property taxes; and
(iii) If any payment is not paid in full by the 5th day of the month in which it is due, Buyer shall pay to Seller a late fee of 5% of the monthly installment payment, which is [REDACTED]

3. Escrow.

3. 1. The parties have agreed that TitleOne Corporation will be the "Closing Agent" and Pioneer Title Company of Ada County will be the "Long Term Escrow Agent" for this Contract. The parties will execute a separate document with instructions to the Long Term Escrow Agent and the Closing Agent.

3. 2. Buyer's monthly payment into escrow shall first be used by the Long Term Escrow Agent to pay Seller's monthly payment on the first note and deed of trust in favor of Prospect Mortgage, LLC ("Prospect Mortgage") and serviced by Newrez ("Newrez"), whose mailing address is Post Office Box 619067, Dallas, Texas 75261, in the amount of [REDACTED]

[REDACTED] Payment on the note shall include principal, interest, taxes, and Seller's insurance. The payment is estimated to be [REDACTED] but may be adjusted.

3. 3. Long term escrow fees to the Long Term Escrow Agent.

3. 4. The remainder of Buyer's monthly payment shall be paid to Seller.

4. Deeds.

4. 1. At the time that Buyer fulfills all of the obligations and conditions of this Contract and has paid the full Purchase Price in accordance with the payment terms set forth above, Seller shall convey title to the Property by warranty deed free and clear of all liens and encumbrances.

4. 2. Pending Buyer's full and complete performance of all terms and conditions of this Contract, Seller shall deliver to Closing Agent a duly executed warranty deed conveying the Property to Buyer, and Buyer will deliver to Closing Agent, subject to Paragraph 10.4 herein, a duly executed quitclaim deed reconveying the Property to Seller in the event of Buyer's substantial default in the performance of any material term or provision of this Contract.

5. Title Insurance.

5. 1. Title Commitment/Review Period.

5. 1. 1. Seller acknowledges that he/she has received and reviewed a current ALTA form of commitment for an owner's standard coverage policy of title insurance ("Title Commitment") issued by Closing Agent describing the Property, listing Buyer as the prospective named insured, and showing the Purchase Price as the policy amount, along with copies of all recorded instruments referred to in the Title Commitment as conditions or exceptions to title. Buyer may request, with any additional expense to be paid by Buyer, such additional surveys, updates, additional endorsements or extended coverage as Buyer may determine.

5. 1. 2. At the time that Buyer fulfills all of the obligations and conditions of this Contract and has paid the full Purchase Price in accordance with the payment terms herein, the Closing Agent acting on behalf of Seller shall deliver to Buyer a final owner's title policy free and clear of all liens and encumbrances.

6. **Prorations.** Seller will pay all taxes and assessments imposed upon the Property prior to December 1, 2022 ("Proration Date") and Buyer will pay all taxes and assessments imposed upon the Property after the Proration Date.

7. **Possession.** Seller shall be entitled to retain possession of the Property described in this Contract until the Proration Date. Thereafter, except as limited hereinafter, so long as Buyer is in full compliance with all of the terms and provisions of this Contract, Buyer shall have the exclusive right to the possession of the Property; however, until title to the Property has been conveyed to Buyer, Buyer shall not remove any trees or fencing from the Property, or materially alter the interior of the home without the prior approval of Seller. Seller's approval shall not

unreasonably be withheld. Buyer is expecting to use the Property for residential purposes; however, if Buyer wishes to use the Property for business purposes Buyer shall purchase appropriate liability insurance, including a comprehensive general liability policy for all such business activities and provide Seller with proof of insurance.

8. **Warranties and Disclaimer.** Seller represents and warrants to Buyer and her successors and assigns as follows:

8. 1. **Warranties of Title.** Title to the Property shall be as described in the title insurance policy provided to Buyer, there are no liens, rights to liens or other interests in the Property beyond those described in such title insurance policy, and title to the Property shall be fully vested in Buyer at the time of closing, subject only to encumbrances created or recorded by Buyer.

8. 2. **Existing Notes and Deed of Trust.** As of the date hereof and as of the Proration Date, (a) the note and deed of trust reflected in the Title Commitment is current and in full force and effect; (b) true, correct and current copies of all instruments (as they may from time to time have been amended) comprising one note and deed of trust have been delivered by Seller to Buyer; (c) Seller has performed all of the payor/buyer obligations on each of the instruments contained in the note and deed of trust; and (d) no notices of default have been issued with respect to any of the instruments as herein defined.

8. 3. **Condition of the Property.** The Property and any and all improvements on the Property are in good condition, working order, and repair at the time of execution of this Contract.

8. 4. **Environmental.** Seller has no knowledge after due investigation of (a) the presence of any "Hazardous Substances" (as defined below) on the Property, or (b) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (c) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property.

9. **Risk of Loss and Insurance.** Until the Proration Date, Seller shall assume all risk of loss or damage with respect to the Property. In the event of any loss or damage to all or any part of the Property, Buyer shall have the right to (a) terminate this Contract, in which event any earnest money deposited shall be refunded to Buyer and each party shall be fully released and discharged from any further obligations under this Contract, (b) close the purchase of the Property and reduce the Purchase Price by an equitable amount equal to the loss or damage, such

reduction to be applied first to the cash payment upon execution of this Contract and then to the payment of the deferred balance due hereunder, or (c) close the purchase of the Property and elect to receive all insurance proceeds paid or payable by reason of the loss or damage. After the execution of this Contract, the risk of loss or damage to the Property shall transfer to Buyer.

9. 1. **Liability Insurance and Flood Insurance.** Seller shall maintain appropriate insurance required by the first lender, Prospect Mortgage. On and before the Proration Date, Buyer shall obtain, at Buyer's expense, a one year term homeowners policy covering the Property in the full amount of the Purchase Price hereof and shall obtain, at Buyer's expense, a one year term broad form homeowners casualty policy covering the Property. At the time of the execution of this Contract, Buyer will deliver to Seller the fully paid policies for the first year. Thereafter, Buyer, at Buyer's expense shall maintain the said policies of insurance in full force and effect. Seller shall be listed on all policies of insurance as an additional insured and loss payee. If Buyer fails to provide or maintain said policies or either policy, then Seller, at Buyer's expense, shall acquire such policies or policy, and Buyer's failure to perform will be a material and substantial breach of this Contract. Buyer shall either purchase said insurance in full on a yearly basis and provide proof to Seller, or make payments on a monthly basis through the Long Term Escrow Agent for payment of the insurance policy(ies).

10. **Transfer of Title.**

10. 1. **General.** Thirty (30) days prior to the date on which Buyer will make the full and final payment of the unpaid remaining balance of the Purchase Price, but no later than November 1, 2024, Buyer shall provide in writing a *Notice of Intent to Close* ("Notice") to Seller and to the Long Term Escrow Agent and the Closing Agent of the date on which Buyer will make her final payment and the amount of Buyer's final and full payment. The date set forth by Buyer, which date shall not be later than December 1, 2024, shall be the "Closing Date" for this Contract. Upon receipt of the Notice, Seller shall notify, in writing, Buyer and the Long Term Escrow Agent of the total amount due and payable by Buyer under this Contract. If the parties do not agree as to the amount of the final payment, then the parties will mediate their dispute.

10. 2. The execution of this Contract, the closing of this transaction, and the delivery by the Long Term Escrow Agent of any of the executed documents and instruments contemplated by the parties shall take place at the office of Closing Agent in Boise, Idaho.

10. 3. If on or before December 1, 2024 Buyer makes full and complete payment of all sums due hereunder and has performed all other requirements of this Contract, then at closing the Long Term Escrow Agent shall deliver to Buyer Seller's warranty deed, the Closing Agent shall cause the final title policy to be issued, and the Long Term Escrow Agent shall pay off in full the note and deed of trust outstanding against the Property or otherwise obtain a release of the Property from the obligation of the note and deed of trust reflected in the Title Commitment.

10. 4. If on or before December 1, 2024 Buyer has not paid the full and complete amount due hereunder, or if Buyer is in default, after fourteen (14) days' notice to Buyer (as set forth in Paragraph 14.2), the Long Term Escrow Agent shall deliver to Seller Buyer's quitclaim deed. Upon delivery of the quitclaim deed under this provision, Seller shall within sixty (60) days list the Property for sale at its fair market value and shall use commercially reasonable efforts to sell the Property at its fair market value. From the closing, the sale proceeds, after the costs of sale and collections, shall be paid as follows in the following order: (a) the Remaining Balance due on the first loan to Prospect Mortgage (Paragraph 3.2) to Prospect Mortgage; (b) the Remaining Balance on Seller's loan to Buyer (as set forth in Subparagraph 2.2.2.1 herein), reduced by the amount paid to Prospect Mortgage above, to Seller; and, (c) the Remaining Balance to Buyer.

11. **Seller Documents.** Contemporaneously with the execution of this Contract, Seller shall deposit with the Long Term Escrow Agent, the following executed documents.

11. 1. 1. **Deed.** The warranty deed, properly executed and acknowledged, conveying the Property to Buyer.

11. 1. 2. **Other Instruments.** Any other documents or instruments required to completely close the transaction in accordance with the terms and conditions hereof.

12. **Buyer Documents.** Contemporaneously with the execution of this Contract, Buyer shall deposit with the Long Term Escrow Agent the following executed documents:

12. 1. 1. **Down Payment.** A certified check made payable to the Closing Agent in the net amount due pursuant to Subparagraph 2.2.1 hereof, plus or minus prorations and closing costs.

12. 1. 2. **Quitclaim Deed.** A quitclaim deed properly executed and acknowledged conveying the Property to Seller.

12. 1. 3. **Other Instruments.** Any other documents or instruments required to completely close the transaction in accordance with the terms and conditions hereof.

12. 2. Joint Deposits. On or before the execution of this Contract, Buyer and Seller shall deposit the following executed documents:

12. 2. 1. Contract. The original or an executed copy of this Contract with Closing Agent.

12. 2. 2. Long Term Escrow Instructions. Such escrow instructions as required by the Long Term Escrow Agent to effect the provisions of this Contract.

12. 2. 3. Closing Instructions. Such closing instructions and closing statement as required by Closing Agent to complete all actions in this transaction.

13. **Real Estate Purchase and Sale Agreement**. Prior to entering into this Contract, the parties entered into *RE-21 Real Estate Purchase and Sale Agreement*, ID# MH 100622, *RE-13 Counter Offer #1*, and *RE-17 Financing Addendum #1* (collectively, "RE Agreement"), copies of which are attached hereto as Exhibit B. Only those provisions of the RE Agreement that expressly survive closing of the RE Agreement are incorporated herein. If there is any conflict between any term or provision of the RE Agreement and this Contract, the terms and provisions of this Contract are controlling and take precedence over the terms and provisions of the RE Agreement.

14. **Remedies**.

14. 1. Survival of Representations, Warranties and Covenants. The representations, warranties, and covenants by Buyer or Seller set forth in this Contract, including without limitation, any representations, warranties, or covenants set forth in any exhibit or other writing delivered pursuant to this Contract, shall survive the closing.

14. 2. Notice and Claim Procedure. In the event of an actual or alleged breach of a representation, warranty, covenant or obligation of a party, then the other party shall provide reasonable written notice to defaulting party of the breach. For each breach or alleged breach that does not involve customer satisfaction or an emergency, then from the date of notice the defaulting party shall have fourteen (14) days to cure the actual or alleged breach. If the actual or alleged breach continues after the 14-day cure period, then non-defaulting party shall have all remedies provided by this Contract and by law.

14. 3. Mediation. If a dispute arises from or related to this Contract or a breach of this Contract, and if the dispute cannot be settled by the parties by direct discussions, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation with a mediator agreed to by the parties. Thereafter, any unresolved controversy or claim arising from or relating to this Contract or a breach of this Contract shall be resolved as provided by law.

14. 4. Attorneys' Fees and Costs. If a party is in default under this Contract, then the defaulting party shall pay to the other party reasonable attorneys' fees and other costs and expenses incurred by the other party after default and referral to an attorney for any suit or action, including trial, arbitration, mediation, appeals, or other proceedings ("Collection Costs"). Collection Costs shall be immediately due and payable.

14. 5. Rights Cumulative. Except as expressly provided in this Contract, and to the extent permitted by law, any remedies described in this Contract are cumulative and not alternative to any other remedies available at law or in equity.

14. 6. Non-Waiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Contract shall not constitute a waiver of such term or condition. A waiver by a party (a) shall not affect any term or condition other than the one specified in such waiver, and (b) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

15. General Provisions.

15. 1. Indemnity Agreement. In addition to the representations and warranties of Seller elsewhere set forth, Seller promises and agrees that, so long as Buyer shall have no uncured default hereunder, Seller shall indemnify, save and hold Buyer, and her successors and assigns, harmless of and from any and all liability, loss, cost or expense whatsoever, including, without limitation, attorneys' fees and costs, on the note and deed of trust reflected in the Title Commitment, and any other claims made against title not created by Buyer.

15. 2. Notices. All notices, claims, requests and other communications ("Notices") under this Contract (a) shall be in writing, and (b) shall be addressed or delivered to the following relevant address or at such other address as shall be given in writing by a party to the other:

15. 2. 1. *If to Buyer:* 13100 South Cloverdale Road, Kuna, Idaho 83634.

15. 2. 2. *If to Seller:* 4545 East Hubbard Road, Kuna, Idaho 83634.

15. 2. 3. Notices complying with the provisions of this section shall be deemed to have been delivered (a) upon the date of delivery if delivered in person, or (b) on the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested.

15. 3. Governing Law, Jurisdiction and Venue. Idaho law shall govern this Contract.

The courts of Idaho shall have exclusive jurisdiction and Ada County is the proper venue.

15. 4. Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Contract.

15. 5. Successors. Subject to any express provisions in this Contract regarding restrictions on transfers or assignments, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

15. 6. Assignment or Transfer Prohibited. It is expressly agreed by the parties hereto that Buyer shall not under any circumstances assign or transfer her rights under this Contract to any other person or entity. If Buyer wishes to transfer or assign any or all of her rights and interest under this Contract, or her right to possession of the Property to any other person or entity, then Buyer must complete and fulfill all of her obligations under this Contract, including, without limitation, Buyer paying the full and complete Purchase Price set forth herein and obtaining a warranty deed for the Property. Prior to Buyer obtaining a warranty deed for the Property, Buyer shall not and may not relinquish, transfer or assign any of her rights, interest or possession of the Property to any other person or entity.

15. 7. Entire Contract. Except as expressly provided herein, all exhibits to this Contract constitute a part of this Contract and this Contract, together with the accompanying exhibits, constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

15. 8. Severability. The invalidity of any portion of this Contract shall not affect the validity of any other portion of this Contract.

15. 9. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. 10. Disclosures. A qualification or exception to any representation, warranty, or covenant contained in this Contract shall not be construed as a qualification or exception to any other representation, warranty, or covenant contained in this Contract unless the qualification or exception expressly refers to the other representation, warranty, or covenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

SELLER

BUYER



Dax I. Permenter



Marti Hutchinson



Stephanie N. Permenter

EXHIBIT A

A parcel of land located in the West half Northwest quarter of Section 27, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho,
thence East 25 feet along the section line common to Section 22 and 27,
Thence South 1315 feet along a line parallel to the Eastern boundary of the existing Cloverdale Road easement to the TRUE POINT OF BEGINNING;
Thence South 320 feet along the Eastern boundary of the existing Cloverdale Road easement;
Thence East 715 feet along the line parallel to the line common to Sections 22 and 27;
Thence North 320 feet along a line parallel to the Eastern boundary of the existing Cloverdale Road easement;
Thence West 715 feet along a line parallel to the section line common to Sections 22 and 27 to the TRUE POINT OF BEGINNING.

W Desert View Dr

S Cloverdale Rd



0 50 100ft

S1427233652

Details

Number	Property Tax Year
3652	2023
Parcel Type	
Residential	
Address	
13100 S CLOVERDALE RD KUNA, ID 83634-0000	
Assessor ID	
PAR #3652 @ NW COR OF SW4 NW4 SEC 27 2N 1E	