Proof Report

Water Permit 63-34095

Owner Type	Name and Address
Current Owner	TIMOTHY TOBIN MERRIFIELD 4795 N HARTLEY RD EAGLE, ID 83616-1565 (408) 391-1144
Current Owner	ANGELA LYNN MERRIFIELD 4795 N HARTLEY RD EAGLE, ID 83616-1565 (408) 391-1144
Original Owner	STEVE WOODARD 4795 N HARTLEY RD EAGLE, ID 83616 (208) 286-9700
Original Owner	ELLEN WOODARD 4795 N HARTLEY RD EAGLE, ID 83616 (208) 286-9700
Previous Owner	ADRIENNE JENSEN 4795 N HARTLEY RD EAGLE, ID 83616-1565 (425) 736-0631
Previous Owner	JIM JENSEN 4795 N HARTLEY RD EAGLE, ID 83616-1565 (425) 736-0631
Representative	SPF WATER ENGINEERING LLC C/O SCOTT KING 412 E PARKCENTER BLVD STE 100 BOISE, ID 83706-6659 (208) 383-4140

Priority Date: 6/4/2015
Status: Active

Source	Tributary
GROUND WATER	

SCANNED
OCT 17 2025

Beneficial Use	From	To	Diversion Rate	Volume

IRRIGATION	03/01	11/15	0.080 CFS
	Total Diversion		0.080 CFS

Source and Point(s) of Diversion:

GROUND WATER NWNE Sec. 34, Twp 05N, Rge 01W, ADA County

Place Of Use:

IRRIGATION within ADA County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	01W	34		4.0															4.0

POU Total Acres: 4.0

Conditions of Approval:

1.	26A	Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
2.	R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
3.	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.
4.	046	Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5.	121	The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

Comments:

1 dmerriman 10/26/2015 POD
Updated Shape

2 dmerriman 10/26/2015 POU
Updated Shape

3 dmerriman 3/3/2016 Split right
This permit was split in a partial assignment of permit. 4 acres of irrigation and one point of diversion stayed with 63-34095 and 5 acres and one point of diversion split to form 63-34204.

SCANNED
OCT 17 2025

4	Ownership Change	3/3/2016	Split Right

Split into 63-34204

5	dmerriman	3/3/2016	POD

Updated Shape

6	dmerriman	3/3/2016	POU

Updated Shape

7	djudd	9/18/2020	Extension of Time

Extension request filed and granted based on due diligence pursuant to Idaho Code § 42-204(3)(f). The 5 years originally granted and the 5 years of this extension brings the development period up to the end of the 10 year period allowed under Idaho Code § 42-204(3)(f) . Proof due extended to 11/1/2025.

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

SCANNED
OCT 17 2025

State of Idaho
Department of Water Resources

Permit to Appropriate Water

63-34095



SCANNED
OCT 17 2025

Form 42-248/42-1409(6) Rev. 7/21

RECEIVED
SEP 30 2025
DEPT. OF WATER RESOURCES

STATE 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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-34095	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: Jim Jensen / Adrienne Jenssen
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Tim Merrifield / Angela Merrifield
   New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

   4795 N Hartley Rd | Eagle | ID | 83616
   Mailing address | City | State | Zip

   408-391-1144 | tim.merrifield@gmail.com
   Telephone | Email

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: January 15th, 2021.

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: Tim Merrifield — Signature of new owner/claimant | Title, if applicable | 09/09/2025 — Date
   Tim Merrifield — Print name

   Signature: Angela Merrifield — Signature of new owner/claimant | Title, if applicable | 09/09/2025 — Date
   Angela Merrifield — Print name

For IDWR Office Use Only:

Receipted by KW Date 9-30-2025 Receipt No. C123320 Receipt Amt. $25.00

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 _____ Processed by JA Date 10/17/2025

SCANNED

OCT 17 2025

RECEIVED
OCT 0 1 2025
DEPT. OF WATER RESOURCES

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=1 ANGIE STEELE
STEWART TITLE - MERIDIAN OFFICE

2021-015923
01/29/2021 11:30 AM
$15.00

stewart TITLE

WARRANTY DEED

For Value Received **James E Jensen and Adrienne T Jensen, husband and wife**, the Grantors, hereby grant, bargain, sell, convey and warrant unto **Timothy Tobin Merrifield and Angela Lynn Merrifield, husband and wife**, *** the Grantees, whose current address is 4795 N Hartley Road, Eagle, ID 83616, the following described premises, to wit:

Lot 1 in Block 1 of Lucy in the Sky Subdivision, according to the official plat thereof, filed in Book 109 of Plats at Page(s) 15420-15421, records of Ada County, Idaho.

Parcel Number: R5350900100

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record and assessments, if any.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Grantee and to their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises, that said premises are free from all encumbrances and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated this 27th day of January, 2021. *** ***Joint Tenancy with Right of Survivorship

James E Jensen

Adrienne T Jensen

State of Idaho)
) ss.
County of Ada

On this 27th day of January, 2021, before me the undersigned, a Notary Public, in and for said State, personally appeared James E Jensen and Adrienne T Jensen, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

JENIFER C ALLARD
COMMISSION #20203029
NOTARY PUBLIC
STATE OF IDAHO

Notary Public: Jenifer C Allard
Residing at: Meridian, ID
My commission expires: August 08, 2026

SCANNED
OCT 17 2025

RECEIVED
SEP 30 2025
DEPT OF WATER RESOURCES

IDAHO REALTORS®

JULY 2019 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# 4795-1208 DATE 12/08/2020

LISTING AGENCY Group One Sotheby's Int'l Realty Office Phone # 208-287-5000 Fax #

Listing Agent Julene P Webb E-Mail jwebb@grouponesir.com Phone # 208-972-3598

SELLING AGENCY Silvercreek Realty Group Office Phone # 208-377-0422 Fax # 208-377-1187

Selling Agent Elizabeth C Hume E-Mail Elizabeth@buyidahorealestate.com Phone # 208-860-5451

1. BUYER: Timothy Tobin Merrifield Angela Lynn Merrifield
(Hereinafter called "**BUYER**") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS** 4795 N Hartley Rd
City Eagle County Ada ID, Zip 83616 legally described as:
Lot 2 Lucy In The Sky Subdivision
OR Legal Description Attached as exhibit_____ **(Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)**

2. $ 1,750,000.00 **PURCHASE PRICE:** One Million Seven Hundred Fifty Thousand **DOLLARS,** payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ **Yes** ☒ **No** (N/A if left blank)

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A). $ 15,000.00 **EARNEST MONEY:** Fifteen Thousand **DOLLARS**
BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
☐ Cash	☐ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☒ Personal Check	☒ Closing Company	☒ Within 5 business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 4	☐ See Section 4	☐ See Section 4
☐ Wire Transfer			
☐ Note			
☐ See Section 4			

THE RESPONSIBLE BROKER SHALL BE: Krista Deacon

(B). ALL CASH OFFER: ☒**NO** ☐**YES** **If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide SELLER within_____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation 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.

(C) Cash proceeds from another sale: ☐ **Yes** ☒ **No** (N/A if left blank)

(D). $ 1,000,000.00 **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of $ 1,000,000.00 not including mortgage insurance, through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER ---- with interest not to exceed 2.8 % for a period of 5 year(s) at: ☒Fixed Rate ☐Other_____.
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.
SECOND LOAN of $ 0.00 through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER_____
with interest not to exceed ==== % for a period of ==== year(s) at: ☐Fixed Rate ☐Other ====

LOAN APPLICATION: BUYER ☒has applied **OR** ☐shall apply for such loan(s). Within 5 business days (ten [10] if left blank) 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, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than PURCHASE PRICE** or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt thereof to notify BUYER of any price reduction. *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

BUYER'S Initials ( ) ( ) Date December 9, 2020 | 10:11 PST **SELLER'S** Initials ( ) ( ) Date December 9, 2020 | 09:48 PST

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

SCANNED
OCT 17 2025

InstanetFORMS

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.

If such written confirmation required in 3(B) or 3(D) 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 within 3 business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(E). $_____ ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

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

(F). $ 735,000.00 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 cashier's check.**

4. 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

1. Buyer agrees to a seller rent back. Terms to be determined with a RE 50 Delayed Rental Agreement. Agreement shall be completed with a meeting of the minds with in 5 business days of agreement of RE 21.

2. No Floor replacement to take place.

---

5. 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 and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, 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, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in this section is of nominal value less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:
Upstairs washer/dryer, upstairs fridge, hot tub.

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

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

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.

December 9, 2020 | 09:48 PST

December 9, 2020 | 10:11 PST

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

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

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 that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, ☐SELLER or ☒BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Stewart Title Linda McGrath Title Company located at 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 PROPERTY 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 unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

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

10. INSPECTION: (A). BUYER chooses ☒to conduct inspections ☐not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 10(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER 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. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than 2 business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. **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.**

☐ This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

(B) TIMEFRAME(S) FOR INSPECTIONS

1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 7 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 10(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 10(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the *Costs Paid By* section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

☒ Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within 10 business days (ten [10] if left blank) from acceptance.

☒ Septic Inspection and required Pumping which shall be completed and notice provided within 10 business days (ten [10] if left blank) from acceptance.

☐ Survey which shall be completed and notice provided within ____ business days (ten [10] if left blank) from acceptance.

☒ Other Inspection #1: Buyer to Walk Through Property which shall be completed and notice provided within 5 business days (ten [10] if left blank) from acceptance.

☐ Other Inspection #2 which shall be completed and notice provided within ____ business days (ten [10] if left blank) from acceptance.

BUYER'S Initials (IM)( ) Date December 9, 2020 | 09:48 PST

SELLER'S Initials ( )( ) Date December 9, 2020 | 10:11 PST

SCANNED

OCT 17 2025

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

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 10(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required, if additional time was reserved in 10(B)(2) there may be multiple notices.

1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 10(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

2). If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on any unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items/conditions, **it shall end BUYER'S timeframe for that particular inspection and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, **said response is irrevocable without consent of BUYER** and BUYER may proceed under 10(C)(4) below.

4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 10(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 10(B)(2).

(D). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY ☐is ☒is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils **regardless of the source of the lead**. 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 _____ 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 PROPERTY, 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 shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

12. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/ or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

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

December 9, 2020 | 09:48 PST

December 9, 2020 | 10:11 PST

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

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

PROPERTY ADDRESS: 4795 N Hartley Rd Eagle ID 83616 ID#: 4795-1208

15. 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, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐Yes ☐No ☒N/A. Association fees/dues are $_____ per_____.
☐BUYER ☐SELLER ☐Shared Equally ☒N/A to pay Association SET UP FEE of $_____at closing.
☐BUYER ☐SELLER ☐Shared Equally ☒N/A to pay Association PROPERTY TRANSFER FEES of $_____ at closing.
☐BUYER ☐SELLER ☐Shared Equally ☒N/A to pay Association STATEMENT OF ACCOUNT FEE of $_____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

16. COSTS PAID BY: The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 10.

	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 – Mortgagee Policy	X			
Closing Escrow Fee			X		Additional Title Coverage	X			
Lender Document/Processing Fee	X				Domestic Well Water Potability Test Shall be ordered by: ☐BUYER ☒SELLER		X		
Tax Service Fee	X				Domestic Well Water Productivity Test Shall be ordered by: ☐BUYER ☒SELLER		X		
Flood Certification/Tracking Fee	X				Septic Inspections Shall be ordered by: ☐BUYER ☒SELLER		X		
Lender Required Inspections	X				Septic Pumping Shall be ordered by: ☐BUYER ☒SELLER		X		
Attorney Contract Preparation or Review Fee				X	Survey Shall be ordered by: ☐BUYER ☐SELLER				X

Upon closing SELLER agrees to pay ☐____--____% of the purchase price OR ☐ $_____----_____ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

SELLER agrees to pay up to $_____----_____ ($0 if left blank) of lender required repair costs only.
BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

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

18. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

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

20. WALK THROUGHS: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within 3 business days (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within 3 business days

BUYER'S Initials (TM)(WH) Date December 9, 2020 | 10:11 PST
SELLER'S Initials (_____)(_____) Date December 9, 2020 | 09:48 PST

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

This form was prepared by Elizabeth C Hume I Silvercreek Realty Group I Elizabeth@buyidahorealestate.com I 208-860-5451

InstanetFORMS

SCANNED
OCT 17 2025

(three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for phone, cable and internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their associates of any liability as to incomplete repairs and/or any changed conditions.

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

22. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

23. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, 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). 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 §45-525 *et seq.* regarding the General Contractor Disclosure Statement.

24. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

25. TRANSMISSION OF DOCUMENTS: 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 the BUYER or SELLER, or the LENDER, or the Closing company, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agree that if BUYER use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

27. BUSINESS DAYS: 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. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business 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. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. 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, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

29. 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.

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 and/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. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. 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.

BUYER'S Initials ( )( ) Date December 9, 2020 | 10:11 PST SELLER'S Initials ( )( ) Date December 9, 2020 | 09:48 PST

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

31. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

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

34. 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 enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

35. 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.

36. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company 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) 03/31/2021. The parties agree that the **CLOSING COMPANY** for this transaction shall be Stewart Title located at _____. If a long-term escrow / collection is involved, then the long-term escrow holder shall be _____.

37. POSSESSION: BUYER shall be entitled to possession ☐upon closing or ☒date Per RE 50 time _____ ☐A.M. ☐P.M.

38. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☐upon closing or as of ☒date Per RE 50.
BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

39. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned.

40. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

41. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

42. 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.

43. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 12/10/2020 at (Local Time in which PROPERTY is located) 5 ☐A.M. ☒P.M.
December 9, 2020 | 09:48 PST

BUYER'S Initials ( )( ) Date December 9, 2020 | 10:11 PST SELLER'S Initials ( )( ) Date _____

SCANNED
OCT 17 2025

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

PROPERTY ADDRESS: 4795 N Hartley Rd Eagle ID 83616 ID#: 4795-1208

44. BUYER'S SIGNATURES:

☒SEE ATTACHED BUYER'S ADDENDUM(S): RE 50 (Specify number of BUYER addendum(s) attached.)
☐SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature Timothy T Merrifield BUYER (Print Name) Timothy T Merrifield

Date December 9, 2020 Time 09:48 PST ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature Angela Merrifield BUYER (Print Name) Angela Lynn Merrifield

Date December 9, 2020 Time 10:11 PST ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

45. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

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

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) On file

Date _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____

Date _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____)(_____) Date _____
If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

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

This form was prepared by Elizabeth C Hume I Silvercreek Realty Group I Elizabeth@buyidahorealestate.com I 208-860-5451 InstanetFORMS

DUE DILIGENCE DISCLOSURE

This Disclosure is made on behalf of Silvercreek Realty Group for the benefit of our Clients/Customers.

Its Agent and Broker strongly recommend that our Clients/Customers satisfy any concerns he or she may have as to the all-encompassing condition of the Property during the allotted **time period contained within their purchase and sales agreement** documents. In order to accomplish this, the Clients/Customers have been urged to employ competent professionals to perform inspections of all conditions of the Property. The following inspections, if applicable, have been reviewed and recommended to the Clients/Customers. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation, it's intended to direct Buyer's attention to a number of issues that are commonly considered important. This Disclosure is for the Sellers' information as to what the Buyer may evaluate.

GENERAL PROPERTY INSPECTION: This inspection may reveal unknown conditions of the structure. This is a visual inspection. The inspector does not look behind walls or under carpets or take equipment apart. However, a professional inspector is trained to seek out certain conditions which may reveal aspects of the physical condition of the Property not recognized by the untrained eye. It is recommended that the Buyer not conduct their own inspection but hire a professional inspector.

- **ROOF INSPECTION:** This inspection should reveal the present condition of the roof, past or current leaks, and the approximate remaining life of the roof.
- **SQUARE FOOTAGE, LOT SIZE AND BOUNDARY LINES:** Buyer is aware that the square footage, lot size or boundary lines, represented on the multiple listing and/or advertisements are approximate figures. To determine accurate figures, the Buyer is advised to employ a licensed civil engineer, appraiser and/or surveyor of Buyer's choice.
- **PERMITS AND ZONING:** Information regarding permits, building code compliance, and/or zoning clearances may be obtained by a search of the public records at the Department of Building Safety (or similar entity of the applicable municipality) or from an inspection service company that provides such information for a fee. If there are any structural additions to the Property for which a permit or certificate of occupancy was not obtained or which are not in compliance with applicable codes and other laws, Buyer may be required to incur expenses after the close of escrow to bring the Property up to current codes and other applicable laws or to demolish the subject additions. Buyer should consult with his/her own inspectors or other professional advisors and appropriate governmental authorities regarding permits, building code compliance, and/or zoning clearances.
- **SEPTIC INSPECTION:** If the Property is not on a city or similar sewer system, this inspection is strongly recommended to reveal the condition of the septic system. Inspecting the septic would require that it be pumped and would include an inspection of the tank as well as the leach field. This does not include an inspection of the sewer line from the house to the septic so an additional service must be ordered above the basic.
- **WELL WATER, PUMP AND PRODUCTIVITY:** Well water quality tests are available to check for trace elements including but not limited to arsenic. Water samples are collected and delivered to a laboratory for testing. The Well Pump and Productivity tests are conducted by a Well Driller or other certified professional and will determine the condition of the pump and advise on the water output.
- **MOLD AND ENVIRONMENTAL INSPECTIONS:** Mold is a common element in many homes. You have the right to have the property inspected for Mold, Mildew, Spores and Airborne Bacteria. Physical home inspectors may or may not report on such things but may limit their findings to "mold-like substances". You are urged to have an environmental inspection by a qualified individual or entity.

Initials [illegible] Date December 9, 2020 | 09:48 PST Initials [illegible] Date December 9, 2020 | 10:11 PST

SCANNED
OCT 17 2025

This form was prepared by Elizabeth C Hume I Silvercreek Realty Group I Elizabeth@buyidahorealestate.com I 208-860-5451

InstanetFORMS

- **PET URINE, STAINS AND ODORS (DISCLOSURE):** If previous owners have maintained animals on the property, there may be odors or stains that are not always detectible by a visual inspection as they may be in the underlayment beneath carpeted areas, hardwood floors, linoleum or other floor covering material. In the event that none of the inspections performed on the Property disclose any animal stains and/or odors on the Property, Buyer is assuming the risk that such stains and/or odors exist and may become apparent in the future.

- **POOL INSPECTION:** This inspection may reveal the condition of the pool, spa and related systems. Such inspection will state the current conditions of these items but may not indicate the remaining useful life of such items and related systems.

- **SOILS/GEOLOGICAL/STRUCTURAL INSPECTION:** Licensed Geological Engineers can reveal if the soil and terrain of the Property is susceptible to damage, expansion, contraction, settlement, slippage, subsidence or other conditions. Such inspection can determine if the subject Property may be constructed on filled or improperly compacted soil. This inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all improvements on the Property.

HOME WARRANTY: Home warranties are available to the Seller client upon listing and the Buyer client upon buying. Most provide a basic coverage with add-on's available for an additional cost. Examples include Pool, Septic System, Well Pump, and/or Roof, etc.

ADDITIONAL TITLE INSURANCE: Additional title insurance is available for an additional cost. You are advised to contact your local Title Officer for more information regarding the different policies available.

NO VERIFICATION BY BROKERS OR AGENTS: Brokers and Agents providing services in this real estate transaction, hereby inform Buyer(s) and Seller(s) that they have not, and will not, verify the accuracy of the information or representations about the conditions of the property provided by the Seller or any other source. Brokers and Agents make no representations, express or implied, regarding information or representations made by Seller(s) or any other source.

WAIVER OF INSPECTIONS: In the event Buyer elects to purchase the property without the professional inspections stated above, Buyer is acting against the advice and recommendation of Broker and Agent. Buyer acknowledges that physical conditions may exist relating to the property which are unknown but which could have been disclosed by such inspections.

BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BROKER CANNOT:

(A) Guarantee the conditions of the Property
(B) Be responsible for defects that are not known to Broker and/or Agent
(C) Be responsible for defects that are not visible in reasonably accessible areas of the Property
(D) Identify Property boundary lines
(E) Provide legal or tax advice
(F) Provide other advice/information that exceeds the Agents knowledge, education and experience.

Buyer and/or Seller agree that they will seek legal, tax and other desired assistance from appropriate professionals.

BUYER AND/OR SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

Signature: Timothy T Merrifield
Print Name: Timothy T Merrifield
Date: December 9, 2020 | 09:48 PST

Signature: Angela Lynn Merrifield
Print Name: Angela Lynn Merrifield
Date: December 9, 2020 | 10:11 PST

CRES Insurance Services, LLC © CRES 04/13
MODIFIED BY SILVERCREEK REALTY GROUP © 3/10/16

IDAHO REALTORS®

RE-50 DELAYED POSSESSION RENTAL AGREEMENT

(Seller Occupancy After Closing)

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.
To be completed upon offer acceptance

Date: _____ Sample for information, to be completed after acceptance of offer.

TENANT(s) On file

agree(s) to rent from LANDLORD _____

the property commonly known as 4795 N Hartley Rd Eagle ID 83616

in Ada County, Idaho (the "PREMISES") on the following terms and conditions:

1. **RENT.** The rent shall be $_____ per _____ OR $_____ as a flat rate and full payment for the term of the lease. An initial payment of $_____ as ☐ the first period's advance rent payment OR ☐ full advance payment for the term of the lease ☐ is accompanied herewith and receipt is hereby acknowledged ☐ is due no later than: _____. Future rents shall be payable in advance on the _____ day of each _____, commencing on _____. Rent shall be payable to _____ at _____.

2. **SECURITY DEPOSIT.** TENANT shall tender on or before closing $_____ as a security deposit to be applied against damage or changes by TENANT to the PREMISES. Pursuant to Idaho law security deposits cannot be applied to normal wear and tear, must be returned to TENANT within twenty-one [21] days after surrender of the PREMISES and if not returned in full must be accompanied by a signed statement itemizing the amounts lawfully retained, the purpose for retention and a detailed list of expenditures made from the deposit. Security Deposit shall be held by: ☐ LANDLORD ☐ Selling Broker ☐other:_____for the benefit of the parties hereto.

3. **POSSESSION.** TENANT is entitled to possession on the closing of the sale of PREMISES.

4. **TERM.** This Agreement shall terminate on _____ or upon the complete vacancy and surrender of the PREMISES by TENANT, whichever occurs first. Upon termination, any rent paid in advance shall be pro-rated on a daily basis, and the surplus portion shall be refunded to TENANT within 48 hours of termination.

5. **INSURANCE.** LANDLORD agrees to keep the PREMISES insured against fire, personal injury liability and other normal casualties. All proceeds of any such policy shall be payable to LANDLORD alone. LANDLORD shall have no responsibility for insuring anything in or on the Property which belongs to the TENANT. TENANT is ☐strongly encouraged OR ☐required to obtain the proper amount of renters insurance.

6. **TAXES.** LANDLORD shall be responsible for all property taxes associated with the PREMISES during the term of this Agreement.

7. **UTILITIES.** TENANT agrees to pay for all utilities, including garbage collection charges and irrigation assessments, during the term of this Agreement.

8. **IMPROVEMENTS.** TENANT shall not be entitled to make any improvements or alterations in the PREMISES, including painting, during the term of this Agreement without the express written permission of LANDLORD. TENANT will return the PREMISES to LANDLORD in as good a condition as it was upon possession, ordinary wear and tear excepted. TENANT shall be prohibited from allowing liens to be filed against the PREMISES. In the event a lien is recorded against the PREMISES due to TENANT'S actions, or inactions, TENANT shall indemnify LANDLORD from the same and pay any reasonable costs and attorneys fees associated with removal of said lien.

9. **DEFAULT.** Failure of tenant to abide by any term of this Agreement, including the prompt payment of rent, shall constitute a default under this Agreement. Upon default LANDLORD shall be entitled to all legal remedies available under any purchase and sale agreement as well as entitlement to the possession of the property and eviction remedies authorized by Idaho Code Title 6 Chapter 3. Further, due to the special circumstance of the PREMISES being sold to LANDLORD, if TENANT fails to timely surrender the PREMISES precisely when required, TENANT shall be liable to LANDLORD for hold over rent and consequential damages, all of which shall be subject to treble damages, regardless of TENANT'S motive, intent or lack of malice, wantonness or oppression. Or, in place of all damages stated herein, LANDLORD can accept, for each day held over, an amount equal to three times the daily rent indicated herein as liquidated damages.

10. **SUBLETTING OR ASSIGNMENT.** TENANTS may not sublet the PREMISES and may not assign TENANT'S rights under this Agreement.

SCANNED
OCT 17 2025

LANDLORD'S Initials (_____)(_____) Date _____ **TENANT'S** Initials (_____)(_____) Date _____

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

This form was prepared by Elizabeth C Hume I Silvercreek Realty Group I Elizabeth@buyidahorealestate.com I 208-860-5451

InstanetFORMS

11. RELEASE OF REAL ESTATE BROKERAGES. LANDLORD and TENANT release all real estate brokerages, their licensees and employees, and agree to indemnify all brokers, their licensees and employees from any and all claims arising as a result of this Agreement or the TENANTSs possession of the PREMISES.

12. ATTORNEY'S FEES. If either party initiates or defends any arbitration or legal action or proceedings which are in any way related to 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.

13. SMOKE DETECTOR. It is TENANT'S responsibility to maintain the smoke detector(s) as specified by the manufacturer, including monitoring and replacement of batteries, if required.

14. LEAD PAINT DISCLOSURE: The PREMISES ☐is ☐is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils **regardless of the source of the lead**. If yes, TENANT hereby acknowledges the following: (a) TENANT has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", and (b) TENANT acknowledges there is a potential for the presence of lead-based paint hazards in said PREMISES. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

15. MOLD DISCLAIMER: TENANT is hereby advised that mold and/or other microorganisms may exist in the PREMISES. TENANT acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/ or other microorganisms and to hold LANDLORD and any Broker or agent representing LANDLORD or TENANT harmless from any liability or damages (financial or otherwise) relating to such matters.

14. OTHER TERMS AND/OR CONDITIONS: _____

LANDLORD: _____ **Date:** _____

LANDLORD: _____ **Date:** _____

TENANT: _____ **Date:** _____

On file

TENANT: _____ **Date:** _____

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

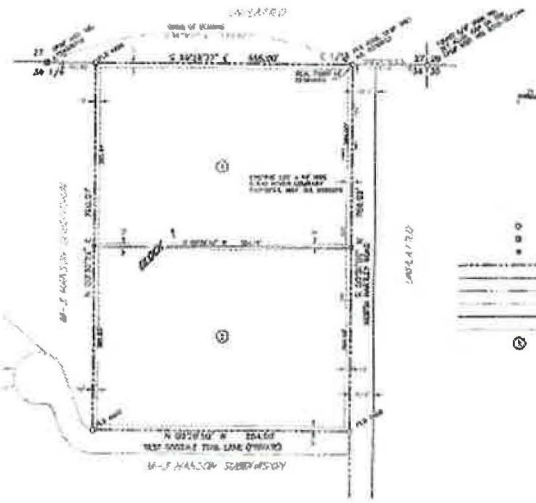
This form was prepared by Elizabeth C Hume I Silvercreek Realty Group I Elizabeth@buyidahorealestate.com I 208-860-5451

InstanetFORMS

SCANNED
OCT 17 2025

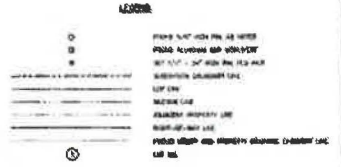
DocuSign Envelope ID: 3001F8B9-FFB2-49CE-8019-EB8E9B1C81E3

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34,
T.5N., R.1W., B.M., ADA COUNTY, IDAHO
2015





SCALE: 1" = 100'





DS

December 9, 2020 | 10:11 PST

TTM

December 9, 2020 | 09:48 PST

DTP SURVEYING, LLC
Professional Land Surveyors

DocuSign Envelope ID: 3001F8B9-FFB2-49CE-8019-EB8E9B1C81E3

DS December 9, 2020 | 10:11 PST

DS December 9, 2020 | 09:48 PST

4795 N Hartley Rd Property Data

House:

New roof summer of 2020 with transferable warranty.

New Carpet 2019.

New paint inside and out summer of 2020.

Added two Propane Heat stoves 2018 (Quadrafire and Jotul)

New window drapes 2019

New dishwasher 2020

New microwave 2020

Barn:

Erected 2019

Size – 34' x 42'

Doors and wood to complete south side of building included.

Two additional sliding doors for east and west sides included

Shop:

Size – 31' x 39'

Pellet Stove heat

200 Amp Service

2 12' Doors

Finished loft 32' x 35' with driveway to loft entrance

New paint and carpet in loft

Well:

New 5 hp variable speed pump

Flow capacity of 55 gpm

Water rights for irrigation

Irrigation in place for ½ acre expandable to 3 acres

60 40' 3" hand lines included

SCANNED
OCT 17 2025

DocuSign Envelope ID: 3001F8B9-FFB2-49CE-8019-EB8E9B1C81E3

DocuSign Envelope ID: 3001F8B9-FFB2-49CE-8019-EB8E9B1C81E3

RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Seller's Name(s): James Jensen Adrienne Jensen Date: 11/02/2020

Property Address: 4795 N Hartley Rd Eagle ID 83616

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, **SELLERS** of such newly constructed and non-exempt existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions **1, 2, and 3**.

1. *Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?*
   ☐Yes ☐No ☒Do Not Know ☐**The property is already within city limits**
2. *Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?*
   ☐Yes ☒No ☐Do Not Know ☐**The property is already within city limits**
3. *Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?*
   ☐Yes ☒No ☐Do Not Know ☐**The property is already within city limits**

THE PURPOSE OF THE STATEMENT: This is a statement made by the **SELLER** of the conditions and information concerning the property known by the **SELLER**. This is NOT a statement of any agent representing the SELLER and no agent is authorized to make representations, or verify representations, concerning the condition of the property. Unless otherwise advised, the **SELLER** does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the **SELLER** possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential **BUYER.** Unless otherwise advised, the **SELLER** has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This disclosure is not a warranty of any kind by the **SELLER** or by any agent representing the **SELLER** in this transaction. It is not a substitute for any inspections. The **BUYER** is encouraged to obtain his/her own professional inspections.

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	**None/Not Included**	**Working**	**Not Working**	**Do Not Know**	**Remarks**
Built-in Vacuum System	X				
Clothes Dryer		X			
Clothes Washer		X			
Dishwasher		X			
Disposal		X			
Refrigerator		X			
Kitchen Vent Fan/Hood		X			
Microwave Oven		X			
Oven(s)/ Range(s)/Cook top(s)		X			
Trash Compactor	X				
ELECTRICAL SYSTEMS SECTION	**None/Not Included**	**Working**	**Not Working**	**Do Not Know**	**Remarks**
Security System(s)		X			The system is not currently monitored
Garage Door Opener(s)/Control(s)		X			
Light Fixtures		X			
Smoke Detector(s)/Fire Alarm(s)		X			
Carbon Monoxide Detector(s)		X			

SCANNED
OCT 17 2025

December 9, 2020 | 09:48

SELLER'S Initials (JJ) (aj) Date 11/03/2020

BUYER'S Initials ( ) ( ) Date

December 9, 2020 |

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

This form was prepared by Julene P Webb | Group One Sotheby's Int'l Realty | jwebb@grouponesir.com | 208-972-3598

InstanetFORMS

PROPERTY ADDRESS: 4795 N Hartley Rd Eagle ID 83616

HEATING & COOLING SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Attic Fan(s)	X				
Central Air Conditioning		X			
Room Air Conditioner(s)	X				
Evaporative Cooler(s)	X				
Fireplace(s)		X			
Fireplace Insert(s)		X			
Furnace/Heating System(s)		X			
Humidifier(s)	X				
Wood/Pellet Stove(s)		X			
Air Cleaner(s)		X			filters in the heat pumps

FUEL TANK SECTION	N/A ( )	Propane (X)	Oil ( )	Diesel ( )	Gasoline ( )	Other ( )
Location:			Size:			
In Use: ( )	Not In Use: ( )	Above Ground: (X)	Buried: ( )	Owned: ( )	Leased: (X)	

MOISTURE & DRAINAGE CONDITIONS SECTION	Yes	No	Do Not Know	Remarks
Is the property located in a floodplain?		X		
Are you aware of any site drainage problems?		X		
Has there been any water intrusion or moisture related damage to any portion of the property, including, but not limited to, the crawlspace, floors, walls, ceilings, siding, or basement, based on flooding; moisture seepage, moisture condensation, sewer overflow/ backup, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?		X		
Have you had the property inspected for the existence of any types of mold?		X		
If the property has been inspected for mold, is a copy of the inspection report available?		X		
Are you aware of the existence of any mold-related problems on any interior portion of the property, including but not limited to, floors, walls, ceilings, basement, crawlspaces, and attics, or any mold-related structural damage?		X		
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?		X		

WATER & SEWER SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Hot Tub/Spa and Equipment		X			
Pool and Pool Equipment		X			
Plumbing System – Faucets and Fixtures		X			
Water Heater(s)		X			
Water Softener (owned)				X	water softener included, we never used
Water Softener (leased)	X				
Landscape Sprinkler System		X			some rtepairs are needed.
Septic System		X			
Sump Pump/Lift Pump	X				

SEWER SYSTEM TYPE SECTION	Public System (City/Municipal)	Community System	Private System	Other/Remarks
Property Sewer Provided By:			X	

If a private system, please provide the following information about the septic system:	Date Last Pumped 10/ /2017	Is there a Maintenance Fee? ☐Yes ☒No	If Yes, list amount & explain monthly or annual fee?

	Yes	No	Do Not Know	Other/Remarks
If a private septic system, is there a shared drain field?		X		

SELLER'S Initials (JJ) (aj) Date 11/03/2020 BUYER'S Initials ( ) Date December 9, 2020

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

This form was prepared by Juiene P Webb | Group One Sotheby's Int'l Realty | jwebb@grouponesir.com | 208-972-3598

InstanetFORMS

PROPERTY ADDRESS: 4795 N Hartley Rd Eagle ID 83616

WATER SOURCE & TYPE SECTION	Public System (City/Municipal)	Community System	Private System (Well, Cistern, etc)	Other/Remarks
Domestic Water Provided By:			X	
Landscape Water Provided By:			X	
Irrigation Water Provided By:			X	
	Yes	**No**	**Do Not Know**	**Other/Remarks**
Shared Well				
Shared Well Agreement				
ROOF SECTION: Age: 4 months UNKNOWN ☐	**Yes**	**No**	**Do Not Know**	**Remarks**
Is there present damage to the roof?		X		
Does the roof leak?		X		
SIDING SECTION: Age: UNKNOWN ☑				
Are there any problems with the siding?		X		original siding when the house was built
HAZARDOUS CONDITIONS SECTION	**Yes**	**No**	**Do Not Know**	**Remarks**
Are you aware of any asbestos, radon, or other toxic or hazardous materials on the property?		X		
Is there a radon mitigation system?			X	
Are you aware if the property has ever been used as an illegal drug manufacturing site?			X	
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?		X		
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?	X			I have Orkin under contract for termite prevention.
Is there any damage due to wind, fire, or flood?		X		
OTHER DISCLOSURES SECTION	**Yes**	**No**	**Do Not Know**	**Remarks**
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, restrictive covenants, etc.?		X		
Has the property been surveyed since you owned it?		X		
Have you received any notices by any governmental or quasi-governmental entity affecting this property; i.e. Local improvement district (LID) or zoning changes, etc.?		X		
Are there any structural problems with the improvements?		X		
Are there any structural problems with the foundation?		X		
Have any substantial additions or alterations been made without a building permit?		X		
Has the fireplace/wood stove/chimney/flue been cleaned?		X		
Has the fireplace/wood stove/chimney/flue been inspected?	X			when installed and permitted

SELLER'S Initials (JJ) (aj) Date 11/03/2020 BUYER'S Initials ( ) Date December 9, 2020 | 08:48 December 9, 2020 | 1

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

This form was prepared by Julene P Webb | Group One Sotheby's Int'l Realty | jwebb@grouponeidaho.com | 208-972-3598

SCANNED OCT 17 2025

InstanetFORMS

PROPERTY ADDRESS: 4795 N Hartley Rd Eagle ID 83616

OTHER DISCLOSURES SECTION	Yes	No	Do Not Know	Remarks
Are you aware or is there reason to believe that the home is located in a historic district or is a historic landmark?		X		
Are all mineral rights appurtenant to the property included, unencumbered, and part of the sale of this property?	X			
Has the home on this property ever been moved?		X		
Have you ever filed a homeowner's insurance claim on the property?		X		
Is there a Home/Condo Owner's Association?		X		
Is there a private road to this property?		X		
Is there a shared road agreement for this property?		X		
ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION:	**Yes**	**No**	**Do Not Know**	**If yes, explain in the lines below**
Are you aware of any other existing problems concerning the property including legal, physical, product defects or other items that are not already listed?		X		

The **SELLER** certifies that the information herein is true and correct to the best of the **SELLER'S** knowledge as of the date signed by the **SELLER**. The **SELLER** is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SELLER and BUYER understand and acknowledge that the statements contained herein are the representations of the **SELLER** regarding the condition of the property. No statement made herein is a statement of a **SELLER'S** agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. **SELLER and BUYER** also understand and acknowledge that **SELLER** in no way warrants or guarantees the above information regarding the property. **SELLER and BUYER** also understand and acknowledge that, unless otherwise specifically set forth, no agent of the **SELLER** is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. **BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.**

SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrant or guarantee the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

Authentisign James Jensen 11/03/2020
SELLER 4/11/2020 9:46:04 AM MST DATE

Authentisign Adrienne Jensen 11/03/2020
SELLER 4/11/2020 9:45:17 AM MST DATE

BUYER hereby acknowledges receipt of a copy of this disclosure **BUYER** may only exercise BUYER'S statutory right to rescind the purchase and sale agreement within **three (3) business days** following receipt of this disclosure statement by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. Per statute BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of statutory rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the **three (3) business day** period, BUYER's statutory right to rescind is waived. The statutory rescission referenced in this section is separate and distinct from, and does not affect, any rescission, cancellation, or contingency term enumerated in any other written document related to this transaction, including but not limited to the purchase and sale agreement.

Timothy T Merrifield December 9, 2020 | 09:48 PST
BUYER DATE

December 9, 202
BUYER DATE

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial **SELLER'S** Property Condition Disclosure Form previously acknowledged, **SELLER** hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the **SELLER** states that there have been no changes to the information contained in the initial **SELLER'S** Property Condition Disclosure Form. **IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.**

SELLER hereby acknowledges receipt of this amended form:

SELLER DATE **SELLER** DATE

BUYER hereby acknowledges receipt of a copy of this amended disclosure **BUYER** may only exercise BUYER'S statutory right to rescind the purchase and sale agreement within **three (3) business days** following receipt of this amended disclosure statement by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. Per statute BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of statutory rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the **three (3) business day** period, BUYER's statutory right to rescind is waived. The statutory rescission referenced in this section is separate and distinct from, and does not affect, any rescission, cancellation, or contingency term enumerated in any other written document related to this transaction, including but not limited to the purchase and sale agreement.

BUYER DATE **BUYER** DATE

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

This form was prepared by Julene P Webb | Group One Sotheby's Int'l Realty | jwebb@grouponesir.com | 208-972-3598

InstanetFORMS

DocuSign Envelope ID: 3001F8B9-FFB2-49CE-8019-EB8E9B1C81E3

DS

DS

State of Idaho
Department of Water Resources

Permit To Appropriate Water

63-34095

December 9, 2020 | 10:11 PST
December 9, 2020 | 09:48 PST

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.035 0.07 0.14 Miles

N

SCANNED
OCT 17 2025

Map produced on October 21, 2020

RE-14 BUYER REPRESENTATION AGREEMENT
(EXCLUSIVE RIGHT TO REPRESENT)

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.

DATE: 12/08/2020 **AGENT:** Elizabeth C Hume
Acting as Agent for the Broker

1. BUYER Timothy Tobin Merrifield Angela Lynn Merrifield

retains Krista Deacon **Broker of** Silvercreek Realty Group
as exclusive Buyer Broker (hereinafter referred to as Broker), where the BUYER is represented by one Broker only for time herein set forth and for the express purpose of Representing BUYER in the purchase, lease, or optioning of real property referenced below. Further, BUYER agrees, warrants and acknowledges that BUYER has not and shall not enter into any buyer representation agreement with another broker in the state of Idaho as a broker for BUYER during the effective term of this agreement, unless otherwise agreed to in writing by BUYER and above-listed Broker. BUYER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for compensation claimed or owed during the effective term of this agreement. By appointing Broker as BUYER'S exclusive agent, BUYER agrees to conduct all negotiations for property through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, salespersons, prospective sellers, or any other source, during the time this Buyer Representation Agreement is in effect. BUYER desires to purchase, lease, or option the real estate described below:

☑Residential ☐Residential Income ☐Commercial ☐Vacant Land ☐Custom Build Job
☐Other_____
Applicable City(s)_____, Idaho;
Applicable County(s) Ada
Other Description: (i.e., geographical area, price, etc.)_____

2. TERM OF AGREEMENT: This BUYER REPRESENTATION AGREEMENT (herein after referred to as Agreement) is in force from date 12/08/2020 and will expire at 11:59 p.m. on date 05/31/2021, or upon closing of escrow of such property purchased through this agreement whichever is sooner. If the BUYER accepts an offer to purchase or exchange, the terms of this Agreement shall be extended through the closing of the transaction.

3. BROKER REPRESENTATIONS AND SERVICES: The Broker and Broker's agent representing a BUYER are agents of the BUYER. Broker will use reasonable efforts as BUYER'S agent to locate property as described in Section One hereof from the information available in the Multiple Listing Service (MLS) and from other sources for unlisted property that the Broker may be aware of when applicable as set forth in Section One. The Broker's duty to locate property for the BUYER is limited to the properties that the Broker is aware of and does not include a duty to discover every unlisted property that may be privately advertised. Broker shall make submissions to BUYER describing and identifying properties that substantially meet the criteria set forth in Section One, for consideration of the BUYER and Broker agrees to negotiate acceptance of any offer to purchase or lease such property.

4. TRANSACTION RELATED SERVICES DISCLAIMER: BUYER understands that Broker is qualified to advise BUYER on general matters concerning real estate but may not offer legal advice and is not an expert in matters of law, tax, financing, surveying, structural conditions, property inspections, water rights, mineral rights, hazardous materials, or engineering. BUYER acknowledges that Broker advises BUYER to seek expert assistance for advice on such matters. Broker cannot warrant the condition of property to be acquired or guarantee that all material facts are disclosed by the Seller. **Broker will not investigate the condition of any property including without limitation:** the status of permits, zoning, location of property lines, square footage, **marketability of title, applicability or enforceability of CC&R's,** possible loss of views and/or compliance of the property with applicable laws, codes or ordinances and BUYER must satisfy themself concerning these issues by obtaining the appropriate expert advice. The Broker or Broker's agent may, during the course of the transaction, identify individuals or entities who perform services including BUT NOT LIMITED TO the following; home inspections, service contracts, appraisals, environmental assessment inspections, code compliance inspections, title insurance, closing and escrow services, loans and refinancing services, construction and repairs, legal and accounting services, and/or surveys. The BUYER understands that the identification of service providers is solely for BUYER'S convenience and that the Broker and its agent are not guaranteeing or assuring that the service provider will perform its duties in accordance with the BUYER'S expectations. BUYER has the right to make arrangements with any entity BUYER chooses to provide these services. BUYER hereby releases and holds harmless the Broker and Broker's agent from any claims by the BUYER that service providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the BUYER'S expectations. In the event the BUYER requests Broker to obtain any products or services from outside sources, **BUYER agrees to pay for them immediately when payment is due.** For example: surveys or engineering, environmental and/or soil tests, title reports, home or property inspections, appraisals, etc.

5. FINANCIAL INFORMATION: BUYER agrees to provide Broker and/or Broker's agent with certain pertinent financial information necessary to prove ability to purchase desired property.

6. OTHER POTENTIAL BUYERS: BUYER understands that other potential buyers may consider, make offers on, or purchase through Broker the same or similar properties as BUYER is seeking to acquire. BUYER consents to Broker's representation of such other potential buyers before, during, and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties.

BUYER'S Initials (TTM) (ALM) **Date:** December 9, 2020 | 10:11 PST December 9, 2020 | 09:48 PST

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

BUYER'S NAME(S) Timothy Tobin Merrifield Angela Lynn Merrifield

7. LIMITS OF CONFIDENTIALITY OF OFFERS: BUYER understands that an offer submitted to a seller, and the terms thereof may not be held confidential by such seller or seller's representative unless such confidentiality is otherwise agreed to by the parties.

8. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY: The undersigned BUYER(S) have received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned BUYER(S) understand that the brokerage involved in this transaction may be providing agency representation to both the BUYER(S) and the Seller. The undersigned BUYER(S) each understands that, as an agent for both BUYER/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors motivating the BUYER/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by §54-2085, Idaho Code. The undersigned BUYER(S) each understands that a limited dual agent does not have a duty of undivided loyalty to either client.

The undersigned BUYER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in §54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES: BUYER acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other BUYERS and for Sellers in the sale of the property. BUYER has been advised and understands that it may create a conflict of interest for Broker to introduce BUYER to a Seller Client's property because Broker could not satisfy all of its Client duties to both BUYER Client and Seller Client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, BUYER makes the following election.** (Make one election only)

DS DS

TTM, _____
Initials

Limited Dual Agency and/or Assigned Agency

BUYER DOES WANT to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the BUYER and Seller in the introduction of BUYER to such Seller client's property and in the preparation of any contract of sale which may result. BUYER authorizes Broker to act in a **limited dual agency** capacity. Further, BUYER agrees that Broker may offer, but is not obligated to offer, **assigned agency** representation, and if offered by the Broker, BUYER authorizes Broker to act in such capacity.

OR

_____ / _____
Initials

Single Agency

BUYER DOES NOT WANT to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the BUYER to any Seller client's property.

9. NON-DISCRIMINATION: The parties agree not to discriminate against any prospective Seller or Lessor because of race, religion, creed, color, sex, marital status, national origin, familial, or handicapped status of such person.

10. SEVERABILITY CLAUSE: 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 enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

12. DEFAULT / ATTORNEY'S FEES: In the event of default by BUYER under this Agreement, Broker shall be entitled to the Fee that Broker would have received had no default occurred, in addition to other available legal remedies. In the event of any suit or other proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all costs incurred relative to such suit or proceeding, including fees and costs upon appeal. Venue of any action arising out of this Agreement shall be in the court of the county in which Broker's office is located.

13. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, 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, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency

BUYER'S Initials (TTM)(____) Date: December 9, 2020 | 10:11 PST December 9, 2020 | 09:48 PST

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

SCANNED OCT 17 2025

This form was prepared by Elizabeth C Hume | Silvercreek Realty Group | Elizabeth@buyidahorealestate.com | 208-860-5451

InstanetFORMS

BUYER'S NAME(S) Timothy Tobin Merrifield Angela Lynn Merrifield

shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

14. COMPENSATION OF BROKER: In consideration of the services to be performed by the Broker, BUYER agrees that broker may be compensated in any of the following ways: Check all that apply.

☒ A. If the property is subject to a listing agreement with the Broker's Company or a cooperating Broker through the Multiple Listing Service (MLS) or otherwise, the fee will be the amount equal to the compensation offered by the aforementioned Brokers but not less than 3 % of the selling price. BUYER agrees to pay to the Broker any difference between the amount received from the aforementioned Brokers and the stated minimum.

☒ B. If the property is not subject to a Listing Agreement, such as a For Sale By Owner or a Custom Build Job, the BUYER agrees that the Broker will be paid a fee of not less than 3 % of selling price **OR** $_____The Broker shall first seek to obtain this fee through the transaction paid by the Seller. If the fee cannot be obtained through the Seller, the BUYER will be responsible for such fee stated above.

☐ C. If the property is leased by BUYER, then BUYER agrees to pay a total brokerage fee of the greater of: _____% of the total Base Rent OR _____ month's rent OR a one-time flat fee of $_____. The Broker shall first seek to obtain this fee through the transaction paid by the lessor. If the fee cannot be obtained through the lessor, then BUYER will be responsible for the fee. 'Base Rent' is defined as the specific minimum rent owed by BUYER to lessor each year. In addition, if the lease is a 'lease to own' contract, or if the BUYER exercises an option to purchase under the lease, then in addition to the compensation for lease procurement specified in this paragraph (C), Broker shall also be entitled to any compensation for sale as enumerated in paragraphs (A) or (B) above.

☐ D. Retainer Fee. BUYER will pay Broker a non-refundable retainer fee of $_____ due and payable upon signing of this Agreement. Retainer fee ☐shall ☐shall not be credited against any compensation set forth in paragraph A or B.

☐ E. Hourly rate. BUYER will pay Broker at the rate of $_____ per hour for the time spent by Broker pursuant to this Agreement to be paid when billed whether or not BUYER acquires or leases property. The fee ☐shall ☐shall not be credited against any compensation as set forth in paragraph A, B, or C.

This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within 90 calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the property acquired or leased by the BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term of this Agreement. The fee shall be paid at closing or lease execution unless otherwise designated by the Broker in writing. The closing agent for this transaction is hereby authorized to pay the above-mentioned compensation at closing.

In the event BUYER purchases any property as described in Section 1 above without using the representation of the Broker named above within the time this agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to 1 % of the selling price of the property acquired or $_____.

15. OTHER TERMS AND CONDITIONS: _____

16. COMMUNICATION: Failure of BUYER to reasonably maintain communication with BROKER is a breach of this agreement.

17. TRANSMISSION OF DOCUMENTS: 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 the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

18. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agrees that if BUYER uses, or authorizes the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

19. AUTHORITY OF SIGNATORY: If BUYER 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.

20. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT The terms hereof, and any addendums or exhibits constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties. December 9, 2020 | 09:48 PST

BUYER'S Initials (TM) (AM) **Date:** December 9, 2020 | 10:11 PST

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

BUYER'S NAME(S) Timothy Tobin Merrifield Angela Lynn Merrifield

21. FORCE MAJEURE: Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's timely performance of this agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided or overcome by exercising reasonableness or diligence. Force Majeure Events include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

22. ACCESS. BUYER acknowledges that by entering into this contract BUYER is requesting Broker to provide BUYER access to real property owned by third parties and that it is impossible for Broker to screen and/or monitor the individuals who reside in and/or own real property listed for sale or rent. Therefore, BUYER shall hold Broker harmless from all liability resulting from accessing real property, including but not limited to, liability arising from exposure to disease-causing organisms and objects such as viruses and bacteria.

Timothy T Merrifield December 9, 2020 | 09:48 PST

Buyer Signature Date

Angela Merrifield December 9, 2020 | 10:11 PST

Buyer Signature Date

DocuSigned by: December 9, 2020 | 11

Agent or Broker (on behalf of Brokerage) Signature Date

Elizabeth C Hume

1099 S. Wells Street Ste 200 Meridian ID 83642

Brokerage Address

Address

208-377-0422 208-377-1187

Brokerage Phone Brokerage Fax

Phone Fax

silvercreekfrontdesk@gmail.com

Brokerage Email

Email

Elizabeth@buyidahorealestate.com

Agent/Broker Email

SCANNED

OCT 17 2025

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

DocuSign Envelope ID: 3001F8B9-FFB2-49CE-8019-EB8E9B1C81E3

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions



Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.



Effective July 1, 2020

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285
irec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: Silvercreek Realty Group **Phone:** 208-377-0422

RECEIPT ACKNOWLEDGED

Rev 07/01/20

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure. **This document is not a contract, and signing it does not obligate you to anything.**

Signature Docusigned by: Lindsay Pennington Date December 9, 2020 | 09:48 PST

Signature Docusigned by: Date December 9, 2020 | 10:11 PST

SCANNED
JAN 12 2021

TRANSACTIONS TransactionDesk Services

Proof Report

Water Permit 63-34095

Owner Type	Name and Address
Current Owner	ADRIENNE JENSEN 4795 N HARTLEY RD EAGLE, ID 83616-1565 (425) 736-0631
Current Owner	JIM JENSEN 4795 N HARTLEY RD EAGLE, ID 83616-1565 (425) 736-0631
Original Owner	STEVE WOODARD 4795 N HARTLEY RD EAGLE, ID 83616 (208) 286-9700
Original Owner	ELLEN WOODARD 4795 N HARTLEY RD EAGLE, ID 83616 (208) 286-9700
Representative	SPF WATER ENGINEERING LLC C/O SCOTT KING 412 E PARKCENTER BLVD STE 100 BOISE, ID 83706-6659 (208) 383-4140

Priority Date: 6/4/2015
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.080 CFS	
	Total Diversion		0.080 CFS	

Source and Point(s) of Diversion:

GROUND WATER	NWNE	Sec. 34, Twp 05N, Rge 01W, ADA County

Place Of Use:
IRRIGATION within ADA County

SCANNED
OCT 17 2025

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	01W	34		4.0															4.0

POU Total Acres: 4.0

Conditions of Approval:

1.	26A	Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
2.	R65	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
3.	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.
4.	046	Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5.	121	The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

Comments:

1 dmerriman 10/26/2015 POD
Updated Shape

2 dmerriman 10/26/2015 POU
Updated Shape

3 dmerriman 3/3/2016 Split right
This permit was split in a partial assignment of permit. 4 acres of irrigation and one point of diversion stayed with 63-34095 and 5 acres and one point of diversion split to form 63-34204.

4 Ownership Change 3/3/2016 Split Right
Split into 63-34204

5 dmerriman 3/3/2016 POD
Updated Shape

6 dmerriman 3/3/2016 POU
Updated Shape

7 djudd 9/18/2020 Extension of Time

SCANNED
OCT 17 2025

Extension request filed and granted based on due diligence pursuant to Idaho Code § 42-204(3)(f). The 5 years originally granted and the 5 years of this extension brings the development period up to the end of the 10 year period allowed under Idaho Code § 42-204(3)(f) . Proof due extended to 11/1/2025.

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

SCANNED
OCT 17 2025

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

October 20, 2025

TIMOTHY TOBIN MERRIFIELD
ANGELA LYNN MERRIFIELD
4795 N HARTLEY RD
EAGLE ID 83616-1565

Re: Change in Ownership for Water Right No(s): 63-34095

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 .

Sincerely,

Julie Adams

Julianna Adams
Technical Records Specialist 1

Enclosure(s)

SCANNED
OCT 17 2025

Julianna Adams

From: Julianna Adams
Sent: Thursday, October 2, 2025 7:19 AM
To: Tim Merrifield
Cc: angela.m@mac.com
Subject: RE: Notice of Change in Water Right Ownership for Water Right Permit 63-34095

Hello Tim,

That will work, thank you so much.

IDAHO DEPARTMENT OF
WATER RESOURCES
Julie Adams | Technical Records Specialist 1
322 E Front St, PO Box 83720, Boise, ID 83720
(208) 287-4945 | www.idwr.idaho.gov

From: Tim Merrifield <tim.merrifield@gmail.com>
Sent: Wednesday, October 1, 2025 5:38 PM
To: Julianna Adams <julie.adams@idwr.idaho.gov>
Cc: angela.m@mac.com
Subject: Re: Notice of Change in Water Right Ownership for Water Right Permit 63-34095

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Hello Julie,

Attached is a copy of my grant deed I received from the Ada County Clerks office, I hope this will meet the requirements.

Thanks,
Tim

SCANNED
OCT 17 2025

On Tue, Sep 30, 2025 at 2:15 PM Julianna Adams <julie.adams@idwr.idaho.gov> wrote:

The Department of Water Resources (Department) acknowledges receipt of the Statement of Completion (Proof) and Notice of Change in Water Right Ownership (Ownership Change) you submitted for permit 63-34095. Our review of your Ownership Change indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of your submitted Ownership Change and supporting documentation we found that we will need different evidence of water right ownership to proceed. The supporting document that we received is a Real Estate Purchase and Sale Agreement and is not an acceptable document for the Ownership Change process. If we do not receive the necessary information within 30 days (October 30, 2025), we will return your Ownership Change and Proof with all attachments, and your Ownership Change and Proof will not be processed.

The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located.

Please note, Items that are not conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Please be advised that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the Department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any Department office or at the Department's website at www.idwr.idaho.gov .

If you have any questions concerning this matter, please contact me email or phone.

Thank you,

IDAHO DEPARTMENT OF
WATER RESOURCES

SCANNED
OCT 17 2025

Julie Adams | Technical Records Specialist 1

TIMOTHY T. MERRIFIELD
ANGELA L. MERRIFIELD

4795 N HARTLEY RD. EAGLE ID. 83616
408-391-1144
tim.merrifield@gmail.com

angela.m@mac.com

RECEIVED
SEP 30 2025
DEPT. OF WATER RESOURCES

September 29th, 2025

Idaho Department of Water Resources
322 E Front St. Suite 648
Boise ID 83720

Dear Julie Adams:

Pursuant to the notice we've received from you regarding out water rights (#63-34095), enclosed please find our "Notice of change in water right ownership" form along with our "Statement of Completion" form.

I've also enclosed a copy of our home's purchase agreement as proof of ownership along with a $25 check for transfer of ownership and a $50 check for the statement of completion. Please don't hesitate to reach out if you need any additional information.

Sincerely,

TIMOTHY T. MERRIFIELD
ANGELA L. MERRIFIELD

SCANNED
OCT 17 2025