

From: [Nicolle Hood](#)
To: [Justin Eshelman](#)
Cc: ["sielej001@hawaii.rr.com"](mailto:sielej001@hawaii.rr.com)
Subject: OBJECTION to Notification of Application for Encroachment L-96-S-2571
Date: Tuesday, March 31, 2020 4:15:50 PM
Attachments: [64436 P&S.PDF](#)

March 31, 2020

To: Idaho Department of Lands

Attn: Lands Resource Specialist-Navigable Waters

This is being sent on behalf of the John and Maria Siele Trust. Please see the letter below from Maria Siele on behalf of the Trust.

We received the papers re: Courtesy Notification of Application for Encroachment via regular mail on March 30, 2020. I called and spoke to Justin Eshelman, the lands resource specialist-navigable waters, upon receipt.

We have reviewed what was sent to us. We do not consent to the encroachment of the proposed dock. To be clear, we object to this application.

We purchased property from the Felten Trust in 2016. Prior to signing the purchase agreement, William (Bill) Felten asked if we would buy the property subject to an easement for a dock. We told him and his brother that we would not buy the property subject to an easement for a dock. We were concerned that it would hurt the property value and we were concerned with safety as the property forms a cove that is already shared with 3 other docks. This point was so important to us, that when we signed our purchase agreement we also signed a separate addendum confirming that there were no easements or other access rights granted to anyone else, including any adjacent property owners. This was a major and significant condition of our sale. A copy of the purchase agreement is attached. The addendum is at the end of the document.

We purchased the property in July of 2016. This past year Bill Felten mailed us letters telling us that he would build a dock and we should give him this easement. Since my husband had been diagnosed with cancer, we spent most of the year going back and forth to the Mayo Clinic in Phoenix, AZ. We did run into Bill at Home Depot and my husband tried to explain the conditions prior to the purchase, but he was angry and walked away. We sent him a letter explaining that we would not be willing to grant the easement as we had previously made it clear that this was not something we were comfortable with. We purchased the property with everyone being very clear that there would be no easement. The purchase price was bargained for in an amount that did not contemplate an easement that would reduce the property value and safety of use of our property.

This application seeks to circumvent exactly what we agreed upon at the time of our sale. We did not agree to the easement then because we believed it would diminish the value and safety of the property. The requested encroachment would cause us the same harm as the easement we were not willing to grant. If allowed, this encroachment application would devalue the

property and reduce the safety in the way that we specifically agreed would not happen. We are not able to travel at this time due to Covid-19 and our documents are in a different location. We will supplement as soon as we are able to access our documents.

Besides the fact that our contract and discussions leading up to our purchase made clear we would not be ok with another dock being built by Mr. Felten, we are objecting to the building of this dock for these additional reasons:

1. The proximity of the docks already in the area. There are 6 docks in this small area leaving insufficient room for adequate boating or swimming safety.
2. The safety issue is great. All summer there are many young children swimming, kayaking, fishing off the dock and playing in the lake. We have children and four grandchildren ages, 10, 8, 4 & 4, plus another 3 children on the next dock that enjoy the lake all summer. The families have a wonderful time with the water activities. We would be very concerned for their safety if a motor boat was coming and going while they were in the lake swimming. It would definitely limit their use of the lake.
3. The beauty of the lake in that area as well as the fishing which we all participate in every day and evening would be gone. The proposed area is like a cove and it would definitely change the water quality and the presence of fish off the docks. There is not adequate room for another dock. It is our understanding that these setback rules are in place to protect the safety, beauty and use of the lake.

I am sorry that we cannot permit this encroachment, but this was spoken about before the Felten's agreed and accepted the sale of the property. They received the purchase price and we expect to receive the benefit of our agreement.

We have also been made aware that a neighbor has a tree that shares a boarder with Mr. Felten. They have asked permission to have the tree trimmed or removed so it does not injure people or their home. Mr. Felten is withholding approval to work on the tree in exchange for our neighbors consenting to the dock. We are surprised and disappointed by these actions and it makes our concern for following rules and safety even more pressing.

Please confirm receipt of this objection. Please also keep us informed of all developments regarding the application, as we are deeply concerned and want to be sure that our legal rights are protected.

Sincerely,
John and Maria Siele (Siele Trust)

Transfer Doc
Bryan

Verna quoted \$1200 sq 50/sq ft

Roberto TD



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2010 EDITION

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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.



1 ID# _____ DATE _____

2 LISTING AGENCY N/A

3 Listing Agent N/A Office Phone # _____ Fax # _____

4 E-Mail _____ Phone # _____

5 SELLING AGENCY N/A Office Phone # _____ Fax # _____

6 Selling Agent N/A E-Mail _____ Phone # _____

7 1. BUYER: John Siele Trust dated Nov 14, 1991 and Maria E Siele Trust dated Nov 14, 1991

8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

9 "PROPERTY" COMMONLY KNOWN AS 5485 Bottle Bay Rd

10 City Sagle County, ID, Zip 83860 legally described as: _____

11 OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

12 2. \$ 580,000.00 PURCHASE PRICE: Five hundred eighty thousand and Zero/100 DOLLARS,

13 payable upon the following TERMS AND CONDITIONS (not including closing costs).

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

15 (A) \$ 10,000.00 EARNEST MONEY: BUYER hereby deposits Ten thousand and Zero/100

16 DOLLARS as Earnest Money evidenced by: cash personal check cashier's check note (due date): _____

17 other _____ and a receipt is hereby acknowledged. Earnest Money to be

18 deposited in trust account upon receipt, or upon acceptance by BUYER and SELLER and shall be held by: Listing Broker Selling Broker

19 other Escrow Agent for the benefit of the parties hereto.

20 THE RESPONSIBLE BROKER SHALL BE: N/A

21 (B) ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH

22 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER

23 within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds

24 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for

25 the sale of BUYER'S current residence or other property to be sold.

26 (C) \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

27 FIRST LOAN of \$ _____ not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL

28 DEVELOPMENT, OTHER _____ with interest not to exceed _____ % for a period of _____

29 year(s) at: Fixed Rate Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay

30 no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.

31 SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: Fixed Rate

32 Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than

33 _____ point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.

34 LOAN APPLICATION: BUYER has applied shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance.

35 Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation

36 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to

37 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such

38 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying

39 BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not

40 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval

41 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is

42 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S

43 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this

44 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

45 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or

46 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA

47 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the

48 appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

49 (D) \$ N/A ADDITIONAL FINANCIAL TERMS:

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

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

52 (E) \$ 0.00 570,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at

53 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If

54 any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)

55 shall be adjusted at closing of escrow in: Cash Other N/A

56 BUYER'S Initials J.S. x M.S. Date 6-13-16

57 SELLER'S Initials [Signature] Date 6-13-16

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JULY 2010 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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MAR 21 2011 - Dist D. ...

PROPERTY ADDRESS: 5485 Bottle Bay Rd ID#: _____

67 **4. OTHER TERMS AND/OR CONDITIONS:** This Agreement is made subject to the following special terms, considerations and/or contingencies which
68 must be satisfied prior to closing

69 The house needs to be emptied of all furniture and other non-affixed
70 personal belongings.
71 _____
72 _____
73 _____
74 _____
75 _____
76 _____
77 _____

79 **5. ITEMS INCLUDED & EXCLUDED IN THIS SALE:** All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE
80 PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor
81 coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm
82 windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
83 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and
84 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
85 satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

87 (A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Dock
88 _____
89 _____
90 _____

92 (B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: refrigerator, washer, dryer
93 _____
94 _____
95 _____

97 **6. MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless
98 otherwise agreed to by the parties in writing.

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

104 **8. TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
105 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
106 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
107 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
108 subject to, exist unless otherwise specified in this Agreement.

110 **9. TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement
111 are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

113 (A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, SELLER or BUYER shall furnish to BUYER a preliminary commitment
114 of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____ business days (five [5] if left blank) from receipt
115 of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set
116 forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if
117 the title of said PROPERTY is not marketable, or cannot be made so within _____ business days (five [5] if left blank) after notice containing a written
118 statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title
119 insurance cancellation fee, escrow and legal fees, if any.

121 (B). TITLE COMPANY: The parties agree that Sandpoint Title Insurance (Tom Williams) Title Company
122 located at 208-763-2222 shall provide the title policy and preliminary report of commitment.

124 (C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
125 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
126 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard
127 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
128 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If
129 BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost
130 unless otherwise provided herein.

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

BUYER'S Initials J.S.M.S. Date 6-13-14

SELLER'S Initials DJ Date 6/13/14

PROPERTY ADDRESS: 5485 Bottle Bay Rd

ID#: _____

10. INSPECTION:

(A). BUYER chooses [] to have inspection [X] not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business days (ten [10] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

Additional inspections/timelines: The parties agree that Buyer has inspected the property and that Seller has provided all information regarding the Property in its control or possession. Notwithstanding the foregoing, Buyer shall have 5 business days after receipt of the title commitment to review title before the Earnest Money becomes non-refundable (except in the event of a default by Seller). Buyer may terminate this agreement and receive a refund of the Earnest money at any time prior to 5 business days after receipt of the title commitment. Seller shall provide copies of all surveys and/or drawings of the property to Buyer.

(B). FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

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

2). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing. SELLER, at their option, may correct the items as specified by BUYERS in their letter or may elect not to do so. If SELLER agrees to correct the items asked for in BUYER'S letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

3). If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

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

11. LEAD PAINT DISCLOSURE: The subject PROPERTY [] is [X] 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 residential 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 [X] 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 will 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. 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 3 (or 40) 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 [X] No [] N/A

BUYER'S Initials () () Date 6-13-16

SELLER'S Initials () () Date 6/13/16

PROPERTY ADDRESS: 5485 Bottle Bay Rd

ID#: _____

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 5 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

16. 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 [X] N/A. Association fees/dues are \$ _____ per _____. [] BUYER [] SELLER [X] N/A to pay Homeowner's Association SET UP FEE of \$ _____ and/or PROPERTY TRANSFER FEES of \$ _____ at closing.

17. HOME WARRANTY PLAN: Home Warranty Plans available for purchase can vary in many respects including, but not limited to, scope of coverage, options, exclusions, limitations, service fees, and pre-existing conditions. BUYER and SELLER are advised to investigate Home Warranty Plans before purchasing a plan and BUYER and SELLER acknowledge that Home Warranty Plans vary from plan to plan. Further, BUYER and SELLER acknowledge that a Home Warranty Plan is separate and apart from any terms contained within this Real Estate Purchase and Sale Agreement and does not create any warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein. A Home Warranty Plan [] will [X] will not be included in this transaction.

[] BUYER [] SELLER shall order a Home Warranty Plan which shall be issued by a company selected by [] BUYER [] SELLER. The cost of the Home Warranty Plan shall not exceed \$ _____ and shall be paid for at closing by [] BUYER [] SELLER.

18. COSTS PAID BY: The parties agree to pay the following costs as indicated below. 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. 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 such circumstances.

Table with columns for BUYER, SELLER, Shared Equally, N/A and rows for various fees like Appraisal Fee, Title Ins., Closing Escrow Fee, etc.

SELLER agrees to pay up to EITHER _____% (N/A if left blank) of the purchase price OR \$ _____ (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked above. 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.

19. OCCUPANCY: BUYER [] does [X] does not intend to occupy PROPERTY as BUYER'S primary residence.

20. 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.

21. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the PROPERTY approximately _____ calendar days (three [3] if left blank) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

Subject to Section 10(a)

BUYER'S Initials (J.S.) Date 6-13-16

SELLER'S Initials (D.J.) Date 6/13/16

PROPERTY ADDRESS: 5485 Bottle Bay Rd

ID#: _____

- 246 **22. SINGULAR AND PLURAL** terms each include the other, when appropriate.
- 247
- 248 **23. FORECLOSURE NOTICE:** If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code § 45-1506)
- 249 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-
- 250 525(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.
- 251
- 252 **24. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that,
- 253 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
- 254 the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The
- 255 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
- 256 homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale
- 257 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
- 258 your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 *et seq.* regarding the General Contractor Disclosure
- 259 Statement.
- 260
- 261 **25. SALES PRICE INFORMATION:** Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.
- 262
- 263 **26. FACSIMILE TRANSMISSION:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or
- 264 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,
- 265 the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
- 266
- 267 **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
- 268 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
- 269 by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by
- 270 excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the
- 271 time for performance shall be the next subsequent business day.
- 272
- 273 **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
- 274 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
- 275 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
- 276 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."
- 277
- 278 **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
- 279 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
- 280 on appeal.
- 281
- 282 **30. DEFAULT:** ~~If BUYER defaults~~ in the performance of this Agreement ^{after all notice and cure periods} SELLER has the option of (1) accepting the Earnest Money as liquidated
- 283 damages ~~or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled.~~ ^{may} If SELLER elects to proceed under (1); SELLER shall make
- 284 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
- 285 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report
- 286 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
- 287 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
- 288 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~~
- 289 ~~such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2); the holder of the Earnest Money shall be entitled to pay the costs~~
- 290 ~~incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title~~
- 291 ~~insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending~~
- 292 ~~resolution of the matter. If SELLER defaults,~~ having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money
- 293 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,
- 294 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
- 295 entitled.
- 296
- 297 **31. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event
- 298 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the
- 299 holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at
- 300 Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent
- 301 jurisdiction and shall recover court costs and reasonable attorney's fees.
- 302
- 303 **32. COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
- 304 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
- 305 shall together constitute one and the same instrument.
- 306
- 307 **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
- 308 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and
- 309 have determined that such facts or conditions do not apply to the agreement or transaction herein.

BUYER'S Initials (D.S.) (M.B.) Date 6-13-16

SELLER'S Initials (D.F.) (K.) Date 6/13/16

PROPERTY ADDRESS: 5485 Bottle Bay Rd ID#: _____

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. *The parties agree that neither has used a broker and each shall indemnify the other from any claims for commissions.*

36. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 14 days following Buyer's review of the title commitment pursuant to Section 10(a). The parties agree that the CLOSING AGENCY for this transaction shall be Sandpoint Title Insurance (Tom Will).

located at 208-263-2222

If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

37. POSSESSION: BUYER shall be entitled to possession upon closing or date _____ time _____ A.M. P.M. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of the closing date *ASAP!* *Verna A*

38. ASSIGNMENT: This Agreement and any rights or interests created herein may be sold, transferred or otherwise assigned.

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

40. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

41. 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.

42. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) _____ at (Local Time in which PROPERTY is located) _____ A.M. P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

BUYER'S Initials (J.S. / M.H.) Date 6-13-16

SELLER'S Initials (D.J.) Date 6/13/16

Addendum #1

Real Estate Purchase and Sale

This addendum modifies the terms of that certain Real Estate Purchase and Sale (the "Agreement") by and between John Siele Trust dated November 14, 1991 and Maria E Siele Trust dated November 14, 1991 (collectively, Buyer") and Harvey W. and Marilyn E Felten Trust ("Seller").

Except for the representations and warranties provided in the Agreement and in this Addendum, Buyer agrees that the Property shall be purchased in an "as-is" condition.

(a) Seller represents and warrants to Buyer (with the understanding that Buyer is relying on said representations and warranties) as follows:

(i) There are no pending or threatened claim against Seller or any part of the Property.

(ii) Seller has not granted any rights (recorded or unrecorded) for anyone to use the Property for access or otherwise and there are no easements or other rights over, across or through the Property in favor of any adjacent owners.

Seller shall indemnify Buyer in the event anything above or contained in the Agreement is untrue.

Buyer




Seller



PROPERTY ADDRESS: 5485 Bottle Bay Rd, Sagle, ID 83860 ID#: _____

370 43. BUYER'S SIGNATURES:

371 SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

372 BUYER does does not currently hold an active Idaho real estate license.

373 BUYER Signature John Siele BUYER (Print Name) John Siele

374 Date 6-13-16 Time 12:30 A.M. P.M. Phone # 808 298 3734 Cell # _____

375 Address 57 Blue Grouse Rd, Sagle, ID City Sagle State ID Zip 83860

376 E-Mail sielej @ hawaii.rr.com Fax # _____

377 -----
378 BUYER does does not currently hold an active Idaho real estate license.

379 BUYER Signature Maria Siele BUYER (Print Name) MARIA Siele

380 Date 6-13-16 Time 12:30 A.M. P.M. Phone # _____ Cell # 808 264 3608

381 Address 57 Blue Grouse Rd. City Sagle State ID Zip 83860

382 E-Mail sielej @ hawaii.rr.com Fax # _____

383
384
385
386 44. 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.

387 SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
388 SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

389 SELLER does does not currently hold an active Idaho real estate license.

390 SELLER Signature Dean R Felten SELLER (Print Name) Dean R Felten

391 Date 6-13-16 Time 12:30 A.M. P.M. Phone # _____ Cell # 202 853 1365

392 Address 2801 Adams Mill Rd NW #401 City Washington State DC Zip 20009

393 E-Mail jean-felten@gmail.com Fax # _____

394 CONTRACTOR REGISTRATION # (if applicable) _____

395 -----
396 SELLER does does not currently hold an active Idaho real estate license.

397 SELLER Signature _____ SELLER (Print Name) _____

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

399 Address _____ City _____ State _____ Zip _____

400 E-Mail _____ Fax # _____

401 CONTRACTOR REGISTRATION # (if applicable) _____

