



RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM



Seller's Name(s): FLOYD L. & CAROL J. MESSERSMITH Date: 12/22/2008
 Property Address: 239 Lower Pack River 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. 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.

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 existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

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

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System	X				
Clothes Dryer					N
Clothes Washer					N
Dishwasher		X			
Disposal		X			
Refrigerator		X			
Kitchen Vent Fan/Hood		X			
Microwave Oven		X			
Oven(s)/ Range(s)/Cook top(s)		X			Dist. Prod. Conn. Gas
Trash Compactor	X				
Freezer (chest or upright)	X				
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier	X				
Security System(s)	X				
Ceiling Fan(s)		X			3
Garage Door Opener(s)/Control(s)		X			2
Inside Telephone Wiring/Jacks		X			
Aluminum Wiring	X				
Intercom System	X				
Light Fixtures		X			
Sauna	X				
Smoke Detector(s)/Fire Alarm(s)		X			
Bath Vent Fan(s)		X			
220 Volt Outlet(s)		X			
TV Antenna/Dish/Controls		X			
Switches and Outlets		X			

BUYER'S Initials () () Date _____ SELLER'S Initials (FJM) (CJ) Date 12/22/2008

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PROPERTY ADDRESS: 239 Lower Pack River 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				
Fireplace Insert(s)		X			1 Gas
Furnace/Heating System(s)					
Humidifier(s)	X				
Wood/Pellet Stove(s)	X				
Air Cleaner(s)	X				

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

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

WATER & SEWER SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Hot Tub/Spa and Equipment	X				
Pool and Pool Equipment	X				
Plumbing System - Faucets and Fixtures		X			
Water Heater(s)		X			two 50 gallon per 1
Water Softener (owned)	X				
Water Softener (leased)	X				
Septic System	X	X			
Sump Pump/Lift Pump	X				
Landscape Sprinkler System		X			

WATER & SEWER SYSTEM TYPE SECTION	Public System	Community System	Private System	Cistern	Other
Domestic Water Provided By:		X			
Irrigation Water Provided By:		X			
Property Sewer Provided By:		X			
If Septic System, Date Last Pumped					

ROOF SECTION: Age (if known):	Yes	No	Do Not Know	Remarks
2005		X		
Is there present damage to the roof?		X		
Does the roof leak?		X		
SIDING SECTION: Age (if known):				
2005		X		
Are there any problems with the siding?		X		

BUYER'S Initials () () Date _____ SELLER'S Initials (*FM*) (*JS*) Date 12/22/2008

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HAZARDOUS CONDITIONS SECTION	Yes	No	Do Not Know	Remarks
Are you aware of any asbestos or other toxic or hazardous materials on the property?		X		
Has the property 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		
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		
ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION: Please list any other existing problems that you know of concerning the property including legal, physical, product defects or others that are not already listed. (Use additional pages if necessary.)				

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- A transfer to a beneficiary of a deed of trust by trustor in default:
- A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- A transfer from one (1) co-owner to one (1) or more other co-owners:
- A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- A transfer that involved newly constructed residential real property, that previously has not been inhabited, except as required by questions 1, 2 and 3:
- A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- A transfer from a decedent's estate:

BUYER'S Initials () () Date

SELLER'S Initials (F.M.) (C.H.) Date 12/22/2008

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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:

Handwritten signature of Floyd L. Messersmith, DATE 12/22/2008, SELLER, and another handwritten signature, DATE 12/22/08, SELLER.

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only 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. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of 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 right to rescind is waived.

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.

Handwritten amendment: see included list with full price offer.

SELLER hereby acknowledges receipt of this amended form:

Handwritten signature of Floyd L. Messersmith, DATE 3-18-10, SELLER, and another handwritten signature, DATE 3-18-10, SELLER.

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only 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. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of 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 right to rescind is waived.

BUYER DATE BUYER DATE