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DISTRICT COURT - CSRBA Fifth Judicial District County of Twin Falls - State of Idaho	
FEB 23 2024	
By _____	Clerk
_____	Deputy Clerk

Attorneys for Claimant/Objector Brian T. Farley

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In re CSRBA

Case No. 49576

Subcase Nos. 95-16445 and 95-18409

**DECLARATION OF TRAVIS L.
THOMPSON IN SUPPORT OF
RESPONSE IN OPPOSITION TO
CLAIMANT GIDEONS' MOTION FOR
SUMMARY JUDGMENT REGARDING
CLAIM NO. 95-18409**

I, Travis L. Thompson, hereby declare and state as follows:


1. I am duly licensed to practice law in the State of Idaho and before this Court, and I am an attorney with the firm Marten Law LLP. I am over the age of 18 and make this declaration based upon my own personal knowledge. I am an attorney representing Brian Farley ("Farley") in these consolidated subcases.
2. Attached hereto as **Exhibit A** is a true and correct copy of the *RE-14 Buyer Representation Agreement* signed by Arthur and Katherine Gideon on April 24, 2019.

The document was admitted as an exhibit in the trial in Case No. CV28-20-2706 and provided to me by Michael Bissell, Mr. Farley's counsel in that matter.

3. Attached hereto as **Exhibit B** is a true and correct copy of the *Notice of Filing Director's Report for Basin 95, Part 2, Water Rights* filed with the CSRBA Court on February 26, 2019. I downloaded a copy of this *Notice* from the CSRBA's website.
4. Attached hereto as **Exhibit C** is a true and correct copy of the CSRBA Court's docket sheet dated March 7, 2019 showing that Director's Reports were filed for Brian Farley's claims 95-16445 and 95-17752 on February 26, 2019.
5. Attached hereto as **Exhibit D** is a true and correct copy of the *RE-25 Seller's Property Condition Disclosure Form* signed by Brian Farley on November 20, 2018. The document was admitted as an exhibit in the trial in Case No. CV28-20-2706 and was provided to me by Michael Bissell, Mr. Farley's counsel in that matter.
6. Attached hereto as **Exhibit E** is a true and correct copy of North Idaho Pump Company's report dated July 7, 2017 documenting the well test Mr. Farley had performed on the Upper Well. The document was admitted as an exhibit in the trial in Case No. CV28-20-2706 and was provided to me by Michael Bissell, Mr. Farley's counsel in that matter.

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

DATED this 23rd day of February, 2024.


Travis L. Thompson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 23rd day of February, 2024, I caused to be served a true and correct copy of the foregoing to the following:

Clerk of the Court
CSRBA
253 3rd Ave. North
P.O. Box 2707
Twin Falls, Idaho 83303-2707

☐ U.S. Mail, postage prepaid
☒ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email

Andy Waldera
Sawtooth Law Office
1101 W. River St., Suite 110
Boise, Idaho 83702

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☒ Email

Director of IDWR
Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

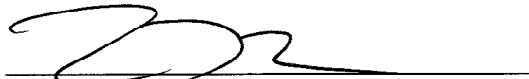
☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, Idaho 83720-0010

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email

United States Dept. of Justice
Environment & Natural Resources Division
550 W Fort Street, MSC 033
Boise, Idaho 83724

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email


Travis L. Thompson

Exhibit

A



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

JULY 2017 EDITION
Page 1 of 3



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: April 23, 2019

AGENT: Patricia Ellis

Acting as Agent for the Broker

1. BUYER Arthur V and Katherine M Gideon

retains Bette Zerba

Broker of Professional Realty Svcs ID

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) Coeur D'Alene, Post Falls, Rathdrum, Oldtown, Idaho

Applicable County(s) Kootenai County Bonner & Boundary Counties

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 Apr 23, 2019 and will expire at 11:59 p.m. on date Oct 22, 2019, or upon closing of escrow of such property purchased through this agreement whichever is sooner.

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, valuations, 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, possible loss of views and/or compliance of the property with applicable laws, codes or ordinances and BUYER must satisfy themselves 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 (A.V.) (K.M.) Date: 4/24/2019

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RE-14 BUYER REPRESENTATION AGREEMENT

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Sample: 013903-300155-6072-27

Prepared by Patricia Ellis | Professional Realty Svcs ID | patricia52@gmail.com | 8883025550

10/1/19

Kootenai County Case No.: CV28-20-2706
Arthur V. Gideon, et ux. v. Brian T. Farley, et al.

Defendants/Counterclaimant Exhibit No.: N
Trial Date: 6/6/2022

BUYER'S NAME(S) Arthur V and Katherine M Gideon

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)

AB KG
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

AB
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 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 actions taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

BUYER'S Initials AB KG Date: 4/24/2019

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RE-14 BUYER REPRESENTATION AGREEMENT

Page 2 of 3

Serial: 013903-320133-6072927

Procured by Patricia Ellis | Professional Ready Service ID | path.e-4527@gmail.com | 8823025550

Forms Simplified

BUYER'S NAME(S) Arthur V and Katherine M Gideon

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 each 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 3% of the contract or purchase 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 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.

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. **TIME IS OF THE ESSENCE IN THIS AGREEMENT:** The terms hereof 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.

Buyer Signature Arthur V and Katherine M G Date 4/24/19 Agent or Broker (on behalf of Brokerage) Signature Patricia B Ellis Date 4/24/19

Buyer Signature Katherine M Gideon Date 4/24/19 Brokerage Address 714 W Appleway Ste 102, Coeur d'Alone, ID 83814

Address 2690 State Route 137, London, Ohio 43140 Brokerage Phone (509) 808-4822 Brokerage Fax (509) 241-0336

Phone Fax Brokerage Email belle@psadmin.com

Email av_kmgideon@frontier.com Agent/Broker Email pattyellis52@gmail.com

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Exhibit
B

**NOTICE OF FILING DIRECTOR'S REPORT
FOR BASIN 95, PART 2, WATER RIGHTS**

DISTRICT COURT - CSRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

FEB 26 2019

By

The Director of the Idaho Department of Water Resources (IDWR) has filed with the Coeur d'Alene-Spokane River Basin Adjudication (CSRBA) District Court the Director's Report for Basin 95, Part 2, Water Rights (Director's Report). A map of the area covered by the Director's Report is attached to this Notice. The Director's Report contains the Director's recommendation to the CSRBA Court as to how each of your claimed water rights should be decreed in the CSRBA. The Director's Report also includes General Provisions for Basin 95, Part 2, which may apply to your water right.

Why am I getting this mailing?

You have received this mailing because you filed one or more claims in the CSRBA. This mailing contains the Director's recommendations to the CSRBA Court of your claims. IDWR is providing individual reports like this one to all claimants of water rights in the Basin 95, Part 2, area. Your mailing does not contain the Director's recommendations of any claims other than your own. Should you wish to review the Director's recommendations of other claims in Basin 95, Part 2, you may do so. Instructions are found below for reviewing the water rights of others.

INSTRUCTIONS FOR REVIEWING YOUR OWN WATER RIGHT

The description of your right, which is enclosed, is only the Director's *recommendation* to the CSRBA Court on your water right. The Court will decide how it will decree your water right. You are free to agree or disagree with the Director's recommendation. If you agree with the Director's recommendation, you do not need to do anything, pending further notice as described below. If you disagree with the Director's recommendation, you need to file an objection as described below.

INSTRUCTIONS FOR REVIEWING THE WATER RIGHTS OF OTHERS

The complete Director's Report for Basin 95, Part 2, Water Rights contains recommendations to the CSRBA Court of your water right and other rights in your area claimed under state law. The Director's recommendations in the report are listed in two sections of the report:

- 1) **List of Recommended Water Rights**--Water right recommendations are listed numerically by water right number.
- 2) **List of Claims Recommended to Be Disallowed**--Water rights recommended to be disallowed are listed numerically by water right number. A short statement of the reason for IDWR's recommendation for disallowance is provided.

**Idaho Department of Water Resources
Northern Region**

7600 N. Mineral Drive, Suite 100
Coeur d'Alene, Idaho 83815
(208) 762-2800

Benewah County Courthouse
701 W. College Avenue, Suite 203
St. Maries, ID 83861

**Idaho Department of Water Resources
Eastern Region**

900 North Skyline, Suite A
Idaho Falls, Idaho 83402-1718
(208) 525-7161

**Idaho Department of Water Resources
Southern Region**

650 Addison Ave. W., Suite 500
Twin Falls, Idaho 83301-5858
(208) 736-3033

Kootenai County Courthouse
451 Government Way
Coeur d'Alene, Idaho 83814

**Idaho Department of Water Resources
Western Region**

2735 Airport Way
Boise, Idaho 83705-5082
(208) 334-2190

**Idaho Department of Water Resources
Salmon Field Office**

102 S. Warpath
Salmon, ID 83467-4435
(208) 742-0658

DEFINITIONS OF THE ELEMENTS OF YOUR WATER RIGHT

RIGHT NUMBER: Your water right is identified by a number assigned by IDWR. The first two digits identify IDWR's administrative basin number; for example, 91, 92, 93, 94, or 95.

NAME AND ADDRESS: Your name and address should appear here. IDWR will use the most recent name and address in its records for the water right.

SOURCE: The name and/or type of the source where you divert your water. For example: "*ground water*," "*unnamed spring*," or "*Common Creek*."

QUANTITY: The amount of water recommended in either cubic feet per second (cfs) and/or the volume of water in acre feet per year (AFY).

PRIORITY DATE: The date used to determine the priority of your right in relation to other rights using water from the same source.

POINT OF DIVERSION: The legal location where you divert water from its source; generally described as 1/4 1/4 sections down to a 40-acre tract, or smaller. Other legal descriptions that might be used are government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys, or other survey information.

PURPOSE OF USE: The general category of the type of use you can make of your water. Typical purposes of use include irrigation, domestic, or stock watering.

PERIOD OF USE: The period of time during the year when you can use the water for your right.

PLACE OF USE: The legal location where you use your water right; generally described as 1/4 1/4 sections down to a 40-acre tract. Other legal descriptions that might be used are government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys, or other survey information.

BASIS OF CLAIM: The method that was used to establish your claim. Examples include prior decree, posted notice, beneficial use (historical) method, license, or permit.

IDWR does not investigate or make recommendations regarding federal law based claims.

IDWR will recommend for disallowance those water rights that may have existed at one time but are currently unclaimed in the CSRBA for Basin 95 in a separate, subsequent Director's Report. In other words, if the right was not claimed in either Part 1 or Part 2 of Basin 95, the recommendation for disallowance is forthcoming in another Director's Report.

If you want to review someone else's water right, you need to look at the complete Director's Report which is available at the CSRBA courthouse in Twin Falls and at the locations listed at the end of this notice. Copies of the complete report can be made, but you may be charged for copying and mailing. Maps of the reporting area, as well as other information pertaining to the CSRBA can be accessed on the internet (see enclosed "Water Right Research Using IDWR Internet Tools").

INSTRUCTIONS FOR TAKING A WATER RIGHT CLAIM TO COURT

What do I do if I disagree with a recommendation?

If you disagree with any element of the recommendation for your water right or anyone else's water right and want to be heard in court, file an objection with the CSRBA Court. Objections must be made on the standard objection form ("Standard Form 1") available from any IDWR office or from the CSRBA Court. You may also download a copy of Standard Form 1 from the CSRBA web-site at: www.csrba.idaho.gov.

Your objection must be **received** by the CSRBA Court on or before **Monday, July 15, 2019**. A copy of the objection must be mailed to the claimant of the water right and the Director of IDWR.

What do I do if someone else objects to my water right recommendation?

If someone files an objection to your water right, or anyone else's water right, you may file a response to that objection. Responses to objections must be made on the standard response form ("Standard Form 2") available from any IDWR office or from the CSRBA Court. You may also download a copy of Standard Form 2 from the CSRBA web-site at: www.csrba.idaho.gov.

Your response must be **received** by the CSRBA Court on or before **Friday, August 30, 2019**. A copy of the response must be mailed to the objector to the water right, the claimant (if different from the objector), and the Director of IDWR.

What do I do if I want to participate in the court case on someone else's water right?

If you want to be involved in the court case on any water right in the Director's Report, you must file either an objection or a response by the dates listed above.

What happens if there are no objections to a water right?

After the deadline for filing objections and responses, IDWR will file a list of all water right recommendations with no objections. The CSRBA Court will hear the uncontested recommendations on **Tuesday, October 15, 2019 at 1:30 p.m. (Pacific)** at the CSRBA courthouse. Partial decrees will be issued following this hearing.

How will I know about the proceedings on water right recommendations to which objections were filed?

A notice will be mailed to you for court dates on your water right or for those where you filed an objection or a response. You will not receive notice of court dates on any other water right recommendations.

Additional information regarding water right claims can be found on the CSRBA Court's web-site at: www.csrba.idaho.gov.

Note: The CSRBA Court publishes a monthly Docket Sheet listing all objections and responses filed, as well as when Director's Reports are filed. It does not list court dates for individual water right cases, but provides general information helpful to all participants in the CSRBA.

The Docket Sheet is available at your county courthouse and all IDWR offices, or you may subscribe by contacting the CSRBA Court or IDWR. The annual subscription fee is \$7.50. The Docket Sheet is also available on the CSRBA web-site at: www.csrba.idaho.gov.

The register of action for each water right claim can be found on the CSRBA web-site at: www.csrba.idaho.gov. The register of action includes links for viewing and/or downloading the documents identified in the register of action.

***What if a water right is not in this report? What if a water right claim is filed late?
How do I get notice of IDWR's recommendation for a late claim?***

A water right for Basin 95, Part 2, may not be included in this Director's Report if it was not filed in time for IDWR to investigate and report. These water rights will be reported at a later time in a Director's Report for Late Claims. This report may include recommendations for Basin 95, Part 2, as well as recommendations for other reported CSRBA basins. This report is usually issued once per year. It is the responsibility of all parties to check this report carefully for water rights to which they want to object. No special notice will be sent to you unless you have an ownership interest in a water right being reported. Therefore, if you are interested in the status of water rights belonging to other people that have not yet been recommended by IDWR, you should periodically check the CSRBA Court's docket sheet or the Court's web-site located at www.csrba.idaho.gov.

IMPORTANT INFORMATION REGARDING GENERAL PROVISIONS

General provisions are those parts of the CSRBA Court's decree that apply to all the water rights in a basin, or to classes of similarly situated water rights within a basin. IDWR recommends to the CSRBA Court the general provisions it believes should be decreed in a basin when it files with the Court its Director's Report for the basin.

A copy of the general provisions recommended for Basin 95, Part 2, is also enclosed. The general provisions may also be viewed at the CSRBA District Court in Twin Falls or at the courthouses and IDWR locations listed below. You may also view the general provisions for Basin 95 by going to IDWR's web-site at: <http://www.idwr.idaho.gov>.

Like water right recommendations, if you disagree with the recommendation for general provisions and want to be heard in court, you can file an objection with the CSRBA Court. The deadlines in place for water right recommendations also apply to general provisions: objections are due **Monday, July 15, 2019**; responses are due **Friday, August 30, 2019**. Objection and response forms are available from any IDWR office or from the CSRBA Court. You may also download copies of these standard forms from the CSRBA web-site at: www.csrba.idaho.gov.

It is possible that in the future the CSRBA Court will entertain recommendations for additional general provisions for Basin 95, Part 2. Should that occur, an opportunity to object to those additional general provisions will be provided. It is your responsibility to monitor the CSRBA case through the Docket Sheet discussed above.

CHANGES OF ADDRESS OR OWNERSHIP DURING THE CSRBA COURT CASE

You must contact your regional IDWR office with your address change or if the ownership of your water right changes. Failure to notify IDWR may result in the loss of your water rights.

ADDITIONAL INFORMATION

If you have questions about the CSRBA, public information brochures are available at any IDWR office. Maps and aerial photography of this reporting area, as well as assistance in using the maps and the photography, are available at the IDWR regional office nearest to the location of your water right. You are also welcome to call IDWR at any of its offices or the CSRBA Court. You may also want to consider contacting an attorney to assist you.

**Coeur d'Alene-Spokane River Basin
Adjudication District Court**
253 Third Avenue North
PO Box 2707
Twin Falls, Idaho 83303-2707
(208) 736-3011
<http://www.csrba.idaho.gov>

Idaho Department of Water Resources
322 East Front Street
PO Box 83720
Boise, Idaho 83720-0098
(208) 287-4800
(800) 451-4129
<http://www.idwr.idaho.gov>

Exhibit
C

REGISTER OF ACTION LIST SHOWING ALL AMENDED DIRECTOR'S REPORTS
FOR THE PERIOD 2/01/2019 THRU 2/28/2019.

SUBCASE#	DATE FILED	ROA-DESCRIPTION
95-16380	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16387	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16395	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16397	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16403	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16421	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16426	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16444	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16445	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16455	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16467	2/04/2019	AMENDED DIRECTOR'S REPORT CHANGE OF ADDRESS
95-16481	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16484	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16496	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16514	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16517	2/14/2019	AMENDED DIRECTOR'S REPORT CHANGE OF ADDRESS
95-16567	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16586	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16587	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16590	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16592	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16597	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16598	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16610	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16614	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-16641	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2

REGISTER OF ACTION LIST SHOWING ALL AMENDED DIRECTOR'S REPORTS
FOR THE PERIOD 2/01/2019 THRU 2/28/2019.

SUBCASE#	DATE FILED	ROA-DESCRIPTION
95-17727	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17728	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17730	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17731	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17732	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17738	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17740	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17741	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17742	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17743	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17744	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17745	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17749	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17750	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17751	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17752	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17754	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17760	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-17761	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
Source: HAYDEN CREEK		TRIBUTARY: HAYD
95-08560	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
Source: HAYDEN LAKE		TRIBUTARY: SINKS
95-00007	2/15/2019	AMENDED DIRECTOR'S REPORT SUB PARTY FROM ANDERSON TO SAMUELS / SWANSON
Source: HIDDEN LAKE		TRIBUTARY: ST JO
95-14748	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2
95-14929	2/26/2019	DIRECTOR'S REPORT FILED FOR BASIN 95, PART 2

Exhibition

D



RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

JULY 2017 EDITION
Page 1 of 4



Seller's Name(s): Brian & Pamela Farley

Date: 4-20-18

Property Address: 23462 N Derling Rd

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

If the referenced property herein is not exempt from the code for any of the above reasons, complete the following pages.
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			INTERCOM
Clothes Dryer	X				
Clothes Washer	X				
Dishwasher		X			
Disposal		X			THREE EA
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			MONITORED
Garage Door Opener(s)/Control(s)		X			TWO
Light Fixtures		X			
Smoke Detector(s)/Fire Alarm(s)		X			+ HEAT DETECTORS / GLASS BREAKING
Carbon Monoxide Detector(s)		X			

BUYER'S Initials (X) Date _____

SELLER'S Initials ([Signature]) Date 042018

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JULY 2017 EDITION

RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Page 1 of 4

Serial#: 857072-200182-4250193

Prepared by: Rob Elder | Century 21 Boulder & Associate | relder@21goldchoice.com | 2087655564

For information only



Case No. CV28-20-2706
Trial Date 6/6 - 6/10/22

GIDEON002017

PROPERTY ADDRESS: 23452 N Daring Rd

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			2 LPG SEETHRU
Fireplace Insert(s)					
Furnace/Heating System(s)		X			NEWER LPG
Humidifier(s)		X			
Wood/Pellet Stove(s)		X			
Air Cleaner(s)		X			
FUEL TANK SECTION					
N/A () Propane (X) Oil () Diesel () Gasoline () Other ()					
Location: BY HEN HOUSE Size: 1000 GAL					
In Use: (X) Not In Use: () Above Ground: () Buried: (X) Owned: (X) Leased: ()					
MOISTURE & DRAINAGE CONDITIONS SECTION					
Is the property located in a floodplain?		Yes	No	Do Not Know	Remarks
Are you aware of any site drainage problems?			X		NONE
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			NONE
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					
Hot Tub/Spa and Equipment	X				
Pool and Pool Equipment	X				
Plumbing System - Faucets and Fixtures		X			
Water Heater(s)		X			2 LPG
Water Softener (owned)		X			KINETICO + PURIFICATION
Water Softener (leased)					
Landscape Sprinkler System		X			
Septic System		X			
Sump Pump/Lift Pump		X			
SEWER SYSTEM TYPE SECTION					
Property Sewer Provided By:	Public System (City/Municipal)	Community System	Private System	Other/Remarks	
If a Private system, please provide the following information about the septic system:	Date Last Pumped	Is there a Maintenance Fee?	If Yes, list amount & explain monthly or annual fee?		
	05/11/17	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

BUYER'S Initials (X) Date

SELLER'S Initials (X) Date 04/2018

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JULY 2017 EDITION

RE-26 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Page 2 of 4

Serial#: 637072-200182-4250193

Prepared by: Rob Elder | Century 21 Boulder & Associate | jelder@21gdn.com | 2087855554

GIDEON002020

PROPERTY ADDRESS: 23452 N Darting Rd

WATER SOURCE & TYPE SECTION	Public System (City/Municipal)	Community System	Private System (Well, Cistern, etc)	Other/Remarks
Domestic Water Provided By:			X	WELL
Landscape Water Provided By:			X	3000 GAL BURIED
Irrigation Water Provided By:			X	CONCRETE RESERVOIR
	Yes	No	Do Not Know	Other/Remarks
Shared Well		X		
Shared Well Agreement		X		
ROOF SECTION: Age: 23 <input type="checkbox"/> UNKNOWN	Yes	No	Do Not Know	Remarks
Is there present damage to the roof?		X		40 YR FG LAMINATED
Does the roof leak?		X		FIREPROOF PRESIDENTIAL
SIDING SECTION: Age: 40 <input type="checkbox"/> UNKNOWN				
Are there any problems with the siding?		X		
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			ANNUAL EXTERIOR BUG SPRAY
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 inspected?	X			
Has the fireplace/wood stove/chimney/flue been cleaned?	X			
Have you ever filed a homeowner's insurance claim on the property?	X			LOST DIAMOND NECKLACE

BUYER'S Initials () Date

SELLER'S Initials (X) Date 04/2018

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JULY 2017 EDITION

RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Page 3 of 4

Serial#: 017672-200152-4250103

Prepared by: Rob Elder | Century 21 Bravler & Associate | relder@21goldchoice.com | 2087655554

GIDEON002019

PROPERTY ADDRESS: 23462 N Dorting Rd

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		
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:

SELLER [Signature] DATE 11/4/2018 SELLER _____ 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.

BUYER _____ DATE _____ 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 _____

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RE-26 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Page 4 of 4

Serial#: 007072-200152-4250113

Prepared by: Rob Elder | Century 21 Boulder & Associate | elder@21gothchoice.com | 2007656654

Transitions

GIDEON002021

Exhibit
E



North Idaho Pump Co., Inc.

"Quality and Service Is Our Specialty"

July 7 2017

North Idaho Pump Co., Inc. performed a 2 hour well test on the upper well by the house. The well produced 2 ½ gpm for the full 2 hours.

Jody

6120 E. Selkirk Way, Post Falls, ID 83854 • Phone: 208-667-0321 • Fax: 208-667-9018 • Mailing Address: P.O. Box 3364, Post Falls, ID 83877-3364

Kootenai County Case No.: CV28-20-2706
Arthur V. Gideon, et ux. v. Brian T. Farley, et al.

FARLEY 000463

Defendants/Counterclaimant Exhibit No.: D
Trial Date: 6/6/2022