IN THE SUPREME COURT OF THE STATE OF SOUTH DAKOTA

Appeal No. 30480

DUANE REMINGTON AND MELODY REMINGTON

Plaintiffs/Appellants

VS.

WILD BILL'S CAMPGROUND AND RESORT, LLC.; KEITH GRIMM, AND BRYAN IVERSON

Defendants/Appellees.

APPEAL FROM THE CIRCUIT COURT SEVENTH JUDICIAL CIRCUIT PENNINGTON COUNTY, SOUTH DAKOTA

THE HONORABLE JEFFREY CONNOLLY Circuit Court Judge

APPELLANTS' BRIEF

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PRELIMINARY STATEMENT

Plaintiffs/Appellants Duane Remington and Melody Remington will be collectively referred to as "Remingtons" or their individual first names of "Duane", or "Melody." Defendants/Appellees Wild Bill's Campground and Resort, LLC, will be referred to as the "Wild Bills," Defendant/Appellee Keith A. Grimm will be referred to as "Grimm" and Defendant/Appellee Bryan Iverson will be referred to as "Iverson." References to the record as reflected by the clerk's index are referenced by "R" following by the page number. Documents in the Appendix are referenced by "APP" followed by the number designation. Citations to the jury transcript are referenced by "T" followed by the page number and line.

JURISDICTIONAL STATEMENT

Duane Remington and Melody Remington appeal from the Order Granting Bryan Iverson's Motion for Summary Judgment. (R: 300.) Remington's filed a Notice of Appeal on October 2, 2023. (R: 815.) The clerk submitted the certificate on October 16, 2023. Jurisdiction in this Court is proper pursuant to SDCL 15-26A-3.

STATEMENT OF THE LEGAL ISSUES

ISSUE I: Did the Circuit Court err in granting Defendant Bryan Iverson's Motion for Summary Judgment finding no disputed material fact concerning Defendant Iverson's knowledge of material defects with the property prior to the sale.

Legal Authority

Jacquot v. Rozum, 2010 SD 84, ¶ 22, 790 N.W.2d 498, 506

Saiz v. Horn, 2003 SD 94, 668 N.W.2d 332

- ISSUE II: Did the Circuit Court err in granting Defendant Bryan Iverson's Motion for Summary Judgment finding that a property disclosure statement was not required for the sale of the property, which included residential living quarters?
 - Did the Circuit Court err in finding that Defendant Iverson was not required to inform his clients that a property disclosure statement was required.

Legal Authority

Engelhart v. Kramer, 1997 S.D. 124, ¶ 20, 570 N.W.2d 550, 554 Miller v. Harrington, 618 N.W.2d 460, 472

STATEMENT OF THE CASE

This lawsuit is the result of the sale of Wild Bill's Campground and Resort, ("Wild Bill's") near Deadwood, South Dakota. During the spring of 2017, Appellants, Duane and Melody Remington, were looking to purchase a campground in the Black Hills as a retirement project. The Remingtons came across an online listing for Wild Bill's. Keith Grimm was the seller, and Bryan Iverson was the realtor who listed the property for sale.

After the purchase, numerous defects with the property were discovered by the Remingtons. The defects were never disclosed to the Remingtons because Iverson, the realtor, failed to advise his client, Keith Grimm that a written property disclosure statement was required. A written property disclosure statement was required because the property included a residence. Evidence presented to the circuit court demonstrated that Grimm and Iverson were both aware of material defects with the property. Evidence is also undisputed that these known material defects were never disclosed to the Remingtons. The circuit court erred in granting Iverson's motion for summary judgment finding that no disputed material fact exists concerning Defendant Iverson's knowledge of material defects with the property prior to the sale. The circuit court further erred in granting Iverson's motion for summary judgment and holding that a property disclosure statement was not required pursuant to SDCL § 43-4-38. Appellants request this Court reverse the circuit court's decisions.

STATEMENT OF THE FACTS

During the spring of 2017, Plaintiffs Duane and Melody Remington were looking to purchase a campground in the Black Hills as a retirement project. Plaintiffs came across an online listing for Wild Bill's Campground located near Galena, South Dakota. Kieth Grimm was the seller, and Bryan Iverson was the realtor who listed the property for sale. Iverson acted as the dual agent for Grimm, the seller and purchaser, the Remingtons.

Shortly after viewing the property, the Remingtons approached Iverson on April 27, 2017. On the same day, the parties executed a Buyers Agency Agreement, (APP.002), and Agency Agreement Addendum, (APP.005). These two documents set forth the duties and obligations a realtor owes his clients when representing both the seller and buyer. On April 27, 2017, a purchase agreement was executed between Remingtons and Grimm. (APP.006.) The property was purchased through a contract for deed, which was executed on May 12, 2017. (APP.010.) The purchase price was \$899,000, with a deposit paid in the amount of \$17,000, and a down payment in the amount of \$190,000. (*Id.*) The remaining \$682,000 was amortized over a period of twenty years with 5.5% interest. (*Id.*)

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After Plaintiffs purchased the campground, the following defects with the property were discovered:

- Yearly flooding in the basement created a hazardous mold problem;
- (2) A portion of the main office building and parking lot was in the right- ofway in violation of federal regulations;
- (3) Numerous fire pit rings were not compliant with code;
- (4) A bridge on the property was defective; and
- (5) The financial condition of the property was misrepresented.

A. Keith Grimm and Wild Bill's Campground and Resort

Keith Grimm purchased Wild Bill's Campground and created Wild Bill's Campground and Resort LLC, in 2005. (APP.021.) He purchased it for \$575,000 from Bonnie and Chuck King. (APP.021.) He first listed the property for sale in 2008 with Bryan Iverson acting as the listing agent. (APP.022.) During this ten-year period between the first listing and the eventual sale to the Remingtons, the property was placed on the real estate market each year during the offseason. (APP.023.) Over this ten-year period, the asking price of the campground never changed. (APP.023.) Over the decade the property was for sale, there were multiple interested buyers who viewed the property. (APP.024)

Also, Grimm made additions to the original property over this period. He added cabins, brought in power, upgraded the water, electric, and sewer. (APP.022.) He made improvements to the buildings and built a deck around the main building. (APP.023) Grimm understood that it was his duty to inform Iverson of any changes to the property so Iverson would be able to correctly change the listing. (APP.023)

B. The Listing

The listing was created by Iverson and included a detailed description of the

property with numerous photographs. (APP.054.) Grimm failed to ever review the listing

to make sure everything was correct. (APP.027.) Page two of the listing includes a

written description of the property, which specifically includes living quarters:

Description of Property

- 12.74 Acres
- Well with new filtration system
- 98+ Total sites
- 9 50 amp full hook-ups
- 16 30 amp full hook-ups
- 5 30 amp electric & water sites
- 14 30 electrical sites
- 1) pop-up/tent sites
- Numerous Tent Sites
- Duplex cabin each side has 2 beds, bathroom, kitchen, & fireplace
- 7 Steeping cabins with 2 beds, table & refrigerator
- Updated Shower/laundry house
- Play area
- Saloon & Grill
- Store
- Living quarters
- 3 Walking bridges & 2 driving bridges
- · Wi-Fi in certain areas of campground
- Malt liquor license
- Bear Butte & Strawberry creeks meet on the property
- Snowmobile Trail on property
- 5 miles from Deadwood

(APP.092). The living quarters is also described on the last page of the listing with the

following information:

The Living Quarters main level: kitchen (pictured above), living room (pictured above, used as storage area and laundry), and bedroom with full both (bedroom currently used as affice and storage). Basement has 3 bedrooms, 1/2 both and workshop area. Living Quarters is the back portion of the main level shared with the Bar, Grill and Store area and a full besement.

(APP.098.) The description included pictures as well:



Kitchen in Living Quarters



Storage & Loundry Room in Living Qtrs.



Office/Bedroom and Pull Bath

In addition to the living quarters, the listing also advertised a new drive bridge:



New Drive Bridge

(APP.098.)

C. Material Defects with the Property.

a. Yearly flooding and mold in the basement.

Upon taking possession of the property, the Remingtons learned that the basement in the living quarters would flood every year. Mr. Remington then started to investigate the issue and discovered that mold was concealed on the walls. He discovered that someone had replaced the 2 x 4s and sheet rock about one foot up from the floor.

(APP.113.) As a result of the mold, Plaintiffs were forced to shut down the restaurant

and bar. (APP.113.) Grimm knew of the presence of mold prior to the sale of the property.

Q: So you removed the bottom four feet of the walls and replace it with what?

A: With- I believe we put plywood. We put on new- new nailers, put plywood on,

and then put paneling on.

Q: Wood paneling?

A: Yes.

Q: When you did- did you personally do this work?

A: Me and my father.

Q: When you completed this work, did you notice mold on the sheetrock?

A: Yes.

(APP.031.)

Even though Grimm noticed the presence of mold on the sheetrock he willfully withheld that information from the Remingtons. (APP.031-032.) Iverson admitted that

the concealment of mold would affect a buyer's use and enjoyment of the property:

- Q: Do you want to change your testimony with regard to whether mold would affect the use and enjoyment of property?
- A: Yes.
- Q: Yes, you do?
- A: (Nodded.)
- Q: And your testimony is that it would?
- A: Yes.

(APP.051).

b. Structures in the Right-of-Way.

On November 9, 2016, Grimm received notice from the Department of

Transportation that a portion of the restaurant deck was in the Right-of-Way. (APP.115) This letter informed Grimm that pursuant to Federal Regulations, the portion of deck in the right of way needed to be removed by October 1, 2017. (APP.026) Notice of this Right-of-Way violation was provided to Grimm, the Seller, six months prior to the sale. (APP.028) It is undisputed that this material fact was never disclosed to Plaintiffs and nothing was ever done to remedy the violation.

Q: You never notified my clients of this DOT letter, did you?

A: No.

Q: You never notified my clients that part of the deck was located within the

right-of-way? No?

A: No.

(APP.28) Iverson agreed that having a structure in the right-of-way would affect

the use and enjoyment of the property:

- Q: Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property?
- A: Yes.
- Q: And what's your testimony to that?
- A: It would,

(APP.051.)

c. Fire Pit Code Violations

In addition to the Department of Transportation violations, the fire pits were not compliant with county regulations and had to be rebuilt by the Remingtons. After possession, the Remingtons began getting letters from the fire marshal indicating that there was not enough gravel around the fire pits and if it was not fixed, they would be shut down. (APP.103.) As a result, the Remingtons incurred substantial expense of hauling gravel and rebuilding the fire pits. Not surprisingly, this material defect was never disclosed to Plaintiffs prior to the purchase because Iverson failed to inform Grimm that a property disclosure statement was required.

d. Defective Bridges

As previously mentioned, the listing indicated that the bridges on the property had been rebuilt prior to the sale. (APP.096; APP.060.) However, during the short time the Remingtons were in possession of the property, two motorhomes fell through the bridges. (APP.109.) The evidence demonstrates that Grimm and Iverson had knowingly misrepresented that the bridges were new, when in fact they were re-built seven and nine years before the selling of the property:

Q: And the listing that we talked about also indicated that you had bridges that were rebuilt?

A: Yes.

Q: Is it two bridges?

A: Two drive bridges and three walk bridges

Q: When were they rebuilt?

A: I would say the one was seven, eight years. The other one was before that, so maybe nine, ten years possibly.

Q: So they were rebuilt seven and nine years before the sale?

A: One was new re—wasn't an existing bridge. The old existing bridge is still there. It's just a...

Q: Okay. Let me try to understand this. So one drive bridge was rebuilt seven years prior to the sale; correct?

A: Yes.

Q: And then the other drive bridge-

A; Was built brand new. I mean, it wasn't an existing one where its at.

Q: That was built nine years prior to the sale?

A: Yes, approximately around there.

(APP.032.)

Given Iverson's extensive knowledge of the property for ten years, a jury could find that Iverson had knowledge that the bridges were not rebuilt as advertised. Iverson did concede that it would be improper for Grimm to maintain that the bridge was rebuilt and widened, when in fact, it was not. (APP.060.)

e. Financial Misrepresentations

Over the years, Iverson obtained financial documents on the property and business to include with the listing information. Included with the profit and loss statements was a property improvement list. Testimony in this case reveals that the profit and loss statements were artificially inflated for the purpose of inducing the Remingtons to purchase the property. Further, the values on the property improvement list were improperly inflated. For example, Grimm listed John Deere mower for \$8,500, when the purchase order reveals the mower was purchased for \$6,700. (APP.117; APP.119.) Grimm acknowledged that the mower was overly inflated and misrepresented as new at the time of sale.

Q: Okay. You've got a John Deere commercial lawn mower listed here. What year was that?

A: When did I buy it?

Q: Yeah.

A: I don't know, probably five years ago.

(APP.035.)

Grimm further acknowledged that he inflated and misrepresented the value of the

mower.

Q: If the purchase order indicates that mower was only purchased for \$6,700, this claim on this listing would be incorrect?

A: I would have to go back and figure out if- I don't remember if I financed it and that's what it came out to be, or why that would be different, but.

(Deposition Exhibit 20 was marked for identification)

Q: (By MR. Beardsley:) I'm going to show you Exhibit 20, a customer purchase order form RDO Equipment in Rapid City for a John Deere Z520. And at the top corner it says, Cash Sale. Do you see that? Right under the date of order.

A: It's X'd cash sale, yes.

Q: The total price on this piece of equipment is \$6,700, and with sales tax came out to \$6,968: correct?

A: That's what it says, yes.

Q: So the claim that this mower was \$8,500 would be misleading, wouldn't it?

A: Appears that way.

(APP.035.) Iverson acknowledged that overinflating the value of improvements, in an

effort to deceive a potential buyer would not be appropriate. (APP.060; APP.061.)

Prior to purchasing the property, the Remingtons inquired as to the profitability of

the property. Iverson indicated to Mr. Remington that the property made \$240,000 to

\$245,000 per year:

- Q: All right. Did you have any questions of Mr. Iverson prior to May 12th, 2017?
- A: Yeah. I asked him at one point in time if this place was worth it. He said, yes. That's when we sat down, and I know Bryan don't remember, apparently, because we set down and did a cap -- no, we did a cap rate later on, when we did the cap rate. But the only thing I remember asking Bryan is if the place was worth it, and he said he made 240, \$245,000 a year, Keith did, and we would be fine.
 So as somebody who's representing me, or supposedly representing me, I take that word as gospel.

(APP.106.)

The Remingtons worked the property from 7:00 am to midnight, seven days a week, and could not come close to the numbers claimed by Grimm and Iverson. (APP.107.) The Remingtons were fraudulently induced to purchase the property by inaccurate financial information. The extent of Iverson's knowledge of financial misrepresentations is a question of fact for the jury.

f. The commercial property listing included living quarters.

The property was deliberately "titled" as a commercial property by Iverson to avoid the statutorily required disclosure statement. There is no question that Iverson was aware of the existence of living quarters on the property. His own listing, which included over 10 years of knowledge, specifically advertised the property with a description and photographs of the living quarters. Grimm also knew that the prior owners used the property as a residence; Grimm and his family personally used the living quarters; and two others lived in the living quarters:

Q: Okay. I'm sorry. Anyone else besides Anthony Smith, Brandon Pressley that had lived in the living quarters during that time period from when you purchased it to when you sold it?

A: My family, my daughter.

Q: Before you purchased it, was there always a living quarters?

A: The previous owners lived there. I mean, they lived there.

(APP.027.) These facts were also abundantly clear to the listing agent, Iverson, who in turn had a duty to inform his client of the necessity of a written disclosure statement.

To state that this was only a commercial transaction is not representative of

Grimm and the prior owner's intent while using the property. Grimm knew of the

property being used as a permanent residence by the previous owners. (APP.038.)

During Grimm's ownership, he even lived on the property:

Q: And prior to the sale, there had been times that someone, in fact, did live there: correct?

A: Yeah. I did.

(APP.027.)

D. Iverson's History with Wild Bills

Iverson first listed Wild Bills in 2007 and continued to act as the only realtor for the property until its sale in 2017. (APP.046.) During this ten-year period, the property was placed on the real estate market each year during the "camping" offseason.

(APP.047.) Over the decade the property was for sale, there were numerous interested buyers who viewed the property with Iverson. (APP.046.) Additionally, other realtors were involved with showing the property. (APP.046.) Iverson was physically on the property for every showing. (APP.046.)

Over the ten years Iverson worked to sell the property, he obviously became familiar with the property. In order to create and modify the listing for the property, he had to be familiar with the details, modifications, and of course, the problems. In fact, Iverson testified that he personally showed the property 30 times prior to the sale in 2017:

- Q: Prior to the sale of the property in May of '17, given the fact that it was listed by you for the prior 10 years, how many times would you say you've walked through the property?
- A: I do not know.
- Q: 50?
- A: I don't know.
- Q: Well, I mean, you show the property five times for 10 years, and it's on and off the market each year. Is 50 a fair estimate of how many times you've walked that property?
- A: I just couldn't tell you.
- Q: More than 30?
- A: I'll go with 30.

(APP.048.) Lastly, Iverson and Grimm have been friends for the past thirty years.

(APP.045-APP.046.)

Iverson should have required Grimm, the seller to complete a written property disclosure statement due to the presence of living quarters on the property. Iverson should have also personally disclosed any material defects with the property. Questions of fact prevent summary judgment in this case, and the circuit court's order dismissing Iverson from the lawsuit was error.

STANDARD OF REVIEW

"The grant or denial of a motion for judgment as a matter of law is a question of law reviewed de novo." Suvada v. Muller, 2022 S.D. 75, ¶ 27, 983 N.W.2d 548, 557 (citing Magner v Brinkman, 2016 S.D. 50, ¶ 13, 883 N.W.2d 74, 81). The issue on appeal also raises a question of statutory interpretation. The construction and application of statutes are reviewed de novo, with no deference to the trial court. LPN Trust v. Farrar Outdoor Advertising, Inc., 1996 SD 97, ¶ 8, 552 N.W2d 796, 798.

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." SDCL 15-6-56(c). Courts must view the evidence "most favorably to the nonmoving party and resolve reasonable doubts against the moving party. If there exists any basis which supports the ruling of the [circuit] court, affirmance of a summary judgment is proper." Gades v. Meyer Modernizing Co., 2015 S.D. 42, ¶ 7. 865 N.W.2d 155, 158 (quoting Peters v. Great W. Bank, Inc., 2015 S.D. 4, § 5, 859 N.W.2d 618, 621). (citation omitted) "It is only when the evidence is such that reasonable persons can draw but one conclusion from the facts and inferences that they become a matter of law and this occurs rarely." Casillas v. Schubauer, 2006 S.D. 42, ¶ 13, 714 N.W.2d 84, 88 (quoting Scatterlee v. Johnson, 526 N.W.2d 256, 258 (S.D. 1995)); see Cox v. Kentucky Dept. Of Transp., 53 F.3d 146, 150 (6th Cir. 1995) (stating that a court must proceed cautiously in considering subjective issues on motions for summary judgment); see also 10A Charles Alan Wright et al. Federal Practice & Procedure Civil § 2727.2, Westlaw (database updated September 2018) (stating evidence

that "raises subjective questions such as motive, intent, or conscience, there may have to be a trial . . . testing the credibility of this kind of evidence").

It is important to note that "[s]ummary judgment is not a substitute for trial; a belief that the non-moving party will not prevail at trial is not an appropriate basis for grating the motion on issues not shown to be a sham, frivolous or unsubstantiated; summary judgment is an extreme remedy and should be awarded only when the truth is clear." *St. Onge Livestock Co., Ltd. v. Curtis*, 2002 S.D. 102, ¶ 25, 650 N.W.2d 537, 544 (quoting *Tibke v. McDougall*, 479 N.W.2d 898, 904 (S.D. 1992)). As such, this Court should "make all *reasonable inferences* drawn from the facts in the light most favorable to the non-moving party." *Garrido v. Team Auto Sales, Inc.*, 2018 S.D. 41, ¶ 15, 913 N.W.2d 95, 100 (emphasis added) (quoting *McKie Ford Lincoln, Inc., v. Hanna*, 2018 S.D. 14, ¶ 8, 907 N.W.2d 795, 798).

The non-moving party is not required to produce evidence of personal knowledge regarding the alleged tortious actions. Because a court needs to draw all reasonable inferences from the facts presented by the non-moving party, circumstantial evidence may be used to establish such reasonable inference. Once a court makes the determination of reasonableness, it may not choose among competing inferences, regardless of whether one is more plausible than the others. *See American Tel. & Tel. Co. v. Delta Comme 'sn Corp.*, 590 F.2d 100, 102 (5th Cir. 1979); *see also* Daniel P. Collins, *Summary Judgment and Circumstantial Evidence*, 40 Stan. L. Rev. 491, 494 (1988). In this regard, the South Dakota Supreme Court has allowed circumstantial evidence presented by the non-moving party to defeat a motion for summary judgment. *See Garrido*, 2018 S.D. 41, 913 N.W.2d 95.

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In *Garrido*, the plaintiffs purchased a car from Team Auto Sales, Inc., for \$1,500. *Id.* at ¶ 3-4. Plaintiffs noticed the car smelled like gasoline when running and had to be jump started before the test drive; however, they purchased the vehicle "as is." *Id.* After purchasing the car and after an incident that caused plaintiffs to be admitted to the hospital as a result of carbon monoxide poisoning, plaintiffs filed a complaint against Team Auto Sales, Inc. seeking damages as a result of the poisoning from the muffler on the car. *Id.* at ¶ 7-10. Team Auto Sales moved for summary judgement because the evidence could not establish causation, and the circuit court granted their motion. *Id.* at ¶ 10, 14. On appeal, the South Dakota Supreme Court reasoned:

[A]n exact measure of the carbon monoxide levels in the vehicle at the time of the exposure are not essential to create a jury question. The medical evidence that Appellants were suffering from carbon monoxide exposure, the condition of the vehicle exhaust system, and the timing and circumstances of Appellants' reporting to the hospital with these injuries allow a fact finder to conclude that the defective exhaust system was probably the instrument that caused the exposure. In a context such as this, TAS has not presented any case suggesting that causation can only be established by presenting expert testimony that the levels of carbon monoxide in the passenger compartment were toxic while Appellants were sitting in the vehicle.

Id. at ¶ 24. Thus, the Court reversed the grant of summary judgment based on

circumstantial evidence showing causation. See 1d. at ¶ 27.

Therefore, it is not required that Plaintiffs have personal knowledge that Iverson was aware of material defects. There is no "smoking gun" evidentiary requirement to defeat a motion for summary judgment. Plaintiffs have demonstrated sufficient evidence that could lead a jury to find that Iverson had knowledge of material facts and failed to disclose them to Plaintiffs in violation of South Dakota law.

ARGUMENT AND AUTHORITIES

I. The circuit court erred in granting Iverson's motion for summary judgment finding that no material fact existed concerning knowledge of material defect.

a. Iverson's Duties and Obligations to Plaintiffs

As previously stated, Iverson was acting as an agent for the seller and purchaser.

The Buyers Agreement Addendum (APP.005), which was executed by Plaintiffs and

Iverson, constitutes a legally binding contract. The Agency Agreement Addendum to the

Buyers Agreement Addendum was also executed by Plaintiffs and Iverson. The Agency

Agreement Addendum sets forth the following obligations:

- A. The broker may not knowingly say anything or do anything which might place one party at a disadvantage, disclose personal confidences of one party or the other party, or any other information a party specifically instructs the broker in writing not to disclose, unless disclosure is required by law.
- B. The broker may not, without the prior express written consent of the owner, disclose to the buyes/tenant that the owner might sceept a price less than the listing price, nor shall the buyes/tenant, without the prior express written consent of the buyes/tenant, disclose to the owner that the buyes/tenant may be willing to pay a higher price, or accept terms less favorable to the buyes/tenant/tenant than these indicated in the buyes's/tenant's previous offer.
- C. The broker may not represent the interests of either the owner or beyer/tenant to the detrimust of the other party. The broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to permit the broker to represent both the owner and the boyer/tenant.

....

AGENT OBLIGATIONS: Regardless of representation, the broker shall: Disclose all known nuterial facts shout the property which could affect the buyer's'tenant's use or enjoyment of the property, disclose information which could have a material impact on either party's ability to fulfill their obligations under the purchase/lense agreement, respond horestly and accurately to questions concerning the property, and deal honestly and fairly with all parties. The duties of the broker in a real estate transaction do not relieve an owner or buyer/tenant from the responsibility to protect their own interests. You should catefully read all documents to assure that they adequately express your understanding of the transaction. If you have questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding further.

(APP.005)

In addition to the duties and obligations as outlined in the Agency Agreement, a

real estate agent also owes the client a fiduciary duty, which has been defined by this

Court in the following manner:

In some circumstances, because of a relationship between two parties, one party owes the other a duty to act for the other party's benefit. Such a relationship is called a fiduciary relationship. When a fiduciary relationship exists, the party who owes this legal duty is called a fiduciary, and the legal duty the fiduciary owes is called a fiduciary duty.

1.63.1

Real estate agents owe their principals a fiduciary duty to use reasonable efforts to fully, fairly, and timely disclose information to their principals within their knowledge, which is or may be material to the subject matter of their agency. Whether information is material depends on the facts and circumstances of each case. Real estate agents are bound to exercise reasonable care, skill, and diligence in performing the transactions entrusted to them and are responsible for loss legally resulting from their failure to do so. Any acts or omissions by agents in violation of the duties imposed upon them by their agency contract render them responsible to their principals for loss or damages.

Jacquot v. Rozum, 2010 S.D. 84, ¶ 22, 790 N.W.2d 498, 506 (citing Saiz v. Horn, 2003)

SD 94, 668 N.W.2d 332; Hurney v. Locke, 308 N.W.2d 764 (SD 1981)). Whether

information is material is for the trier of fact to determine.

In Salz, the issue was whether a real estate agent is required to inform a buyer of a

seller's requirement to provide a disclosure statement. 2003 SD 94, 668 N.W.2d 332 at ¶

11. The court held that a real estate agent owes a fiduciary duty to their clients, which

obligate them to advise their clients of the rules and procedures involved in a real estate

transaction. The court stated:

Not unlike the requirement of other professionals to inform their clients, real estate agents are expected to advise their principals on the rules and procedures involved in a real estate transaction. Why have realty agents for buyers, if agents, supposedly knowledgeable in real estate transactions, have no obligation to tell clients that sellers are required by law to give a disclosure statement? Such disclosure is legally mandated for the protection of buyers. It can reveal matters that may materially influence a decision whether to purchase a home. Id. at ¶12.

Further, real estate agents "owe their principals ... a duty to use reasonable efforts to fully, fairly and timely disclose information to their principals within their knowledge, which is or may be material to the subject matter of their agency. Material information depends on the facts and circumstances of each case." *Id.* at

¶13,

Iverson seems to believe that the contractual obligations, pursuant to the Agency Agreement Addendum (APP.005.) and his duties as a fiduciary pursuant to well established South Dakota law, simply don't apply to him. When Iverson was questioned regarding his duties, the following responses were given:

- Q: (By Mr. Beardsley:) I'd like you to take a look at Section 3 on Exhibit 2, and I want you to read the second sentence of Subsection C into the record, please.
- A: The broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to permit the broker to represent both the owner and the buyer.
- Q: So you would agree with me that as the real estate agent for the Remingtons you have an obligation to disclose all known material facts about the property which could affect the buyer's use or enjoyment of the property?
- A: No.

(APP.049.)

Iverson seems to think that his only obligation is to do what his clients ask him to do and not provide professional advice as required by the *Saiz* case, or disclose material facts:

- Q: I want you to go down to Agent Obligations on that Exhibit 2 and please read the first sentence.
- A: Regardless of representation, the broker shall disclose all known material facts about the property which could affect the buyer's/tenant's use or enjoyment of the property, disclose information which could have material impact on either party's ability to fulfill their obligations under the purchase/lease agreement, respond honestly and accurately to questions concerning the property and to deal honestly and fairly with all parties.
- Q: And you were the agent on this document, correct?
- A: Yes.
- Q: And it says, Agent Obligations; that's what you just read from?
- A: Yes.
- Q: Are you testifying here today that those are not your obligations?
- A: I did what the Remingtons asked me to do.
- Q: So just so I'm clear, it's your testimony here today that your obligations were only to do what the Remingtons asked you to and have nothing to do with what's stated in this document?

MR. ERLANDSON: Objection, form.

- A: This is what they asked me to do. I did as they requested.
- Q: (By Mr. Beardsley:) And, Bryan, you understand that by signing this you agreed to follow the terms of Exhibit 2; correct?

MR. ERLANDSON: Objection, form; asked and answered.

- A: I did what they asked me to do.
- Q: (By Mr. Beardsley:) So you're testifying here today that you did not agree to follow the duties set forth on Exhibit 2, correct?

- A: I did what they asked me to do.
- Q: And, Bryan, if you did not disclose all known material facts to your clients, that would be a breach of your obligation as a real estate agent; correct?

MR. ERLANDSON: Objection, form.

- A: I did what the Remingtons asked me to do.
- Q: (By Mr. Beardsley:) I know you've said that about four times. I'm asking you if you don't disclose known material facts to your clients, that is a breach of your professional obligations, "yes" or "no"?
- A: No.
- Q: No?
- A: No.

(APP.049-APP.050)

Iverson clearly believes that he is not obligated to disclose material facts to his elients. However, Iverson does not get to make the rules, but he is required by law to follow them. The most important rule that Iverson chose to ignore was the requirement of a property disclosure statement.

II. The Circuit Court erred in granting Defendant Bryan Iverson's Motion for Summary Judgment finding that a property disclosure statement was not required for the sale of the property, which included residential living quarters

a. Property Disclosure Statement

The doctrine of caveat emptor has been abandoned in South Dakota with the adoption of the detailed disclosure statutes relating to residential property. *Engelhart v. Kramer*, 1997 S.D. 124, ¶ 20, 570 N.W.2d 550, 554. "A seller of residential property is required to complete a copy of the statutory disclosure statement." *Fuller v. Croston*, 2006 S.D. 110, ¶ 18, 725 N.W.2d 600, 606. Pursuant to SDCL § 43-4-38, "[t]he seller of

residential real property shall furnish to a buyer a completed copy of the disclosure statement before the buyer makes a written offer . . . [, and if] the seller becomes aware of any change of material fact which would affect the disclosure statement, the seller shall furnish a written amendment disclosing the change of material fact." SDCL § 43-4-38 states:

The seller of residential real property shall furnish to a buyer a completed copy of the disclosure statement before buyer makes a written offer. If after delivering the disclosure statement to the buyer or the buyer's agent and prior to the date of closing for the property or the date of possession of the property, whichever comes first, the seller becomes aware of any change of material fact which would affect the disclosure statement, the seller shall furnish a written amendment disclosing the change of material fact.

Accordingly, a residential property is defined as "all residential real property consisting of not more than four family dwelling units, all of which are contained in one structure[.]" SDCL 43-4-37. The disclosure statute requires "a complete and truthful disclosure made in good faith, not a disclosure simply sufficient to put the buyer on notice of the defects." *Center of Life Church v. Nelson*, 2018 S.D. 42, ¶ 19, 913 N.W.2d 105, 111. "[A] seller's 'good faith' is determined under a reasonable person standard." *Fuller*, 2006 S.D. 110, ¶ 18, 725 N.W.2d at 607. The South Dakota Supreme Court has also noted that the "terms 'truthful' and 'complete' do not operate independently to the exclusion of the other." *Id.* ¶ 22. A person who intentionally or negligently violates the disclosure requirement "is liable to the buyer for the amount of the actual damages and repairs suffered by the buyer as a result of the violation or failure." SDCL 43-4-42.

SDCL 43-4-42 states:

A transfer that is subject to §§ 43-4-37 to 43-4-44, inclusive, is not invalidated solely because a person fails to comply with §§ 43-4-37 to 43-4-44 inclusive. However, a person who intentionally or who negligently

violates §§ 43-4-37 to 43-4-44, inclusive, is liable to the buyer for the amount of the actual damages and repairs suffered by the buyer as a result of the violation or failure. In any court action pursuant to this section, the court may award costs and attorney fees to the prevailing party. Nothing in this section precludes or restricts any other rights or remedies of the buyer or seller.

b. Defendant's Failed to Provide a Property Disclosure Statement

It is undisputed that a property disclosure statement was not provided in this case.

It is also undisputed that Iverson failed to inform anyone that one was required.

(APP.057.)

As demonstrated by the listing, the property included living quarters. In fact, just

prior to the sale, Iverson was aware that someone was actually living in the living

quarters:

- Q: Do you know who lived there?
- A: I believe the gentleman who was leasing the restaurant was staying there.
- Q: Okay. And I think that was Brandon Presley, wasn't it?
- A: I believe so.
- Q: And didn't Keith have a handyman that also lived in the building?
- A: I don't know.
- Q: But you're aware that prior to sale, at least one person did live there?
- A: Yes.

(APP.054.)

While this transaction was labeled as a commercial property sale, due to the presence of living quarters on the property, a disclosure statement was required. In *Miller v. Harrington*, Plaintiffs purchased a tavern business and building. 618 N.W.2d 460, 472 (Neb. 2000). The building was located in a business district and zoned primarily for

commercial use. *Id.* The building also had an apartment on the second floor. *Id.* The purchasers discovered defects with the building and brought suit against the seller and real estate agent alleging, in part, that the defendants failed to provide a disclosure statement.

The statute requiring disclosure statements in Nebraska is nearly identical to SDCL 43-4-38. Neb.Rev.Stat. § 76-2,120(2) provides "that each seller of residential real property located in Nebraska shall provide the purchaser with a written disclosure statement of the real property's condition." SDCL § 43-4-38 states "[1]he seller of residential real property shall furnish to a buyer a completed copy of the disclosure statement before the buyer makes a written offer." Further, Nebraska defines residential property as "real property on which no fewer than one or more than four dwelling units are located." Neb.Rev.Stat. § 76-2,120(1)(c). South Dakota defines residential property as "all residential real property consisting of not more than four family dwelling units, all of which are contained in one structure[.]" SDCL 43-4-37.

In Miller, Defendants argued that the primary purpose of the purchase was commercial, and therefore a disclosure statement was not required. The court disregarded that argument and held:

In this case, § 76–2,120 contains no ambiguity in its terms. Under its plain language, the sale of any property consisting of at least one dwelling unit, but not more than four units, will trigger the disclosure requirements. The statute makes no mention of the buyer's primary purpose for the purchase. The Millers contracted to purchase property with both commercial and residential components. The first floor was a tavern known as C.J.'s Saloon and constituted the Millers' primary purpose for purchasing the property. The Harringtons, however, also informed the Millers at the time of the inspection that the second floor was occupied by a tenant who paid rent. The tenant continued to live there and pay rent to the Millers for 4 to 5 months after closing. Because the property contained at least one dwelling unit, a disclosure statement was required under § 76–2,120(2).

Id. at 475.

In the case at bar, the property was advertised to have living quarters.

There is no dispute that the main building included living quarters:

- Q: And, Bryan, this looks like a description of the living quarters; correct?
- A: Yes.
- Q: And there's a kitchen?
- A: Yes.
- Q: And the picture indicates there's a dishwasher, a kitchen sink, a refrigerator, and a stove in this particular photo; is that accurate?
- A: That's a refrigerator there. This is a different room. (Indicating.)
- Q: Oh, I -- yeah, I'm talking about the photo above the title "kitchen in living quarters". Do you see that photo?
- A: Yep.
- Q: And that includes a stove, freezer/refrigerator, dishwasher, and a kitchen sink and cabinets –
- A: Yes.
- Q: -- in that photo?
- A: Yes.
- Q: And that's located in the main building on the property?
- A: Yes.

(APP.054-APP.055.) Further, it was known by all parties involved that the living quarters had been occupied prior to the sale. (APP.054; APP.109.) Additionally, Plaintiff's primary purpose of the purchase is irrelevant.

human had been and have a second second

The rationale behind the disclosure requirement is to put the buyer on notice of a

material fact or defect that may influence a decision to go forward with the purchase.

This requirement is not optional, as Iverson seems to believe. There are real estate transactions every day that could have a commercial component. However, that does not render SDCL 43-4-38 meaningless. For example, many homes in the Black Hills area are also short-term rentals through Airbnb or VRBO, which are clearly commercial in nature. It would be preposterous for a real estate agent to advise the seller and buyer that a disclosure form is not necessary due to the presence of the business within the home. Similarly, a property may also include a commercial furniture shop in addition to the residence. There is no dispute that the sale in the case at bar contained at least one dwelling unit. As such, this Court should hold that a disclosure statement was required. Given the similarities in the law, Appellants urge that this court follow the same rational and adopt a similar holding to the Supreme Court of Nebraska in interpreting South Dakota's disclosure statute.

c. The property disclosure requirement was not waived by the parties.

It is anticipated that Appellee will argue that if this Court finds that a disclosure statement was required, the "as is" language of the contract for deed constitutes waiver of the disclosure requirements under SDCL 43-4-38 as a matter of law. This argument was refuted by this Court's holding in *Oxton v. Rudland*, 2017 S.D. 35, 897 N.W.2d 356.

The issue in *Oxton* was whether an "as is" clause in a contract for deed waived the property disclosure statement. This Court relied on long standing precedent and held "[b]ecause no clear, unequivocal, or decisive act or acts exist on this record, we reverse the circuit court's summary disposition of the Oxton's claim that the Rudlands violated SDCL 43-4-38." *Id. at* ¶ 22 *citing Norwest Bank South Dakota, N.A. v. Venners*, 440 N.W.2d 774, 775 (SD 1989) (to support the defense of waiver, there must be a showing of

31

a clear, unequivocal and decisive act or acts showing an intention to relinquish the existing right.)). This Court clarified that *Lucero v. Van Wie*, 1999 SD 109, N.W. 2d 893, does not hold that the use of "as is" language or general disclaimers against warranties or representations constitute waiver of the disclosure requirements under SDCL 43-4-38 as a matter of law, but must be determined by the facts of each case. *Id.* at ¶ 21.

The facts of the case at bar do not include a clear, unequivocal and decisive act or acts showing an intention to waive the disclosure requirements. The facts of the case at bar demonstrate dual representation by a real estate agent who misinformed both parties regarding the requirements of a disclosure statement. The facts also demonstrate fraudulent misrepresentations that induced the Remingtons into purchasing the property. "A provision in a contract that the buyer takes the property "as is" does not confer upon the seller a general a general immunity from liability for fraud." *Id.* at ¶ 18 (citations omitted). This principal applies to fraudulent actions by the seller's agent as well. More importantly, "reliance in a fraudulent inducement case is a question of fact," which precludes summary judgment. *Id.*

CONCLUSION

The Circuit Court's ruling fosters and encourages fraud contrary to the public policy of this statute. Based on the foregoing, Duane and Melody Remington respectfully asks that the Court reverse the trial court for the reasons aforementioned.

Respectfully submitted this 2nd day of January, 2024.

BEARDSLEY, JENSEN & LEE, PROF. L.L.C. By 18 Michael S. Beardsley

Michael S. Beardsley

P.O. Box 9579 Rapid City, SD 57709 Tel: (605) 721-2800 E-mail: mbeardsley@blackhillslaw.com Attorneys for Defendants/Appellants

ORAL ARGUMENT IS RESPECTFULLY REQUESTED

CERTIFICATE OF COMPLIANCE

Pursuant to S.D.C.L. §15-26A-66(b)(4), I certify that Appellant's Brief complies with the type volume limitation provided for in the South Dakota Codified Laws. This Brief contains 7917 words and 39,883 characters. I have relied on the word and character count of our processing system used to prepare this Brief. The original Appellant's brief and all copies are in compliance with this rule.

Dated this 2nd day of January, 2024.

BEARDSLEY, JENSEN & LEE, PROF. L.L.C.

By 18 Michael S. Beardsley

Michael S. Beardsley P.O. Box 9579 Rapid City, SD 57709 Tel: (605) 721-2800 Fax: (605) 721-2801 E-mail: mbeardsley@blackhillslaw.com Attorney for Defendants/Appellants

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of January, 2024, I electronically filed the foregoing Appellants Brief and sent one copy of it by U.S. Mail, first-class postage prepaid to:

John Nooney Robert Galbraith Nooney and Solay 632 Main Street Rapid City, SD 57709

Gregory J. Erlandson Bangs, McCullen, Butler, Foye & Simmons PO Box 2670 Rapid City, SD 57709

I further certify that on 2nd day of January, 2024, I electronically filed the foregoing Appellants' Brief and sent the original and one copy of it by U.S. Mail, first-class postage prepaid to:

Shirley A. Jameson-Fergel, Clerk South Dakota Supreme Court 500 East Capitol Avenue Pierre, SD 57501-5070

> BEARDSLEY, JENSEN & LEE, PROF. L.L.C.

By 1st Michael S. Beardsley

Michael S. Beardsley

APPENDIX INDEX

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STATE OF SOUTH DAKOTA) SS COUNTY OF PENNINGTON) DUANE REMINGTON and) MELODY REMINGTON,) Plaintiffs,) V8.) WILD BILL'S CAMPGROUND AND) RESORT, LLC, KEITH GRIMM,) and BRYAN IVERSON) Defendants.)

IN CIRCUIT COURT

SEVENTH JUDICIAL CIRCUIT 51CIV18-000118

ORDER GRANTING BRYAN IVERSON'S MOTION FOR SUMMARY JUDGMENT

Hearings were held on defendant Bryan Iverson's Motion for Summary Judgment on October 5, 2018 and February 22, 2019. Bryan Iverson appeared personally and through counsel, Gregory James Erlandson. Plaintiffs appeared through counsel Michael Beardsley. Wild Bill's Campground and Resort, LLC, and Keith Grimm was present through their attorney Robert Galbraith.

Based upon the pleadings on file and the arguments of counsel, the Court grants defendant Bryan Iverson's Motion for Summary Judgment thereby dismissing all of Plaintiffs' claims against him.

BY THE COURT:

The Honorable Jeff Connolly Circuit Court Judge

Pennington County, SD FILED IN CIRCUIT COURT FEB 2 7 2019

Ranae Truman, Clerk of Courts dm Deputy

Page 1 of 1

51CIV18-000118

RANAE TRUMAN, Clerk of Courts

Order Granting Motion for Summary Judgment

APP.001

Filed: 3/11/2019 4:54 PM CST Pennington County, South Dakota

51CIV18-000118



BUYERS AGENCY AGREEMENT (EXCLUSIVE AGREEMENT TO REPRESENT BUYERS)

(This is a legally binding contract. If you do not understand it, seek legal advice.)



Broker will assist Buyer as Buyer's exclusive agent under the terms specified herein. Bayer represents to Broker that Buyer has not employed, retained, contracted with nor in any other manner engaged another broker to assist in acquiring an interest in the property that is within the scope of this Agency Agreement. Buyer agrees to protect, defend, indemnify, and hold Broker harmless from any claims, demands, suits, actions by or on behalf of another Broker and all expenses related thereto, including reasonable attorney's fees, arising from any breach of this representation by Buyer. The Broker and Buyer, as parties to this agreement, agree that a party in breach of any of the covenants, promises or obligations arising under this contract shall be liable and responsible for attorney's fees and costs that may result from enforcement thereof as against the party in breach.

- Buyer gives Broker the exclusive right to locate and/or assist in negotiations for the purchase, exchange, or option to purchase property (purchase) at a price and with terms acceptable to Buyer.
- Buyer agrees to compensate Buyer's Broker. THE AMOUNT OF COMPENSATION SHALL BE ______ percent of the selling
 price OR S ______, whichever is greater, plus appropriate tales/survice tax, which may be satisfied in whole or in part by
 payments from a cooperating Processor Sellor, Or proprieties for state backer, Buyer agrees to pay Broker ______ of
 purchase price, but said amount will be reduced by any amount pair by Seller.
- Buyer acknowledges that they have received a copy of an Agency Relationship Disclosure and agree in writing to the applicable Agency Relationships as shown in the herein attached Agency Addendum.
- Buyer acknowledges and consents that Broker may represent other buyers who may have an interest in presenting purchase agreements on any given property for sale by a Seller.
- 5. BUYER'S OBLIGATION: Buyer will:
 - Work exclusively with Broker for the purchase of property.
 - B. Provide Broker with accurate and relevant personal financial information to determine Buyer's ability to purchase property.
 - C. Compensate Broker as nutlined in paragraph two (2) if Bayer purchases property or defaults on an Agreement to purchase during the period of this contract.
 - D. Compensate Broker as outlined in paragraph two (2) if Buyer purchases a property within <u>60</u> days after the end of this Agreement which Broker has shown to Buyer during the term of this Agreement. If Bayer enters into an Exclusive Agreement with another broker after expiration of this agreement, this agreement shall be null and void in its entirety.
- 6. Description of property desired:
 - A. Type of property: Wild Bill's Campground Bar & Grill
 - B. General location: Northen Black Hills
 - C. Price range:

8.

- 7. Other Provisions: Only for this transaction
 - This agreement shall begin <u>April 27, 2017</u> at ______a.m./ []p.m., and shall continue until the earlier of May 31, 2017 at 5:00 [] a.m./ [X] p.m., or completion of the acquisition of the property.

However, if a purchase agreement is entered into by Buyers during the term of this agreement, the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchase property only.

Receipt of a copy of this contract by the buyer has been acknowledged.

Duane Remington	D. & L	4.27-17
Buyer's Name - Typed or Printed	Buyer's Signature	Date
Melody Remington	Melody Remingto	n 4-27-17
Buyer's Name - Typed or Printed	Buyer's Signature	Date
6835 Arcadia St., Summerset, SD 5771	8	
Address	1 11	Email
Broker:	by Agent:	Date:
*****	***************************************	*************
THIS AGREEMENT IS EXTENDED		
Room	sipt of a copy of this contract by the buyer has been acknowl	ledged.
Buyer;		Date:
Bayer:		Date:
lroker:	by Agent:	Date:
	vright © 2017 Black Hills Association of REALTORS®. All Rights Re he use of the members of the Black Hills Association of REALTORS	
Secula: 072420-000149-0300212	na fra hinne senten anter a sette de la companya d Managemente de la companya de la comp	forAPP.002 ty

Prepared by: Bryan Isacom | REWAX Results | bryentPi22d@great.com |



Black Hills Association of REALTORS*

ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This adde	ndum/amendment is made on April 28, 2017	and becomes
an integra	I part of the Purchase Agreement dated/accepted on April 27, 2017	
hetween	Duane & Melody Remington And for Alligns	("Buyer") and
	Campground & Resort, LLC	_ ("Seller") for the
purchase	and sale of the Property located at 21372 US Hwy 385, Deedwood, SD	57732

The Partles agree that the Purchase Agreement is modified as follows:

1. To change wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1

All other terms and conditions of said Agreement remain unchanged.

UYER:	SELLER:
Date 17. 10 Delto Ly Repnis	Date / Signature
Date Signature	Date / Signature
The following is for informational purposes	only and they shall not be considered parties to this conti
	Selling Salesperson: Bryan Iverson
Selling Company: Re/Max Results	DBIILIQ Galappelasin

Copyright 62017 Black Hills Association of REALTORS*. All Right Reserved.

This form is authorized for the use of the members of the Black Hills Association of REALTORS® only. (revised) BHAR 05/07 formsimplicity

Surjets; 012722-1001-42-2393870 Prepared by:Byon Iversion | REMAR Results | bryon/9422@groat.com |

APP.003

Addenda #1: Other Provisions:

 Seller and Buyer agree that Wild Bill's Campground is being sold as-is with no warranty.

All Licenses and Certificates associated with the campground to be current prior to closing. After closing Buyer is responsible to transfer all License and Certificates.

 All Rights to Wild Bill's Campground Saloon and Grill – Name, Logos, Website, Domain Name, Business Phone Number and/or any other use of the name to go to the Buyers.

The cost of all existing inventory and supplies to be reimbursed to the Seller at the time that the Buyer assumes the business.

Seller to provide training at the start of the season at the start and the close of the season. Also will be available during the season.

Seller to provide list of all Suppliers and Vendors associated with the campground.

Seller to provide a Disclosure to Hold Harmless the Buyers for any legal action or litigation that may have happened before the transfer of ownership to the Buyers.

8. Contract for Deed – \$200,000 down at closing with the remainder to be amortized over 20 years at 5.5%. Equal monthly payments to be made by the 5th of each month over the next 240 months. Buyers reserve the right to payoff the loan early without penalty.

Payments to be setup with Old West Escrow Company (Fee to be split 50% Seller and 50% Buyer).

 Buyers will be responsible for Real Estate Taxes and Insurance for the Campground starting the day of closing.

Buyer

outh Hear

Seller

APP.004



AGENCY AGREEMENT ADDENDUM



for APP.005

This addendum is attached to and made a part of the Exclusive Listing Agreement Buyer Agency Agreement dated 4/27/17 between Re/Max Results (Brokenge Firm) and Duans & Melody Remington (Client).

I. IF THE BROKER REPRESENTS THE SELLER/LANDLORD or BUYER/TENANT: If a broker enters into an agreement to represent an seller/landlord or buyes/tenant as a client, the broker and all licensees associated with that broker represent the client. An agent/subagent owes the client the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and fall accounting.

The responsible broker may appoint other affiliated licensees during the term of the brokerage agreement should the appointed agent not be able to fulfill-the terms of the brokerage agreement or as by agreement between the responsible broker and the citers. An appointment of another affiliated licensee or an additional affiliated licensee does not-relieve the first appointed agent of any duries orded to the client. In an appointed agency relationship, the responsible broker and, if applicable, the responsible broker's designated broker will act in a limited agency capacity.

III. IF A BUYER/TENANT REPRESENTED BY A BROKER WANTS TO SEE A PROPERTY OF A SELLER/LANDLORD BEING REPRESENTED BY THE SAME BROKER: A real estate broker acting directly or through an associate licensee or appointed agent can legally be the agent of both the seller/landlord and the buyer/tenant in a transaction, but only with the knowledge and written consent of both parties. Upon such consent the broker, associate licensee or appointed agent represents both the seller/landlord and the buyer/tenant and the following provisions will govern the actions of the broker:

- A. The broker may not knowingly say anything or do anything which might place one party at a disadvantage, disclose personal confidences of one party or the other party, or any other information a party specifically instructs the broker in writing not to disclose, unless disclosure is required by law.
- B. The broker may not, without the prior express written consent of the owner, disclose to the buyer/tenant that the owner might accept a price less than the listing price, nor shall the broker, without the prior express written consent of the buyer/tenant, disclose to the owner that the buyer/tenant may be willing to pay a higher price, or accept terms less favorable to the buyer/ tenant than those indicated in the buyer's/tenant's previous offer.
- C. The broker may not represent the interests of either the owner or buyer/tenant to the detriment of the other party. The broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to permit the broker to represent both the owner and the buyer/tenant.

CONSENT AGREEMENT: If the seller/landlord elects to negotiate with a buyer/tenant that is a client of the broker, or a buyer/tenant elects to negotiate with a seller/landlord that is a client of the broker, it is understood that both parties will be required to confirm, in writing, their election to have the broker act as a consensual limited agent.

AGENT OBLIGATIONS: Regardless of representation, the broker shall: Disclose all known material facts about the property which could affect the buyer's/tenant's use or enjoyment of the property, disclose information which could have a material impact on either party's ability to fulfill their obligations under the purchase/lease agreement, respond honestly and accurately to questions concerning the property, and deal honestly and fairly with all parties. The duties of the broker in a real estate transaction do not relieve an owner or buyer/tenant from the responsibility to protect their own interests. You should carefully read all documents to assure that they adequately express your understanding of the transaction. If you have questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding further.

Having read and understood this informatio	a about agency, I instruct Broker as initialed below:	0.0 .0
I agree to an appointed agency relationship		I_NIA JAKIMR
1 den Tra	tion as described in section III above. Yes Off-+ MRNo 10100.447 <u>4.27-17 47.6 Woly Bl.M. 1945</u> (date/time) X Buyer/Tengaht) Seller/Landlord	NA/ /0100 /-27-/7
Buyer/Tenant Sciler/Landlord	by the Run	(date/time) 4/27/17 10:00
X Broker	(date/time) X Agent	(date/time)

Prepared by: Bryan Averson | REMAX Results | bryan#422@gmail.com |

SerieVX: #22808-100149-3300034

REAL 1 TATE PURCHASE AGRI MENT COMMERCIAL/AGRICULTURAL

(This is a legally binding contract. If you do not understand it, seek legal advice)

EARNEST MONEY DEPOSIT - PARTIES TO CONTRACT - PROPERTY. Purchasers: Durine & Melody Reministron. Artificier: A 551 5 102

Broker hereby acknowledges receipt of Parnest Money in the aniount of (\$_10,000.00

Ton Thousand and 00/00------DOI,LARS

1

Cash 🗌 Check 🕅 to be deposited the next legal banking day after acceptance of this offer on the property legally described as:

Wild Bill's Camperpund Bar & Grill

Lot E ex H1 (.04 ac) & H2 (.06 ac) & Lot B-2 of HES 137 Acres: 11.21 Sec. 18 Township 4 North, Range 4 East Tracts 0091-A

& 0091-B Acres: 1.53 Sec. 17 Township 4 North, Range 4 East

also known as: _21372 US Hwy 385, Deadwood, SD 57732

Sollers: Wild Bill's Camppround & Resort, LLC

Purchaser and Seller acknowledge that Broker is the limited agent of both parties to this transaction as outlined in Section III of the Agency Agreement Addendum and authorized by Purchaser and Seller. Yes I No (Initials) Purchaser III (Initials) Purchaser III Seller Ka. / N/A

2. PURCHASE PRICE. The total price is to be (\$899,000.00) Eight Hundred, Ninety-Nine Thousand and 00/00 DOLLARS

After entriest money herein is credited, an additional down payment of \$ 9_____ is to be paid by Purchaser on or before ______, After entriest money and down payment are herein credited, the remaining balance is to be paid by Purchaser at closing.

- 3. FINANCING. If this offer is contingent upon Purchaser obtaining a new lean, Purchaser agrees to immediately make application for and differently endeavor to procure such lean without delay, and to sign the note and mortgage within five (5) days after they are ready. (Bayer Is going with a Contract for Deed with the Selfer -- See Addenda #1
- 4. TITLE. Merchantable title shall be conveyed by Warranty Deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. An Abstract of Title shall be continued to date and furnished promptly to buyer for examination. In lieu of an Abstract of Title, an owner's policy of Title insurance in the amount of purchase price may be substituted with cost to be distributed as follows: Seller: 50% Purchaser: 50%.
- 5. INSPECTIONS. This offer ist<u>contingent</u> upon the following inspections: 1) Septic Tanks to be pumpled, inspected or provide information from last time completed Seller Expense. 2) Well Test with the SD DENR are up to date and acceptable Seller Expense. 3) Buyer to inspect the property and the Equipment that stays with the property. 4)Buyer may conduct any other inspection decraed expressions.

Inspections shall be completed within 30, days of acceptance of this offer.

Should the results of any inspections not be satisfactory to Purchaser, then, within this same period, Purchaser shall notify Seller or Listing Broker in writing of the specific dissatisfaction and at which time parties may renegotiate or terminate this contract. If Purchaser fails to specifically approve or disapprove any inspections within the time specified, then Purchaser shall be deemed to have approved and accepted the property in its present condition and any real estate licensee having anything to do with this transaction does not have any further obligation to Purchaser as to such inspections or agreement.

INITIALS: PURCHASER DIR I MIR SELLER K.G. 1

Pege 1 of 2

APP.006

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6. PRORATIONS. Taxes are to be pather in the provided and provided and provided and the provided and the

Other prorations: 1) All deposite and prepaids for 2017 reservations will be used as initial down payment on the Contact for Deed, as of 4/27/17 the balance is \$17,000. Any additional deposits from 4/27/17 until closing will be paid to the Buyer.

- 7. SURVEY: Current County GIS Boundary Survey to be neceptable with the Buyers.
- 8. OTHER PROVISIONS: See Addenda # 1
- CLOSING/POSSESSION. Possession and closing shall be given to Purchaser on or before (date) <u>05/15/17</u>, provided, however, delivery of possession is conditioned upon clasing.
- 10. EARNEST MONEY/DEPOSITS. Listing office shall deposit and hold all earnest money and other deposits until sale is closed. If this offer is not necepted by Seller, or if Purchaser is unable to secure financing, if so contingent, or if no agreement is reached regarding conditions found on inspection report(s), this agreement is void and Purchaser's money shall be returned in full, less any expenses incurred on Purchaser's behalf, including any inspection ordered by Purchaser.
- ADDENDA TO THIS AGREEMENT. The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state, 1/Addibida #1

12, TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dated this 27th day of April, 2017 at 10:00 a.m.

This agreement is void if not accepted by Seller by the 27th day of April, 2017 by 5:00 p.m.

Purchaser Y	Purchaser	11. Jelov	ly Reinington
On this 27 day of April	(month)	, the foregoing (year)	s offer is:
(Initial)ACCEPTED KG /	, NOTACCEPTED	1	; COUNTERED/
Yeith Hum	- President	4/2	r/17

THE FOLLOWING IS FOR INFORMATION PURPOSES ONLY:

Re/Max of Rapid City Selling Company Beynn Iverson Selling Licensea

Re/Max of Rapid City Listing Company Bryan Iverson Listing Licenson

SDREC/COM-AGPURAGREE/8-99 Page 2 of 2 $\{ (n+1), \dots, (n+1), \dots, (n+1), \dots, (n+1) \}$

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Addenda #1: Other Provisions:

 Seller and Buyer agree that Wild Bill's Campground is being sold as-is with no warranty.

All Licenses and Certificates associated with the campground to be current prior to closing. After closing Buyer is responsible to transfer all License and Certificates.

 All Rights to Wild Bill's Campground Saloon and Grill – Name, Logos, Website, Domain Name, Business Phone Number and/or any other use of the name to go to the Buyers.

The cost of all existing inventory and supplies to be reimbursed to the Seller at the time that the Buyer assumes the business.

Seller to provide training at the start of the season at the start and the close of the season. Also will be available during the season.

Seller to provide list of all Suppliers and Vendors associated with the campground.

Seller to provide a Disclosure to Hold Harmless the Buyers for any legal action or litigation that may have happened before the transfer of ownership to the Buyers.

8. Contract for Deed – \$200,000 down at closing with the remainder to be amortized over 20 years at 5.5%. Equal monthly payments to be made by the 5th of each month over the next 240 months. Buyers reserve the right to payoff the loan early without penalty.

Payments to be setup with Old West Escrow Company (Fee to be split 50% Seller and 50% Buyer).

10. Buyers will be responsible for Real Estate Taxes and Insurance for the Campground starting the day of closing.

<u>9-27-7</u> Date Buyer

Kult Hur 4/27/17

Reminstre 4-27-17

Seller

Date

APP.008

-14 DUANE OF MELODY REMINISTON 12701 XHENE ON THE BOS -431-5231 5657 4-27-17 \$ 10,000 icher & the hautand det tellan 100 f IGHMARK-partylene n.Keminton un annt 12901629666120002422000204#5657 Alladate Str.S.

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CONTRACT FOR DEED

THIS AGREEMENT is made and entered into this 12 day of Muy, 2017, between Wild Bill's Campground and Resort, LLC, of 851 Ennen Drive, Rapid City, South Dakota 57703, (hereafter Seller) and Duane and Melody Remington, of 6835 Arcadia Street, Summerset, South Dakota 57718, (hereafter Buyers).

1.

REAL PROPERTY. That if Buyers shall first make the payments and perform the covenants hereinafter set out on Buyers' part to be made and performed, the Seller hereby covenants and agrees to convey and assure good and merchantable title to the Buyers, in fee simple, free and clear of all encumbrances and liens except for easements, special assessments, reservations, restrictions, and rightsof-way of record, by good and sufficient Warranty Deed (same to be deposited in escrow at time of closing), to the following real property, to-wit: Wild Bill's Campground Bar & Grill, 21372 US Hwy 385, Deadwood, Lawrence County, South Dakota, legally described as:

> LOT E AND LOT E-2 OF H.E.S. 137 LOCATED IN SECTION 17 AND SECTION 18 TOWNSHIP 4 NORTH, RANGE 4 BAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO PLAT BOOK 4 PAGE126 AND PLAT BOOK 6 PAGE 214 EXCEPT LOT E-1 AND E-3 OF THE SUBDIVISION OF LOT E AND EXCEPT LOTS H1 AND H2 IN LOT E ACCORDING TO PLAT DOC #2001-4464.

> TRACT NO. 0091-A LOCATED IN SECTION 18, TOWNSHIP 4 NORTH, RANGE 4 EAST, ACCORDING TO PLAT DOCUMENT NO. 89-1596 AND TRACT NO. 0091-B LOCATED IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 4 EAST, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO PLAT DOCUMENT NO. 89-1597.

> > 2.

PERSONAL PROPERTY AND CHATTELS. The personal property/chattels to be purchased in accordance with the terms and conditions of this Contract, include the following:

- A. The trade name, "Wild Bill's Campground Seloon and Grill," and all trademarks and logos, signage, website(s) and other marketing titles, slogans or techniques, and the current business phone number.
- B. All equipment, furniture, furnishings, trade fixtures, supplies and miscellaneous personal property of the business known as "Wild Bill's Campground Saloon and Grill" and located on the business premises in Deadwood, South Dakota. (Reference list of chattels attached hereto as Exhibit "A" and incorporated herein by this reference)

Page 1 of 9

EXHIBIT

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- C. The cost of all existing inventory and supplies to be reimbursed to the Sellers as of date of closing.
- D. The Good Will of the business known as "Wild Bill's Campground Saloon and Grill" as operated and conducted in Deadwood, South Dakota.
- E, Seller to provide a list of all suppliers and vendors associated with the Campground.
- F. All applicable licenses and certificates associated with the campground the parties agree will be current and in good standing as of date of closing. After closing, Buyers agree to transfer all such licenses and certificates.

The above referenced personal property and chattels shall be conveyed by good and merchantable Bill of Sale, which shall be held in escrow until all sums due and owing hereunder have been paid in full. Further in this regard, the Purchase Agreement dated April 27, 2017 executed by the parties hereto and all addendums thereto, shall be incorporated herein by this reference and unless modified by this Contract, shall be binding upon the parties.

PURCHASE PRICE AND METHOD OF PAYMENTS: As purchase price for the abovedescribed property, Buyers shall pay the sum of Eight Hundred Ninety-Nine Thousand Dollars and No Cents (\$899,000.00) in the following manner:

3.

A. Earnest Money. Both parties acknowledge Buyers' earnest money deposit in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), the receipt of which is hereby acknowledged by Seller.

B. Deposits. Both parties acknowledge that all deposits and prepaids for 2017 reservations in the amount of Seventeen Thousand Dollars and No Cents (\$17,000.00) will be used as the initial down payment by Buyers.

C. Down Payment: The sum of One Hundred Ninety Thousand Dollars and No Cents (\$190,000.00) down payment will be paid by Buyers to Seller on date of closing.

D. Balance: The balance of Six Hundred Eighty-Two Thousand Dollars and No Cents (\$682,000.00) shall be amortized over a period of twenty (20) years with monthly payments commencing June 5, 2017, to be paid to Seller's escrow account to be established at Old West Escrow, 2800 Jackson Blvd, #406, Rapid City, South Dakota 57702, along with instructions to release the Warranty Deed to Buyers upon completion of all payments provided in this Contract. The monthly payment shall be Four Thousand Six Hundred Ninety-One Dollars and Thirty-Nine Cents (\$4,691.39) with interest commencing as of date of closing, at the rate of Five and One-Half Percent (\$.5%) annually.



Page 2 of 9

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The Amortization Schedule is attached hereto as Exhibit "B." The first payment shall be due and payable June 5, 2017, and due each consecutive month thereafter on the 5th of the month.

The parties acknowledge that Seller currently owes on a Note in the approximate amount of \$350,000.00, secured by a Mortgage against the subject property. The Escrow Company shall first pay Seller's Note at Security First Bank from the Buyers monthly payments, and then forward any remaining payment to the Seller. One Hundred Thousand Dollars of the down payment remitted in accordance with this Contract to Seller by Buyers shall be applied to the balance of said Note at time of closing.

4.

POSSESSION: The parties agree that Buyers may assume possession of the real property described herein on date of closing, which is currently scheduled for May 12, 2017 at Pennington Title Company in Rapid City, South Dekota.

5.

RIGHT TO INSPECT: During the life and term of this Contract, Buyers will keep and maintain the subject premises, and all structures and improvements thereon, in a good state of condition and repair, at least equal to their present condition, reasonable wear and tear by the elements and normal depreciation alone expected. Buyer shall permit no waste on said premises. Seller or its agent, shall have the right to inspect the subject premises from time to time upon reasonable notice and at reasonable times for the purpose of enforcing this paragraph. Buyers acknowledge that they have examined the real property and any equipment or fixtures and furniture (collectively "property") related to the operation of same and acknowledge that the property is acceptable.

б.

TAXES AND SPECIAL ASSESSMENTS: Taxes shall be prorated to date of closing. Seller shall assume responsibility for payment of all 2016 real estate taxes and special assessments (if any) which may be assessed against the premises. In addition to the monthly payment set out herein, Buyers shall pay to escrow one-twelfth (1/12) of the annual property tax on said property, including any increase in same.

7,

PROFESSIONAL FLES: Each of the parties shall be responsible for their own legal and any other professional fees (if any). Seller shall pay the realtor fees.

8.

INSURANCE: The Buyers shall, as of the date of closing designated herein, provide insurance on the property against loss and damages as follows:

Page 3 of \$



A. Fire and extended coverage insurance. Under policies providing no less restrictive coverage than that provided by standard extended coverage policies in an amount of not less than the outstanding balance of this Contract as well as any outstanding remaining unpaid balance pursuant to the terms hereof.

B. Public Liability Insurance. Public liability and property damage insurance customarily carried on similar property, but in no event with limits of less than \$1,000,000 for injury to or the death of any person, \$2,000,000 for injury to or the death of more than one person in any one accident, and \$500,000 for damages to property.

Each of the above policies shall be written by a company acceptable to the Seller and shall provide protection to the Seller either as additional named insured or by endorsement providing for payment to the Seller as its interest may appear. Each such policy shall contain an assurance from the insurer that the policies will not be cancelled without at least ten (10) days prior written notice to the Seller.

9,

INDEMNIFICATION FOR UPKEEP, UTILITIES, ETC: It is understood and agreed that all improvements made on the afore-described premises by Buyers and all utility costs and upkeep of the premises required shall be paid for by the Buyers, and Buyers agree to protect and indemnify the Seller from all costs, expenses, damages or loss by reason of said improvements, alterations, utilities and upkeep.

10.

TITLE: Seller agrees that title to said described real property shall be good and marketable, as determined in accordance with the South Dakota State Bar Association Title Standards and shall be free and clear of liens and encumbrances, except for restrictions, easements, and rights-of-way of record. Title insurance in the amount of the purchase price, as well as the transfer fee, shall be paid equally by the parties. The parties shall equally pay all other closing costs, including filing fees for recordation of deed and ancillary documents. Personal property shall be conveyed by Bill of Sale.

11.

ACREAGE DESCRIPTION: While it is believed by the parties hereto that the subject real estate consists of approximately 12.74 acres, more or less, Buyers acknowledge that they are not relying on any representations of Seller or any agent of Seller as to the exact acreage of the subject real estate. Buyers acknowledge that they have made their own independent investigation as to the total acreage

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APP.013

involved and agree to be bound by the acreage as it actually exists without any adjustment in purchase price.

12.

PLACE OF PAYMENT: Upon execution of this Agreement, the parties agree to deposit with Old West Escrow, a good and sufficient Warranty Deed to the property described herein, together with an executed copy of this Contract. Said document shall be retained by the ascrow company pending complete performance of all of the terms, covenants, and conditions of this Agreement to be performed by the Buyers. Upon such complete performance by the Buyers, the escrow company shall deliver such documents held by it to the Buyers. The Buyers are responsible for recording the Warranty Deed with the Register of Deeds. Old West Escrow's setup fee and the monthly fee to maintain the escrow account shall be paid 50% by Seller and 50% by Buyers.

13.

MECH/.NIC'S LIENS: Buyers shall not permit the filing of any mechanic's liens or materialman's liens on the above-described property at any time during the term of this Contract. If any mechanic's liens are filed, they shall be discharged by Buyers within a period of thirty (30) days after the Buyers receive notice of said filing. All expenses associated therewith shall be paid equally by the Buyers and Seller.

14.

PROPERTY PURCHASED IN "AS IS" CONDITION. Buyers acknowledge that they have examined the subject real estate and the improvements thereon and accepts the same in its present condition, and acknowledge that they are not relying on any representations or warranties, express or implied, of Sellers or any egent of Sellers, other than those described in this Contract, and the Buyers in buying said property are relying solely on their own judgment. Buyers hereby accept the subject real estate in its present condition. Buyers are buying the subject property in an "as is" condition, with Buyers to be responsible for the cost of all repairs necessary after the date of this Contract.

15.

ADDITIONS AND ALTERNATIONS: Buyers shall make no major additions or alteration to the property described herein without the express written consent of the Seller. Upon obtaining such consent, all work shall be accomplished in a good and workmanlike manner. All additions and alterations made to the property shall be paid for by Buyers, and Buyers shall protect and indemnify Seller from all costs, expenses, damages, or loss by reason of said additions and alterations. Title to such additions and alterations shall vest in Seller and be subject to this Contract.



Page 3 of 5

REMOVAL OF IMPROVEMENTS: Buyers agree not to dismantle or remove any of the improvements on the subject premises without the written consent of Seller.

16.

17.

SALE OR ASSIGNMENT: Buyers understand and agree that they shall not assign or sell the above-described property, until all amounts due under this Contract are paid in full.

18.

DEFAULT: In the event Buyers default in the performance of any of the terms, covenants, conditions or obligations of this agreement assumed by them. Seller shall have the option to declare all deferred balances due and payable. Said option shall be exercisable by giving to the Buyers by certified mail, written notice of the nature of such default. If such default is cured within thirty (30) days from the date of notice, all provisions of this Contract shall remain in full force and effect. However, if any default shall occur twice in any one (1) calendar year or four (4) times during the life of this Contract and notice of such defaults have been given to the Bayers, then any subsequent default shall be deemed to be deliberate and upon such subsequent default, Buyers shall not have the privilege to cure the default unless granted in writing by Seller in Seller's sole discretion. All costs and expenses incurred by Seller in giving Buyers Notice of Default shall be added to the balance due hereunder and shall be paid by Buyers not later than the date on which the next payment is due. In the event of the failure of the Buyers to cure such default within said thirty (30) day period or in the event Buyers shall not have the privilege to cure the default, then the entire deferred balance interest shall be accelerated and declared due and payable, and Seller shall have the right to retake possession of all the property purchase hereunder, including all buildings, improvements, utilities, service lines and other such property as may be affixed to the realty as well as any chattels to be purchased in accordance with the terms hereof and to retain all payments made by the Buyers and improvements made by them on the premises as liquidated damages for the breach of this Contract, accurate damages being incapable of ascertainment. In the event of such default, all other remedies available to the Seller under the laws of the state of South Dakota, shall accrue to the Seller.

19.

COSTS OF DEFAULT, CURING AND OTHER REMEDIES: It is specifically understood and agreed between the parties hereto that all payments made by Buyers to Seller up to the time of any default and all improvements made on the premises up to the time of any default shall be deemed as a reasonable amount for delivery of possession and for the use and occupancy of the premises to the

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time of such default. In the event Buyers correct any alleged default under this Contract within the aforementioned thirty (30) day curative period, then there shall be no acceleration of the payment schedule provided for herein and this Contract shall continue in force as originally written. It is not the purpose of these provisions to exclude any other remedies which might be available to Seller under the laws of South Dakota. Waiver by the Seller at any time of any default hereander on the part of the Buyers shall not constitute a waiver by Seller of any other or subsequent default by Buyers.

20.

PEACEFUL SURRENDER ON DEFAULT: In the event of default on the part of Buyers, they will, on demand, quietly and peaceable surrender the said premises and possession thereof to Seller or Seller's agent.

21.

BANKRUPTCY OR INSOLVENCY: If any proceedings in bankruptcy or insolvency be filed against the Buyers or if any writ of attachment or writ of execution be levied upon the interest herein of the Buyers and such proceeding or levy shall not be released or dismissed within ninety (90) days thereafter or if any sale of the property described herein or any part thereof should be made under any execution or other judicial process or if the Buyers shall make any assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Seller may declare a default under this Contract.

22.

EMINENT DOMAIN: In the event any portion or the real estate described in this Contract is acquired by any political subdivision of government or by a corporation possessing the power of eminent domain, either by eminent domain proceedings or in a transaction in lieu of or under threat of eminent domain proceedings, that all proceeds resulting front such acquisition shall be applied against the latest maturing installment. If these proceeds are greater than the amount of the latest maturing installment, they shall be applied to the next latest maturing installment in like fashion until the proceeds are all applied to installments due under this Contract.

23.

HOLD HARMLESS: Buyers agree to hold the Seller and Seller's successors in interest harmless from any liability of any kind or character arising out of the use and possession of the property covered by this Contract for Deed by the Buyers or anyone claiming under them, including but not limited to reasonable attorney fees incurred by Seller for any allegations, claims or other liability to

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MR

which the Seller is named as a party, or threatened to be made a party, arising out of Buyers use and possession of said property or anyone claiming under them.

24.

WAIVER: The waiver of any breach of this Contract by the Seller shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or any other provision in this Contract.

25,

NOTICE: Any notice pursuant hereto shall be accomplished by certified mail to the respective parties at the following address, unless notified in writing of any address change, to-wit:

SELLER: Wild Bill's Campground & Resort, LLC c/o Keith & Shelly Grimm 851 Ennen Dr. Rapid City, SD 57703 BUYERS: Duane and Melody Remington 6835 Arcadia St. Summerset, SD 57718

26.

TIME: Time is of the essence of this Contract.

27.

BINDING UPON SUCCESSORS, HEIRS, ETC.: This Contract shall be binding upon the

parties, their heirs, successors, administrators, executors, and assigns.

28,

APPLICABLE LAW: This Contract should be construed and interpreted in accordance

with the laws of South Dakota.

MAY , 2017. Dated this 12th day of

BUYERS:

SELLER: WILD BILL'S CAMPGROUND & RESORT, LLC

By:

Its: President

DUANE REMINCTON

Melody REMINGTON

Page 8 of 9

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STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this the 18th day of , 2017, before me, the undersigned Notary Public, personally appeared Keith Grimm who ackifwledged himself to be the President of Wild Bill's Campground & Resort, LLC, a limited liability company, and that he, as such President, being authorized to to do, executed the foregoing instrument for the purposes herein contained, by algaing the name of the corporation by himself as President.

M. KIN CONLSS WHEREOF, I have hereunto set my hand and official seal.

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SOUTH

Expires:

All Notary Public

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

SEAL

ommission of pines:

alday of On this @ , 2017, before me, the undersigned officer, personally appeared DUANE REMINGTON, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein pontained.

Notary

M. KIR MEREOF, I have hereunto set my hand and official seal.

SOUTH DAY STATE OF SOUTH DAKOTA)SS. COUNTY OF PENNINGTON

nines.

On this, day of UCLY , 2017, before me, the undersigned officer, personally appeared MELODY REMINOTION, know to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contact and acknowledged that he executed the same for the purposes

WHEREOF, I have hereunto set my hand and official scal.

Noviry Public

(SEAL)

commentation

Page 9 of 5

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2	COMIN C	- Harristan	I ENVIRONMENTAL	CBGHT	~ B	2		lied as a witness herein, having been first duly	
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2	AND RESOL	R, LLC., KETH				7	Q	Wy name is Mike Beardsley. I represent Duane	
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9		Defendants.	1			9		Could you please state your full name and	
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					1	i.			3
i		APP	BARANCES			1	Å	Right, Yes.	
2	Represent	ing the Plaintif				2	0	And you might want to speak up just a little hit	
ŝ		MR. MICHANI, S. I Boardsley, Jerse	an a Lee			3		so she can catch what you're hearing - what	
4		Attouneys at Las 4200 Beach Drive	a, Suite 3			1		you're saying.	
5		Reptid City, 50	57702			5	λ	Okay.	
6	Represent	the Defendant				5	0	Weith, this is probably the most important. If	
1		MR. JOHN E. NOCH NOUNDY & Solay	40Y			,	*	you don't understand one of my questions, will	
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ŝ.		Repaid City, SD	57702			8	à	Yes,	
¢.	Represent	ing the Infendent MR, GREECRY J. 5			0		ò	Disay. And if you do answer my question, I'm	
ĩ			Bather, Foyo & Sime	conel		1	×	going to assure you understood it; is that fair?	
2		333 West Boulew Repid City, SD	un\$				2	방법 방법 방법 가격을 가지 않는 것은 것을 가지 않는 것을 가지 않는 것을 하는 것을 수가 있다.	
		refers confit and			а.		A	Yes, had T doubt thick this is miss to take all does	
3	WITNESS		INDEX	10.00	8		Q	And I don't think this is going to take all day,	
4	REFS	H GRIDM		PAGE	8			but if at any time you need a break, you just	
ŝ.		oominalisi bi mi	EPEAVEEON	3	0			let us know and we'll take a break.	
Ē.	3	an an an an an ang	N BY MR. INVADULY	68	8			The only caveat to that is if we're in the	
3	3151515		XHIBITS	(6) H E	1			middle of an answer, I want you to finish the	
8	EXCH. 190.	DESCRIPTION		RAE	8			answer and then we can take a break.	
2	17	Seller's Propert Disclosure State	ey Condition	29	3		A	Yes,	
0	18	Photographs of v	ericus places	51.	2		0	Okay. May I call you Maith?	
5	10	in become	w Lebrare	177	2		A	Yes.	
2	19	Photographs of 1		57	2.		Q	Keith, where did you grow up?	
3	20	Ostoner puchas Squipnent for 3t	ion Deepe Fran HOO ion Deepe 2520	67	2		A	Rapid City.	
4					5		Q	Have you lived in Rapid your whole life?	
5					23	5	A	Yes.	<u>.</u>
					2				4

BLACK HILLS REPORTING 721.2600

24

-			-			-
1	Q	Can you summarize your education for me.	1		stuff, but nainly that's what we were using.	
2	λ	Graduated from Rapid City Central in 1978. Bo	2	Q	How long was that company in existence?	
3		college schooling.	3	Å	Ch, a couple years, I inagine.	
ą	Q	I'm sorry?	4	Q	And why did you nove on from that?	
5	A	No college schooling or anything. I'm just	5	λ	Well, the main reason I moved on, because it was	ê.
6	Q	Gkay, And what did you do after your graduation	6		a lot of work and we found out whenever these	
ĩ		in '78?	2		was good work, everybody that had a hanner was	
8	A	I went to I worked for Bonanza when I was in	8		shingling and recting houses, you know, instead	
9		acheol, and the first year or so when I got out	3		of $-$ and then the rest of the time, there	
9		of actional. And then I worked for Form	10		wasn't enough to do, so.	
1		Insulators, which no lorger exists. It's an -	21	Q	What was your next venture?	
2		it was an insulation company.	12	A	I started up own connercial laundry business,	
3	Q	Okay. Now, your jdo with Benanza, waxa you a	13		centals, laundry business.	
4		waither, cook? Are we balking about the old	14	Q	Nine of that corpany?	
5		restaurant?	15	Å	Grinn's Dust Control and Linen Service.	
6	A	Yep.	16	Q	Wate you the sole owner of that?	
7	Q	Olay.	17	λ	Yes. Well, with my wife, I mean, but yes.	
8	à	Bushoy to dishasher to cook to, you know.	10	Q	Was that just in Repid City or the whole	
19	Q	Row long did you do that?	19		Northern Hills?	
0	A	A couple years.	20	A	We did everything from the western aids of the	
21	Q	And then Roam Insulators?	21		state. We did - it was based out of	
22	λ	Right.	22		Rapid City.	
1	0	That's an insulation corpery, how long were you	23	Q	Now long did you do that?	
24		there?	24	A	10, 12 years 1 suppose.	
25	٨	Probably a couple years again. $I = I \text{ don't}$	25	0	Did you sell the business?	
_		5				7
1		researce.	1	۸	Sold it to Servall.	
2	Q	And just a labor position there?	2	Q	I can't keep track what year we're on. What	
3	λ	Yes.	3		year did you sell it?	
4	Q	Then what did you do?	4	Α	I sold it in '01, I believe. 2001.	
5	A	I went to work for Lloyd's Caupet Cleaning.	15	Q	With the sale of the business, was there a sale	
6	Q	How long ware you at Lloyd's?	16		of property as well?	
3	A	Three years.	3	A	No. I kept the building. He just bought the	
8	Q	What were your duties at lloyd's, just	8		butinera.	
9		installing or business side of it?	9	Q	So after you sold Grims's Dast Control and Linen	
10	λ	Carpet cleaning.	10		Service, what did you do?	
1	Q	Cleaning?	11	λ	Went to work for Second.	
2	A	Stah. It's a cleaning business. Lloyd's Carpet	12	Q	Nes that a part of the purchase agreement?	
3		Cleaning.	13	٨	I was supposed to be there for, I don't remember	
4	Q	Okay. Next jdb?	14		the exact arount of time, but I was supposed to	
5	λ	I did some realing, you know, as my aver. A	15		be there for transition anyway.	
6		roofing business.	16	Q	Gay.	
7	9	Did you have anybody working for you in the	17	A	And ended up being there for a long-team	
8		roofing business?	18	Q	How Long?	
9	λ	Yesh. I had Larry Hill. He's deceased. He's	19	λ	— jdb,	
0		no longer alive,	20		Well, four years before I hought the	
2	Q	West was the rame of the poofing business?	21		coppround, and I'm still working for Servall,	
2	A	liest River Boodworks is what we had.	22		so,	
	2	Did you do anything in addition to roofing with	23	Q	What are your duties with Servall?	
3		that corpany?	24	λ	From back then or right pow	
		mer contraits	10.0			
13 14 15	A	Yeah, we made some waterback and some odd-bail	25		Ormstily.	

-	-			
1	λ	Oursently. I deliver coveralls to the mines in	1 0	Wix?
2		Wright, Wyoning twice a week.	2 A	Fasily nerbers.
3	8	And how have those daties changed from when you	3 0	Did you talk with Bryan Iverson?
4		first started working for them in 2001?	4 A	Yes.
5	A	Well, I was plant manager back then, and I've	5 Q	What was the substance of those discussions?
6		been back there almost every year for unpteen	6 A	I guess basically that I didn't think any of his
7		years or however long I've had the campground.	7	legit complaints, you know
8	Q	How long were you plant menager?	8 Q	Did you ask Bayan Iverson any questions?
9	A	I'm guessing three, three to four years.	3 A	Per — for? Questions of?
10	Q	And that takes us to buying the canpground.	10 Q	the transaction, real estate documents?
11		When did you purchase the campground?	n A	Ro.
12	Α	'05, 2005,	12 Q	And Seith, was your wife involved in this
13	Q	Keith, shat did you do to prepare for this	13	particular transaction and the sale of the
и		deposition today?	14	cappround or was it
15	A	Just reviewed some things, talked with John, you	15 A	No.
16		know, kind of - because I've never done	16 Q	- primarily you?
17		anything like this, so I didn't have any idea	17 A	Prinarily ne.
18		what to propage for.	18 Q	Ckay. You purchased Wild Bill's in 2005. Is
19	Q	Sure. And I don't want to know what you and	19	that what it was called -
20		John talked about. But what did you newiew?	20 A	Yes.
21	A	Basically just give your best opinion or best	21 Q	- back than?
22		answer that you can give and he truthful.	22 A	Wild Bill's Carpground. We did change it to
23	Q	Did you review certain pleadings, certain	23	Wild Bill's Carpground and Resort, LIC. I don't.
24		documents that have been filed in this case?	24	remember for sume what it was before, I guess.
25	A	1 — I looked at Durne's and Bryan's deposit- —	25	It was Wild Bill's Carpyround.
	0.02	9		ц
1		depositions.	1.0	Did you charge the name immediately after the
2	Q	Did you rawies the Notion for Sumary Julgment	2	punchase, if you zecall?
1		and accurpanying documents filed by Boyan	3 A	I don't know. Probabily, but I don't remember.
4		Iverson?	4 Q	When you purchased this corporound, did you use
5	A	No.	5	a real estate agent?
6	Q	Any other documents you newiewed before today?	5 A	Yes.
1	A	Well, I reviewed that - basically those things	7 9	Who is that?
8		I'm supposed to care up with. I don't renember	8 Å	Wall, they had to - their Bealtor is who I went
9		what you call it, the these	9	through. I don't remember what his name was
10	0	Interrogatories?	10	even.
	A	Yes.	11 0	Do you nemericar, was it a dual agency
12		MR. HEMIDELEY: Okay. And those are coming	12	relationship, where one Realtor represented both
13		next week, two weeks?	13	the seller and yourself as the bayar?
14		MR. NCNEY: Probably a couple weeks, yeah.	14 A	I believe it was one Realtor, because I dich't
15		You wouldn't want to interrupt my vacation,	15	him a Braitor or anything to look for me.
16		would you, Nike.	15 Q	Who did you purchase it from?
11		MR. BENEDELEY: We kind of had a time crunch	17 A	The Kings. Bonnie and Chuck King.
18		to get this thing done.	18 Q	Did you discover this because it was listed or?
19	0	(BY MR. HEARDELEY:) After this lawsuit was	19 A	Yes.
20	1	started, did you ever give any statement to any	20 Q	How was it listed; if you recall?
2		insurance corport?	21 Å	I believe it was in just a little magazine or
21			22	something.
21	A	10.		
22	A	50. Besides your attomey. John, have you talked	0.000	
22 23	A Q	Besides your attomey, John, have you talked	23 Q	What was the purchase price?
22 23 24			0.000	

1		resort similar to what it is currently?	1	Q	Did you change the packing lot?	
2	Λ	No.	2	y	No.	
1	0	Ckay. Tell me the difference.	3	Q	So do you recall when you first listed the	
4	A	I've spent 13 years fixing things and putting	4		preparty for sale?	
5		things together and making things the best that	5	A	I'm going to say 2008 or *09.	
8		I can, better and better all the time.	6	Q	You listed the property with Boyan Iverson?	
1	Q	Sure.	7	A	Yes.	
	A	Yeah.	8	Q	And how did that relationship one about?	
4	Q	And in 2005 when you purchased it, there was the	9	Ł	Bryan was a friend of my younger hoother's.	
10		nsin building?	10		They went to school together.	
11	A	Yes.	11	Q	Had you contacted any other real estate agenta?	
12	Q	And carpsibes?	12	¥	9o.	
13	A	Campaites and the duplex cabin.	13	Q	How long have you known Bryan?	
14	Q	Have you added carpsites?	14	λ	25, 30 years.	
15	A	No, not really added much for campaites. I've	15	Q	And it's my understanding your brother is now	
16		added cabins.	16		deceased?	
17	Q	How many calcins?	17	¥	Yes.	
18	A	We have nine.	18	9	Did Bryan and shat's what was your	
19	Q	And when you first purchased it, there was one?	19		boother's name?	
20	A	One — we call it two. It's a cuplex. It's got	20	λ	Les Grinn.	
21		two sides. What's Cabin 1 and 2.	21	Q	Did they just go to high school together, goes	
22	Q	What other improvements over the span of 13	22		up together?	
23		years did you sake?	23	A	I believe — well, I don't know about junior	
24	٨	That's a huge list. I mean, from - well,	24		high or middle school or whetever. I know they	
25		probably are of the first things we did is we	25		went to high school together. I really don't	
_		13			Security and the state of the Problem is strain when the	15
1		had to bring in power. There was no power	3		inco when they first net up.	
\$		there. I mean, you couldn't run anything.	2	Q	So when you listed the property, what was your	
3		So I had to bring in — well, Black Hills	3		reason for trying to sell the property in 2008?	
4		Energy now, put in new transformers and	4	A	I think it was maybe stressful. It's a lot of	
5		everything, and we put in new pedestals.	5		work. It's a full-time, hard-working summer.	
6		And upgraded it all, all that, the water,	6		You miss out on all summer activities whether	
7		the electric, the sever, and everything to that	2		it's family or whatever it may be. You pretty	
8		top end, and we had to run new vaterlines	8		much are stuck there.	
9		through the whole canpground, in the buildings.	9	Q	And I'm sure you operate based on a working	
19		They were all copper — or, not copper,	10		season. Can you tell me when that starts and	
11		galvanized piping, zusty, leaky.	11		erds?	
12	Q	May improvements or remodeling to the buildings?	12	λ	Well, the — I seen that in the — it is not a	
13	A	Cabin 1 and 2 we completely gutted cut and	13		three-, four-nonth job. It's a full, year-round	
14		remodeled then. That was the original cabin,	14		job. I mean, you have to take reservations all	
15		the diplex.	15		year-round, you know.	
16	Q	How about the main building?	16		And if you're not, you know, busy with the	
17	A	Oh, yesh. Changed things around some, you know.	17		restaurant and the campground, you're repairing	
18		Node then more user friendly, I guess you would	18		things or doing things on the off-seeson.	
19		say. I men	19		I think Duane was under the illusion that	
20	Q	The structure renained the same?	20		it's a three-month deal and you just take off	
21	λ	Besides adding the deck on the outside and	21		and that's it.	
22		putting different siding on the front.	22	Q	Sure. That's not what I asked you.	
23	Q	When did you add the deck?	23		What's the on-season versus the off-season	
	A	Right, ten years ago, I'm guessing. Don't know	24		for the callpground?	
25		the exact date.	25	A.	Typically May 15th is when we kind of start the	
		14	1			16

1		season. Sometimes a little corlier, but usually	1	٨	Yes, I quesa.	
2		by May 15th anyway. And then depending on	2	Q	For excepte, inprovements made?	
1		reservations, through the middle of September,	3	٨	Yes.	
4	le:	maybe the end of September.	4	8	Additional orbins?	
	0	With Aquet being the basient month, I assume?	5	A	Yes.	
2	A	Ves.	6	0	And would be ask you about other issues or	
7	Q	So from 2008, the arrangement with Mr. Iverson	1	١.,	problems with the property?	
8		was that during the season, the listing was	8	A	No.	
3		taken off; during the off-season, it was put	9	Q	And I take it he took the photographs that	
10	х.,	back on. Is that connect?	10	ia.	appeared in the listings or did you?	
11	A	I don't know as we started that way, but that's		A	lie took pictures.	
12		the way we have been doing it. "Rowards the	12	Q	And over this epen of ban years, it's my	
13		at least towards the end anyway. I don't	13		understanding that there were numerous	
14		helieve — I think we had it on sale all the	14		interested bayers that would core visit the	
15	lar -	time to start with.	15	i.	bobsch5	
	Q	Do you zementer what the listing price was in	16	A	Yes.	
17	1. S	2008?	17	Q	And when that would coour, Mr. Ivenson would	
22.1	A	Not for sure. It was - I don't know for sure.	18		show the property?	
19		I think it might have been the same as the 899,	120	Å	Yes.	
20		but.	50	Q	In fact, I think it was his bestimony that he	
21	Q	So for ten years, it remained at the same price?	21		was always present during these showings; is	
22	Α	Yes, or close anyway.	22		that your recollection?	
23	Q	And Mr. Iverson was responsible for creating the	23		MR. ERLANISON: Objection; form.	
24		listing; correct?	24	9	(BY MR. BEARDGLEY:) You can go ahead and	
25	A	Yes. 17	25		archer.	19
1	0	And essentially putting the property on the	1,	λ	Yes, I believe so.	6513
2	*	reduct?	1.00	Q	How many real estate transactions have you been	
	λ	Yes.	3		involved in?	
4	Q	During this process, I assume Nr. Iwarson had to	1.22	λ	Real estate? Just, I cold my laundry building	
5		visit the property?	5		to an individual, Sott Sime.	
	٨	Yes.	105	Q	Did you use a Realtor?	
7	1000	And each year Bryan was maponsible for changing	1.12	Å	No, I don't believe so.	
8		the infomation on the listing if things	1.0	Q	Have you ever sold a house?	
9		dange?		Å	No.	
10		MR. HNANDECR: Objection; form.	10		How long have you lived at your current	
11	0	(DY MR. HEARDERY:) Is that fair?	h	*	residence?	
	A	I gures I would do increasers, and then I	12		Since 1980. It was built new.	
13	•	would let his low about these, or maybe he would	1.5	0	And you've never been involved as a real, estate	
M		ask re. I don't know -	14	*	agent; correct?	
15	0	Sup.	15		No.	
	QA	- how that west, but.	15		When you hime a meal estate agent, is it fair to	
		So if the pupperty changed in any way, it was	- 122	×	say that you as the seller would count on then	
17	Q	그는 것은 것은 물건을 다 있는 것은 것은 것 같은 것은 것을 가지요? 이 것은 것은 것을 가지요?	17		for advice?	
18		your responsibility to provide that information	18			
19		to Mr. Iverson?		A	Yes. Red their ids is to help call the remember	
30	13	Yes. And you did that?	20	Q	Ind their job is to help sell the property;	
	~		21		connet?	
21		· 이상 사람 · · · · · · · · · · · · · · · · · ·				
21	A	Yes.	22		Yes.	
21 22 23		Yes. I assume as the listing agent, in addition to	23		And in order to facilitate that process, you as	
	A Q	Yes.			방향 전망	

1						
	A	Yes,	1	Q	Guay. But usually it was Bryan that would do	
2	Q	And that was done in this instance over the span	2		this?	
3		of templus years, was it not?	3	A	¥es.	
4	A	Yes.	4	Q	like many acres are on the property?	
5	Q	In addition to you personally providing	5	A	13, a little over 13.	
6		infomation to your real estate agent,	5	Q	13 acres. How many campaites?	
7		Mr. Iverson also was present at the property	7	λ	100.	
8		hisself; correct?	8	0	One restaurant?	
9	A	What: do you mean?	9	A	Yes.	
10	Q	Wall, he showed the property runarous times -	10	Q	9 osbins?	
11	A	Yes.	11	A	Yes.	
12	0	- he	12	Q	May other outbuildings?	
3	ñ	Yes.	1.3	ñ	There's a shelter, the well house, a shed for	
14	Q	- was familiar with the property?	1.4		laso novers.	
15	A	Yos.	15	0	And a living quarters -	
16	Q	And if there were issues or problems or damage	16	X	And -	
17	×	to the property, you would have told	17	Q	- conned?	
18		Mr. Iverson; correct?	18	λ	In the restaurant and bar, yes.	
19	λ	Yes.	19	Q	In the restantiant and bar, yes. The living quarters is in the restancent and	
		22.554.967		×	방법 같은 가지 않아? 여러 같은 것은 것이 잘 다 가지 않다.	
01	Q	Do you have any idea hos many potential buyers	20		inc?	
21	10	viewed the property in the span of ten years?	21	Å	Well, in the basement.	
22	A	No, I don't have a — I mean, multiple.	22	Q	Yesh. So shen Mr. Iverson sculd show the	
23	Q	And if Mr. Iverson's testimony has been that it	23		property, he had to be familiar with everything	
14		was roughly 30 times that he showed the	24		on the property; connect?	
25		property, you'd have no meason to disagree with	25		MR. ERIANDECN: Objection: form.	22
		3	21			23
1		112	1		MR. NOONEY: Join.	
2	A	No.	2		You can answer, Heith.	
3	Q	Could it have been more?	3	A	1 — 1 guess.	
4	A	I doubt it was more but I	4	Q	(BY MR. HEARCELEY:) Well, I mean, isn't that	
1	A Q	I cloubt it was more but I So during this time frame where he shows the	4	Q	(BY MR. BEARDELEY:) Well, I mean, isn't that fair, that if somebody is trying to sell	
1 5 6	100		10	Q		
	100	So during this time frame where he shows the	5	Q	fair, that if somebody is trying to sell	
6	Q	So during this time frame where he shows the property roughly 30 times, explain to me how	5		fair, that if somebody is trying to sell something, they cught to be familiar with it?	
6 7 8	Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked.	5		fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with	
6 7 8 9	Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if	5 6 7 8	λ	fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything.	
6 7 8 9	Q	So during this time frame where he shows the property roughly 30 times, explain to me how that percess worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know,	5 6 7 8 9	λ	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar</pre>	
6 7 8 9 10	Q	So during this time frame where he shows the property roughly 30 times, explain to me how that percess worked. Well, normally people would contact him, but if scretcyl contacted me, then I would, you know, contact Hayen and say there's scretcy	5 6 7 8 9 10	λ	fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sure. But you would expect him to be familiar with the ins and outs of the property in order	
6 7 8 9 0 1 2	Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know, contact Hayen and say there's somebody interested in looking at the property, and.	5 6 7 8 9 10 11 12	λ	fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in coder to show a potential baser to try to convince them to bay it. "that's fair, isn't it?	
6 7 8 9 0 1 2 3	Q A Q A	So during this time frame where he shows the property roughly 30 times, explain to me how that percess worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know, contact Reyen and say there's somebody interested in looking at the property, and. And then he would schedule a time —	5 6 7 8 9 10 11 12 33	A Q	fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in coder to show a potential baser to try to convince	
6 7 8 9 0 1 2 3 4	Q A Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if sometody contacted me, then I would, you know, contact Hayen and say there's sometody interested in looking at the property, and. And then he would schedule a time — Yo show it. — with —	5 6 7 8 9 10 11 12 33 14	х 0 х	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bayer to try to convince thes to bay it. That's fair, isn't it? MR. ERINDECN: Objection; form. Yes.</pre>	
6 7 8 9 10 11 2 13 14 15	Q A Q A Q	So during this time frame where he shows the property roughly 30 times, explain to me how that percess worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know, contact Reyen and say there's somebody interested in looking at the property, and. And then he would schedule a time — 'No show it. with You've got to let an finish.	5 6 7 8 9 10 11 12 23 14 15	A Q	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bager to try to convince them to bay it. "that's fair, isn't it? MR. ERINDECN: Objection; form. Yes. (BY MR. BEARDELEY:) And in order for</pre>	
67890123456	Q A Q A Q A	So during this time frame where he shows the property roughly 30 times, explain to me how that percess worked. Well, normally people would contact him, but if sometody contacted me, then I would, you know, contact Bayen and say there's sometody interested in looking at the property, and. And then he would schedule a time — 'No show it. — with — You've got to let an finish. I'm sorry.	5 6 7 8 9 10 11 12 13 14 15 16	х 0 х	<pre>fair, that if somebody is trying to sell something, they cupit to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bager to try to convince them to buy it. That's fuir, isn't it? MR. BELINDECN: Objection: form. Yes. (MY MR. HEARDELEY:) And in order for Mr. Iverson to become familiar with this</pre>	
678901234567	Q A Q A Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know, contact Hayen and say there's somebody interested in looking at the property, and. And then he would schedule a time — 'No show it. — with — You've got to let an finish. I'm sorry. I'm sorry. He would schedule a time with you to	5 6 7 8 9 10 11 12 33 14 15 16 17	х 0 х	 fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bayer to try to convince them to bay it. That's fair, isn't it? MR. BENNEON: Objection: form. Wes. (BY MR. BENEDER:) And in order for Mr. Iverson to homme familiar with this extensive property, he had to learn it from 	
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6 7 8 9 10 11 21 31 41 51 61 71 88 19	Q A Q A Q A	So during this time frame where he shows the property roughly 30 times, explain to me how that percess worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know, contact Hayen and say there's somebody interested in looking at the property, and. And then he would schedule a time — 'No show it. with 'Sou've got to let an finish. I'm sourcy. I'm sourcy. He would schedule a time with you to come out and show it? No. Normelly I wasn't in the showing because I	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	х 0 х	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bager to try to convince them to hay it. "that's fair, isn't it? MR. ESUNDECN: Objections form. Yes. (MY MR. HEARDELEY:) And in order for Mr. Iverson to homome familiar with this extensive property, he had to learn it from somebody: convect? I think most of the time he just would be there</pre>	
6 7 8 9 10 11 23 14 15 16 7 18 19 10	Q A Q A Q A Q A Q A	So during this time frame where he shows the property roughly 30 times, explain to me how that percess worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know, contact Bryon and say there's somebody interested in looking at the property, and. And then he would schedule a time — No show it. — with — You've got to let me finish. I'm sorry. I'm sorry. I'm sorry. He would schedule a time with you to come out and show it? No. Normally I wasn't in the showing because I was working.	5 6 7 8 9 10 11 12 13 14 15 14 15 14 19 20	а Q A Q A	<pre>fair, that if somebody is trying to sell something, they cupit to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bayer to try to convince them to bay it. That's fair, isn't it? MR. EXIMPECN: Objection; form. Yes. (MY MR. HEARDELEY:) And in order for Mr. Iverson to herme familiar with this extensive property, he had to learn it from somebody; connect? I think most of the time he just would be there and take pictures of something new and</pre>	
6 7 8 9 10 11 21 31 41 51 61 71 81 91 00 11	Q A Q A Q A Q Q A	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if somebody contacted me, then I would, you know, contact Hayen and say there's somebody interested in looking at the property, and. And then he would schedule a time — You show it. — with — You've got to let an finish. I'm sorry. I'm sorry. I'm sorry. He would schedule a time with you to come out and show it? No. Normally I wasn't in the showing because I was working. So you wouldn't participate in walking around	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	х Q A Q A Q	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bayer to try to convince them to bay it. That's fair, isn't it? MR. BENNEON: Objection; form. Yes. (BY MR. BENEDER:) And in order for Mr. Iverson to become familiar with this extensive property, he had to learn it from somebody; connect? I think most of the time he just would be there and take pictures of something new and Sume. But —</pre>	
6 7 8 9 10 11 22 13 14 15 16 7 18 19 10 11 22	Q A Q A Q A Q A Q Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if sometody contacted me, then I would, you know, contact Bayen and say there's sometody interested in looking at the property, and. And then he would schedule a time — Yo show it. — with — You've got to let an finish. I'm sorry. I'm sorry. He would schedule a time with you to come out and show it? No. Normally I wasn't in the showing because I was working. So you wouldn't participate in walking around and showing a prospective lower the cappround?	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	а Q A Q A Q A	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bayer to try to convince them to bay it. That's fair, isn't it? MR. BRUNDEON: Objection; form. Yes. (BY MR. BENEDENEY:) And in order for Mr. INFORMEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY: MR. BENEDIEY: MR</pre>	
6 7 8 9 10 11 23 14 15 16 7 18 19 10 11 23 13	Q A Q A Q A Q A Q A Q A Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if sometody contacted me, then I would, you know, contact Bryen and say there's sometody interested in looking at the property, and. And then he would schedule a time — No show it. — with — You've got to let me finish. I'm sorry. I'm sorry. I'm sorry. He would schedule a time with you to come out and show it? No. Normally I wasn't in the shouling because I was working. So you wouldn't participate in walking around and showing a prospective looper the carpgrount? No, not usually. I wouldn't say never but I —	5 6 7 8 9 10 11 12 13 14 15 16 19 20 21 22 23	х Q A Q A Q	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential baser to try to convince them to hay it. "that's fair, isn't it? MR. ESUNDECN: Objections form. Yes. (MY MR. HEARDELEY:) And in order for Mr. Iverson to herme familiar with this extensive property, he had to learn it from somebody: connect? I think most of the time he just would be there and take pictures of something new and Sume. But — That's kind of how it went. There had to have been an interaction between</pre>	
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q A Q Q	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, normally people would contact him, but if sometody contacted me, then I would, you know, contact Bayen and say there's sometody interested in looking at the property, and. And then he would schedule a time — Yo show it. — with — You've got to let an finish. I'm sorry. I'm sorry. He would schedule a time with you to come out and show it? No. Normally I wasn't in the showing because I was working. So you wouldn't participate in walking around and showing a prospective lower the cappround?	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	а Q A Q A Q A	<pre>fair, that if somebody is trying to sell something, they ought to be familiar with it? Well, I guess it depends on what "familiar with it" is. I mean, he can't know everything. Sume. But you would expect him to be familiar with the ins and outs of the property in order to show a potential bayer to try to convince them to bay it. That's fair, isn't it? MR. BRUNDEON: Objection; form. Yes. (BY MR. BENEDENEY:) And in order for Mr. INFORMEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY:) AND INFORMEDIEY: MR. BENEDIEY: MR. BENEDIEY: MR</pre>	

1						
		sall it; right?	1 1	A	As fax as family, that's - well, probably -	
2	A	I guess I don't understand what you've trying to	2		no, that's not true. Puckably some of my	
3		convey.	3		biggest help was my parents, Dave and Gloria	
٠	Q	Mall, if I was trying to sell a property that I	4		Grinn,	
5		seen't familiar with and I didn't own, I would	5 4	Q	Dava?	
£		learn from the owner of how things worked. Is	5	λ	Davn.	
7		that what happened have?	7 (Q	Dave. And shat was your non's name?	
8	A	Yes, I inagine.	8.2	\$	Gloria.	
9	9	During this ten-year span, how would you	9 4	Q	Gloria. So this was kird of a family husiness?	
10		comminate with Mr. Iverson? Was it proce	10	8	Yes. But must of them have got their own	
11		calls?	11		careers and things, you know. They are not	
2	λ	Yes, I think it would be pretty such all phone	12		really involved as such anyrose.	
3		calls.	13 4	Q	Sure. But they would have information and	
4	Q	E-mails?	1.4		knowledge about contain improvements, how the	
5	A	I — m. Not much with re.	15		compground functioned, things like that?	
6	Q	Is it possible there could be some e-mail	16 1	A	188.	
ĩ		correspondence?	17	2	Did your wife have a particular duty? Did she	
8	A	I don't, think so but maybe.	18		handle a certain thing that you didn't handle	
5	Q	Okay. How about text wessages?	1.9		and vice versa?	
9	A	Ressibly some best messages. I don't know.	20 1	h.	She did all the bookkeeping.	
1	2	In addition to you providing information about	21 9	Q.	And reservations?	
2		your compareand to Mr. Iverson in order for him	22 /	A.	No.	
3		to learn it so he could sell it, was there ever	23 9	Q	Anything besides the bookkeeping?	
4		a time that Mr. Iverson made suggestions to you	24 7	n.	I mean, she's worked up there in the restaurant	
5		on how to better nove your property, meaning	25		and bar, but.	
		25	Ŭ			27
1		sell it?	1		MR. BEARDELEY: And John, do you have a copy	
2						
۴.	A	I don't — I don't balieve so.	2		of all the dapo exhibits that have all been	
80	A Q	I don't — I don't balieve so. He didn't make any business suggestions?	23		of all the depo exhibits that have all been entered?	
3	122 C		2 3 4			
3	Q	He didn't make any business suggestions?	2 3 4 5		entered?	
3	Q	He didn't make any business suggestions? If he did, I don't — I don't remember them. It	2 3 4 5 6		entered? MR. NODEY: Right here.	
3 4 5 6	Q A	We dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business.	3 4 5 6	2	entered? MR. NODEY: Right Here. MR. BEWROELEY: Ne can take a quick book.	
3 4 5 6 7	Q A	We dich't make any business suggestions? If he did, I don't $-$ I don't remember them. It was my business. Sume. During the 13 years that you owned the	3 4 5 6	2	entered? MR. NODEY: Right here. MR. BENEDELEY: Ne can take a quick break. (Brief recess was taken.)	
345678	Q A	He dich't make any business suggestions? If he did, I don't $-$ I don't remember them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it	3 4 5 6 7 9	2	entered? MR. NODEY: Right here. MR. HEWROELEY: Ne can take a quick break. (Brief recess was taken.) (BY MR. HEWRDELEY:) You've got the schubits in	
3 4 5 6 7 8 9	0 } 0	He dich't make any business suggestions? If he did, I don't $-$ I don't memoher them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were others involved?	3 4 5 6 7 8	2	entered? NR. NODEY: Right here. NR. BENNOELEY: Ne can take a quick break. (Brief recess was taken.) (BY NR. BENNDELEY:) You've got the schibits in front of you, Neith. Whald you just turn to	
34567890	0 λ 0	He dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business. Anne. During the 13 years that you owned the property and you worked it up, I assume it waen't just you, there ware others involved? Yes. Eamily.	3 4 5 6 7 8 9 10	2	entered? MR. NODEY: Right here. MR. BEARDELEY: No can take a quick break. (Brief recess was taken.) (BY MR. BEARDELEY:) You've got the schibits in front of you, Neith. Wheld you just turn to Rehibit 1. And this is the purchase agreement;	
345678901	0 λ 0 λ	He dich't make any business suggestions? If he did, I don't $-$ I don't remember them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were others involved? Yes. Eamily. Who was that?	3 4 5 6 7 8 9 10 11 1		entered? NR. NODEY: Right here. NR. BEWROELEY: Ne can take a quick break. (Brief recess was taken.) (BY MR. BEWRDELEY:) You've got the schubits in front of you, Raith. Whild you just turn to Rehibit 1. And this is the purchase agreement; correct?	
3 4 5 6 7 8 9 0 1 2	0 λ 0 λ	He dich't make any business suggestions? If he did, I don't $-$ I don't remember them. It was my business. Sume. During the 13 years that you owned the perperty and you worked it up, I assume it wasn't just you, there wase others involved? Wes. Eamily. Who was that? Well, originally it was my doughter Alicia	3 4 5 6 7 8 9 10 11 1	A	entered? NR. NODEY: Right here. NR. BEWOELEY: Ne can take a quick break. (Brief recess was taken.) (BY NR. BEWDELEY:) You've got the schuhits in front of you, Keith. Whild you just turn to Echibit 1. And this is the purchase agreement; correct? Yes.	
34567890123	0 λ 0 λ	He dich't make any business suggestions? If he did, I don't — I don't memoher them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it usen't just you, there were others involved? Yes. Ramily. Who was that? Well, originally it was my daughter Alicia and — pretty much all my kids. They were young	3 4 5 6 7 8 9 10 11 12 2	A	entered? NR. NODEY: Right here. NR. BENNOELEY: No can take a quick break. (Rrief recess was taken.) (RY NR. BENNDELEY:) You've got the schihits in front of you, Neith. Would you just turn to Rehibit 1. And this is the purchase agreement; carrect? Yes. And on the second page there, it's signed by my	
3 4 5 6 7 8 9 0 1 2 3 6	Q A Q A Q A	He dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were others involved? Yes. Eamily. Who was that? Well, originally it was my daughter Alicia and — poetty much all my kids. They were young then, you know.	3 4 5 6 7 8 9 10 11 12 13	A D	entered? MR. NONEY: Right here. MR. BEARDELEY: No can take a quick brook. (Reief recess was taken.) (RY MR. BEARDELEY:) You've got the schubits in front of you, Naith. Would you just turn to Rehibit 1. And this is the purchase agreement; connect? Yes. And on the second page there, it's signed by my clients and you as the president of the corpory	
3456789012345	Q A Q A Q A	He dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there wase others involved? Yes. Eamily. Who was that? Well, originally it was my daughter Alicia and — pretty much all my kids. They were young then, you know. Sume.	3 4 5 6 7 8 9 10 11 12 13 14 15	A D	entered? NR. NODEY: Right here. NR. BEWOELEY: Ne can take a quick break. (Brief recess was taken.) (BY MR. BEWEDELEY:) You've got the soluhits in front of you, Neith. Wald you just turn to Rehibit 1. And this is the purchase agreement; correct? Yes. And on the second page there, it's signed by my clients and you as the president of the corpory on April 27, 2017; correct?	
3 4 5 6 7 8 9 0 1 2 3 4 5 6	0 λ 0 λ 0 λ 0 λ 0 λ	He dich't make any business suggestions? If he did, I don't — I don't memoher them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were others involved? Yes. Eamily. Who was that? Well, originally it was my doughter Alicia and — poetty much all my kids. they were young then, you know. Sume. Alicia, what's her last name?	3 4 5 6 7 8 9 10 11 12 13 14 15	A D A	entered? NR. NODEY: Right here. NR. BEWROELEY: Ne can take a quick break. (Brief recess was taken.) (BY MR. BEWROELEY:) You've got the ashihits in front of you, Keith. Wald you just turn to Rhihit 1. And this is the purchase agreement; correct? Yes. And on the second page there, it's signed by sy alients and you as the president of the corpery on April 27, 2017; correct? Yes.	
345678901234567	0 λ 0 λ 0 λ 0 λ 0 λ 0 λ	He dich't make any business suggestions? If he did, I don't — I don't memoher them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were others involved? Yes. Eamily. Who was that? Well, originally it was my doughter Alicia and — pretty much all my kids. They were young then, you know. Sume. Alicia, what's her last meme? It's Grim.	3 4 5 6 7 8 9 10 11 12 13 14 15 16	A D A	entered? 19. NODEY: Right here. 19. BENNOELEY: No can take a quick break. (Reief recess was taken.) (BY MR. BENNDELEY:) You've got the schuhits in front of you, Keith. Would you just turn to Rénihit 1. And this is the purchase agreement; connect? Yes. And on the second page there, it's signed by sy clients and you as the president of the company on April 27, 2017; correct? Yes. Gkay.	
3456789012345678	0 λ 0 λ 0 λ 0 λ 0 λ 0 λ 0 λ 0 λ	He dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were others involved? Yes. Eamily. Who was that? Well, originally it was my daughter Alicia and — poetty much all my kids. They were young then, you know. Sume. Alicia, what's her last name? It's Grim. Gway. Anyone else?	3 4 5 6 7 8 9 10 11 2 13 14 15 14 15 17	N 2 N 2	entered? 19. NODEY: Right here. 19. BEARDELEY: No can take a quick brook. (Reief recess was taken.) (BY MR. BEARDELEY:) You've got the schubits in front of you, Naith. Would you just turn to Rehibit 1. And this is the purchase agreement; connect? Yes. And on the second page there, it's signed by my clients and you as the president of the corpory on April 27, 2017; connect? Yes. Chay. (Deposition Exhibit 17 was	
34567890123456789	Q A Q A Q A Q A Q A	He dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business. Sume. During the 13 years that you owned the perperty and you worked it up, I assume it wasn't just you, there wase others involved? Wes. Eamily. Who was that? Well, originally it was my doughter Alicia and — poetty much all my kids. They were young then, you know. Sume. Alicia, what's her last name? It's Grim. Gway. Anyone else? Melissa.	3 4 5 6 7 8 9 10 11 12 13 14 15 14 15 18	N 2 N 2	entered? (M. NODEY: Right here. MD. BEWOELEY: No can take a quick break. (Brief recess was taken.) (BY MR. BEWDELEY:) You've got the soluhits in front of you, Kaith. Wald you just turn to Rehihit 1. And this is the purchase agreement; correct? Yes. And on the second page there, it's signed by my clients and you as the president of the corpery on April 27, 2017; correct? Yes. Gkay. (Deposition Exhibit 17 was marked for identification.)	
345478901234567890	Q A Q A Q A Q A Q A Q A Q	He dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were othern involved? Yes. Eamily. Who was that? Well, originally it was my doughter Alicia and — poetty much all my kids. they were young then, you know. Sume. Alicia, what's her last name? It's Qrimm. Gkay. Anyone else? Wellissa. Is that still Qrimm?	3 4 5 6 7 9 10 11 12 13 14 15 15 15 15 15 15 15	N 2 N 2	entered? NR. NODEY: Right here. NR. BENNOELEY: No can take a quick break. (Brief recess was taken.) (BY NR. BENNDELEY:) You've got the adultits in front of you, Neith. Wald you just turn to Rehibit 1. And this is the purchase agreement; correct? Yes. And on the second page there, it's signed by sy clients and you as the president of the company on April 27, 2017; correct? Yes. Gay. (Deposition Exhibit 17 was marked for identification.) (BY NR. BENNDELEY:) Take a look at that for me.	
3456789012345678901	Q A Q A Q A Q A Q A Q A	He dich't make any business suggestions? If he did, I don't — I don't memoher them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it wasn't just you, there were others involved? Yes. Ramily. Who was that? Well, originally it was my doughter Alicia and — pretty much all my kids. They were young then, you know. Sume. Alicia, what's her last meme? It's Grim. Gray. Anyone else? Melissa. Is that still Grims? No. It's Beshara.	3 4 5 6 7 8 9 10 11 12 13 14 15 15 15 15 15 20	N 2 N 2	entered? 19. NODEY: Right here. 19. BENFORLEY: No can take a quick broak. (Rrief recess was taken.) (BY MR. BENFORLEY:) You've got the schuhits in front of you, Naith. Would you just turn to Rehibit 1. And this is the purchase agreement; connect? Yes. And on the second page there, it's signed by sy clients and you as the president of the company on Apell 27, 2017; correct? Yes. Chay. (Deposition Exhibit 17 was marked for identification.) (BY MR. BENFORLEY:) Take a look at that for me. JR. ENLANCEDH: Do you have an extra one?	
34567890123856789012	Q A Q A Q A Q A Q A Q A Q A Q A Q A Q A	He dich't make any business suggestions? If he did, I don't — I don't memoher them. It was my business. Sume. During the 13 years that you owned the property and you worked it up, I assume it waen't just you, there were othern involved? Yes. Ramily. Who was that? Well, originally it was my daughter Alicia and — poetty much all my kids. They were young then, you know. Sume. Alicia, what's her last name? It's Grimm. Gkay. Anyone else? Molissa. Is that still Grimm? No. It's Deshura. Anyone else?	3 4 5 6 7 8 9 10 11 2 13 14 15 14 15 14 15 15 15 20 21	N 2 N 2	entered? 19. NONEY: Right here. 19. BEARDELEY: No can take a quick brook. (Reief recess was taken.) (BY MR. BEARDELEY:) You've got the schubits in front of you, Naith. Would you just turn to Exhibit 1. And this is the purchase agreement; connect? Yes. And on the second page there, it's signed by my clients and you as the president of the corpory on April 27, 2017; connect? Yes. (Deposition Exhibit 17 was marked for identification.) (BY MR. HEARDELEY:) Take a look at that for me. MR. HEARDELEY: Mp.	
345478901238567890123		He dich't make any business suggestions? If he did, I don't — I don't remember them. It was my business. Sume. During the 13 years that you owned the perperty and you worked it up, I assume it wasn't just you, there wase others involved? Wes. Eamily. Who was that? Well, originally it was my doughter Alicia and — poetty much all my kids. they were young then, you know. Sume. Alicia, what's her last name? It's Grim. Gkay. Anyone else? Molissa. Is that still Grims? No. It's Beshara. Anyone else? Well, my wife has been involved, Shelly Grim.	3 4 5 6 7 8 9 10 11 12 13 14 15 14 15 18 15 20 21 22	N 2 N 2	entered? NR. NODEY: Right here. NR. BEWROELEY: Ne can take a quick break. (Brief recess was taken.) (BY NR. BEWROELEY:) You've got the adultits in front of you, Naith. Wauld you just turn to Reminit 1. And this is the purchase agreement; correct? Yes. And on the second page there, it's signed by sy clients and you as the president of the company on April 27, 2017; correct? Yes. Coay. (Deposition Exhibit 17 was narked for identification.) (BY MR. HEWROELEY:) Take a look at that for me. MR. HEWROELEY: Yep. NR. HEWROELEY: Yep. NR. HEWROELEY: Yep. NR. HOUNEY: This was 18 then?	

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1		document before?	1		know what you call it, but yes.	
2	A	I don't believe so.	2	Q	And then under xx Section II, Number 1 requires	
3	Q	Do you generally understand what a Seller's	3		the disclosure of water penetration problems in	
4		Property Condition Disclosure Statement is?	4		walls, windows, doors, basement, or crawlapace.	
5	A	No.	5		Do you see that?	
1	Q	I suppose you don't. You've never sold a house;	6	A	Yes,	
7		right?	7	Q	Also requires a disclosure of vater datage	
8	A	Right.	8		related repairs.	
9	Q	Did you ever have any discussion with	3		Do you see that?	
10		Mr. Iwron reprding a disclosure statement?	10	λ	Yes,	
11	٨	No.	11	0	And Number 10: Any past or present damage to	
12	Q	Because you'd leave that up to him on whether or	12		the property, which includes floods.	
13		not one is myuimd?	13		Do you see that?	
14	٨	Yes.	24	λ	Yes.	
15	Q	That's part of the mason sky you him a real	15	Q	If you'd flip to the next page, there's a list	
16		estate agent; correct?	16		have, xx Systems Utilities Information. One of	
17	A	Right.	17		then includes the use of a surp purp; right?	
18	Q	And I know you've not familiar with it, but just	18	A	Surp purp is highlighted.	
19		generally, Neith, do you understand the purpose	19	Q	Yep. And on Hazandous Conditions there are a	
20		of a property disclosure statement?	20		ruther of disclosures that need to be made,	
21	A	I assume that it's all about issues with the	21		including the existence of sold; correct?	
22		carpground or the property.	22	A	Yes.	
23	Q	Sure. Issues that may affect a buyer's	23	Q	And then on the very last page, Neith, under	
24		decision, potential buyer's decision to bay;	24		Miscellaneous Information, Number 11, is kind of	ti -
25		anarect?	25		a catch-all of any other material facts or	
<u> </u>		29	1	×		31
1	A	Yes,	1		problems that have not been disclosed on this	
ź	Q	And I want you to go down to Number 6, and this	2		form. Do you see that?	
3		form requires the disclosure of any problems	3	λ	Yes.	
4		related to establishing lot lines or boundaries;	4	Q	And because you've never seen this form before,	
5		connect?	5		this was never completed for my client's review,	
6	A	Yes.	5		conset?	
1	9	Number 10, the disclosure of pending litigation,	7	λ	Yes.	
		forselosura, soning, building onto or	8	Q	And would you agree with ne that having a	
9		zetzictive covenant violation notices,	9		portion of your building or your packing lot	
10		nechanic's liens, judgents, special	10		within the night-of-way sculd be a public	
11		assessments, soring changes, or changes that	11		related to lot lines and bundaries?	
12		could affact your property.	12		MR. EREANDSON: Objection; four.	
13		Do you and that?	13	A	Yes.	
14	λ	Yes.	14	Q	(BY MR. HENEDELEY:) Would you agree with me	
15	Q	19, on the accord page: The caller is required	15	100	that orde violations regarding the fire pits on	
16		to disclose whether the property is located near	16		the cappround would be related to current or	
17		a floodplain — I'n sorry — in or near a	17		perding zoning code or restrictive ovenant	
18		floodplain.	18		violations?	
19		On Nuther 19.	19		MR. NCONEY: Objection; calls for a legal	
21	A	(Bruse - Witness mading.) Hes, it is.	20		conclusion.	
21	2	Yes, the property is, or yes, that's - you	21		Subject to that, you can answer.	
22		admosledge that's there?	22		MR. ERLANDECN: Join.	
	2	I acknowledge that.	23	λ	I was never not pemilted to have fire pits	
23	A					
23	ò	Is Wild Bill's in or near a flooiplain?	24		ever. I was permitted every year that they	
52	23.		24 25		ever. I uss permitted every year that they inspected.	

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1	2	(BY MR. HENDELEY:) We'll get to that.	1		2. I don't think the pages are nonbered, but	22
2		And then, of course, you indicated the	2		under Description of Property, it has a number	
1		carpground was located within a floodplain.	Э		of bullet points. And about three-quarters of	
4		That would have been covered by this disclosure	4		the way down it says: Living quarters.	
5		stabenent; correct?	5		Operat?	
6		MR. ENLANDRON: Objection; form.	6	λ	Yes.	
7	٨	Don't. know.	7	Q	And the living quarters ware located in the	
8	Q	(RY MR. HEARCELEY:) Bryan Iverson never			basement of the restaurant?	
9		informed you to fill one of these out, did he?	9	λ	Yes.	
10	λ	No.	10	0	And what does that mean to you? What does	
11	Q	Was there ever any discussion shatspever between	11		"living quarters" mean to you?	
12		the two of you regarding a property disclosure	12	λ	Well, for me it was a place to sleep.	
13		statument?	13	Q	And prior to the sale, there had been times that	
14	A	No.	14		somme, in fact, did live there; connect?	
15	Q	And if Mr. Iverson would have told you to fill	15	A	Yesh. I did.	
16		one out, you would have, wouldn't you?	16	Q	Anyone also?	
17	A	Yes.	17	A	I leased the restaurant to Branchin Presley,	
18	Q	And by filling out a disclosure statement, sy	LB	Q	kd2	
19		client would have been made aware of a number of	19	100	And — but I lessed the restaurant and bar to	
20		issues with the comparand?	20		hin, and he just moved in.	
21		MR. HRIANDSCN: Objection; form.	21	Q	He lived in the living quarters?	
22	A	I can just say I doubt it, because he dich't		À.	Yes,	
23		want to look at anything. He did not once what		0	Was there a gay named Red? A himd ran, so to	
24		the place was —	24	•	apeak?	
25	0	(BY MR. HEARCELEY:) That ween't my question,	1.1	A	Yep.	
	-	33	1		35	
1		Neith.	1	Q	And did Red live in the living quarters at one	
2	Α	Wall.	2		time?	
3	0	If you wave required to fill out a dischasme	3	λ	Only after they purchased it was when he moved	
4		statement, Dame and Melody Renington would have	4		in there.	
5		been made aware in writing, on paper, of a	5	Q	Red was already working for you; right?	
4		number of the issues with the corpground that	6	٨	Yes. He quit his jdb to come to work for me.	
7		are covered within this statement; correct?	7 4	Q	And before the sale, your testinony is that he	
8	A.	Yes.	8	20	never lived in the living quarters?	
9		MR. NONEY: Same objection.	9	A	Right. Yes.	
10		MR. EFLANDSON: Join.	10	0	hyone else throughout the 13 years you operated	
11	0	(EY MR. HEVFOGLEY:) We already kind of talked	11	51	this cappround that someonly lived in the	
12		about this, and I think your testinony was that	12		living quarters?	
13		the listing that was used for this particular	- CO - C	A	Wet's that?	
14		transaction, you had some input on what was	1.05	0	Anyone also busides Brancion Presiley and Red	
15		included in the listing; is that right?	15		what's Red's last name?	
16	A	Yes,	1 C	A	It's Anthony Smith.	
17	0	And you reviewed it?	110 200	Q	Okay. I'm sonry. Anyone also basides Anthony	
18	2018	I don't know if I reviewed it hut, I mean, I'm	18		Shith, Brandon Presbey that had lived in the	
19		sure I gave information to Bryan, and Bryan put	19		living quarters during that time period from	
20		it on his listing. I didn't observe his	20		when you purchased it to when you sold it?	
21		listing. I mean		A.	Ny fanily, ny dauhter.	
	237	Gray. So at no time Mr. Iverson dich't show you	1.	0	Before you purchased it, was there always a	
	C	The second	144 1		server has have appeared and use more among a	
12	Q	the listing and say. Does that look all view?	27		living anothere?	
22 23		the listing and say, Does that look all right? I don't know.	23		living quarters?	
22 23 24	Q A Q	the listing and say, Does that look all right? I don't know. And turn to Exhibit 6 in that book, please, page	23 24 J 25	A	living quarters? The previous caracter lived there. I mean, they lived there.	

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1	Q	So you didn't have to renedal to build a living	1		sinilar arragment?	
2		querters, it was already there?	5	λ	No.	
3	λ	Well, it's — it was rooms. That's all it is,	3	٥	Neith, are you familiar with a right-of-way	
4	1.545	is rooms.	1		violation?	
5	Q	Ckay. Now I want you to go to the last page of	5	y	As far as the corner of the deck?	
б		Exhibit 6. And the property was advertised, as	6	Q	Yesh. Just in general, are you familiar with	
7		we know, with living quarters. But also there	3		what that mane?	
8		were pictures in the listing with a kitchen,	8	λ	Yes,	
9		storage and Laundry room, an office/bedroom, and	9	Q	And have you ever been notified prior to this	
10		a full beth. See thet?	10		sale that any portion of Wild Hill's was	
11	A	Yes.	21		encroaching on the right-of-vey?	
12	Q	And that's accurate, isn't it?	12	A	Wes.	
13	A	Yes,	13	2	When?	
14	Q	So it's more than just rooms?	14	A	I don't know. When I received a letter stating	
15	A	Yes.	15		that the corner of the deck was in the mad	
16	Q	What time period did you lease the restaurant to	16		right-of-way.	
17		Branden?	87	Q	Who sent you the letter?	
18	A	It was never an official lease. It was just	18	A	State DOT, I believe. I don't know the person	
19		kind of he care in and I don't remember.	19		or	
20		It was probably a four four- or five-nonth	20	Q	Just one notice or multiple notices?	
21		period.	21	A	Just one notice.	
22	Q	Did you have a written lease agreement?	22	Q	What did you do in response to that notice?	
23	A	Ko.	23	λ	Oh, it was supposed to be completed, I believe,	
24	Q	So to lause the restaurant, meeting he operated	24		in October of 117.	
25		the pestagrant?	25	0	What was supposed to be completed?	
		31				39
1	A	Yes, And har.	1	۸	The corner of the dack had to be taken off.	
2	Q	What was your agreement with him?	2	Q	And you sold it in May?	
3	A	I believe it was \$1,000 a wonth and five percent.	3	٨	Ob-huh,	
4		of sales.	4	Q	I'll show you the notion. It's Exhibit 7, if	
5	Q	What year was this?	15		you want to flip to it.	
6	λ	'16. 2016.	6		Is this the letter you're referring to?	
7	Q	Prior to that, had you leased the restaurant and	3	٨	Yes, I believe ao.	
8		bar to anyone else?	8	Q	And it's dated November 9, 2016?	
9	A	His Josh worked for me for a summer, and he	9	A	Okay. And that deck had to be that had to be	
10		vanted to try to run it that winter and it	10		fixed October 1, 2017. Yesh, right there.	
11		didn't work out either. Same kind of	11	0	So by May of 2017, nothing had been fixed?	
12		accongenent.	12	A	No.	
13	0	Josh?	13	0	The deck was still in violation?	
	A	I can't think of what his last more is now.	14	A	Yes,	
15	0	So that was also a four- to five-wonth pariod,	15	0	Inn't it also true that the DOP informed you	
16		sisilar tams?	16	°.	that part of the parking lot was within the	
17	A	Yeah. I don't think it even made it that long.	17		right-of-sey?	
18	0	And he tried to run it in the winter?	18	A	No.	
703	Ā	Yeah.	29	0	You never notified my clients of this DOP	
20	Q	That's probably why?	20	*	letter, did yag	
- 19 M	555	Well	21	λ	No.	
21			22	Q	You never notified my clients that part of the	
		WHAT WHAT HAR FIVE?	16.6	M	son mour recorded all crossics mer burn or GB	
22	Q	What year was that? Must have been '15, must have been the fall.			dick use located within the right-form?	
22 23		Must have been '15, must have been the fall,	23		dack was located within the night-of-way?	
	Q	승규가 지난 것이라. 신경 회사 가장 것이 많이 하는 것 같아.	23 24	٨	dack was located within the night-of-way? No? No.	

1	Q	And you understand that having to renove a	1		Transportation?	
2		partion of the deck is costly?	2	A	No.	
3	A	No.	3	Q	Did he know about it in any fashion?	
4	Q	Well, it costs money, doesn't it?	4		MR. NOONEY: Objection: foundation.	
5	A	No. I zenoved it.	5		MR. EROANDSON: Same.	
6	Q	What did you do to remove it?	4	٨	Not that I know of.	
7	A	Out the corner off and put it back together with	7	0	(BY MR. BEANDELEY:) If Mr. Ivenson would have	
8		the naterials that were there.	8		presented you with a property disclosure	
9	Q	Did you notify the parking lot?	9		statement, then you would have notified him; is	
10	A	No.	10		that right?	
11	Q	Have you been contacted by the Department of	11		MR. NODEY: Objection: form and foundation.	
12		Transportation since Noverber 9, 2016?	12		MR. ENLANCION: Juin.	
13	Λ	No.	13	δ	Yes —	
14	Q	Do you have any pictures or doowentation of	14		NR. NOREY: Subject to that, you can	
15		when you complied with this letter?	15		armer.	
16	A	I don't have any documentation but it would have	16	λ	- I'm sure I would have.	
17		been probabily in Nay of '18.	17	Q	(BY NR. HEARDSLEY:) We've talked about - is it	
18	Q	Did you respond and contact the DOT to let then	18		Rondan or Brandon Possiley?	
19		know it had been fixed?	19	λ	Brancha.	
20	A	No.	20	Q	And he leased the pestagrant from you, and at	
21	Q	Are you assure that a violation of this federal	21		one point lived in the living quarters?	
22		regulation can adoject an owner to fines?	22	A	Yesh.	
23	ð.	No.	23	Q	He's indicated that the basement flooded each	
24	Q	Whether or not a portion of the structure was	24		year. Is that accurate?	
25		within the right-of-way could affect somebody's	25	A	My first question, what do you mean by	
	<u> </u>	41				43
1		decision to purchase a property, couldn't it?	1		"fleoded"? Is that foots of vater or a damp	
2		MR. HUANDSON: Objection; form.	2		CORRER OK.	
3		MR. NOORY: Objection; foundation.	3	0	Presence of water.	
4	A	Such a minute thing that it	4	A	It has damp corners, but as far as presence of	
5	Q	(BY MR. HEARDELEY:) Sume. But pursuant to	5		water standing or anything, no. It has - has	
6		South Dakota law and this Saller's Property	6		gotten water in it before from the snow melt	
1		Disclosure Statement, an issue like your dack	7		from the county pilling it against the door.	
i		being in the right-of-way is maximal to be	8		They would plow it up against the building.	
1		disclosed?	5	0	So it has had standing valuer in the hasement?	
10		MR. NODEY: Objection; calls for a legal	10	A	Not standing water. Water ran down the steps	
11		conclusion.	11		into the ballway.	
12		Subject to that, you can answer.	12	Q	And this cocurred on a yearly basis?	
11		ML FRIANDEN: Join.	23	A	No.	
14	A	What was the question again?	14	2	West years did it occur?	
15	Q	(BY MR. HEARDSLEY:) The issue with the	15	A	Weil, when Branchin Presley was there, there was	
16		right-of-way, the notice from the Department of	16		water in the basement one time that I know of.	
13		Transportation, pursuant to this disclosure	37		Other than that, maybe one other time when	
18		statument that we want through, that must be	18		the - they ploxed the arxw up against the	
19		disclosed to any potential bayer?	19		building. That was a big issue.	
28		MR. NODESY: Same dojection.	20	0	How about a mold issue, was there ever any mold	
21		MR. BRIZNERCN: Join.	21		in the basement?	
22	A	I don't know nothing about a disclosure, but I	22	A	Yes, I'm sure there is.	
23		should have told Durne.	23	Q	During the time that you operated this, did you	
44						
24	Q	(BY MR. HEARDELEY:) Did you inform Mr. Twanson	24		do anything to remedy the mold situation?	
24	Q	(BY MR. HEMPDELEY:) Did you inform Mr. Twenson of this notice from the Department of	1253	A	cb anything to remain the mold situation? We put — you mean, as far as stopping the water	

DEPOSITION OF: KEITH GRIMM

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1		problem or?	10	A	It worked for a little while when we first	
2	Q	Both.	2		hought it. But it's been disconnected and taken	
3	A	We put gutters on the building and tried to run	3		out for years.	
4		the water away from the building.	1	Q	When was it disconnected and taken out?	
5	Q	But there was a presence of mold in the building	5	λ	I den't — years ago.	
6		prior to the sale?	E	Q	Give me an approximation, if you can.	
7	٨	I never wert in search for noid. $I - bct$ nore	3	A	Padsably I don't know when the last time it	
8		then Likely, probably, yes.	8		worked. Years ago.	
9	Q	Did you infom Boyan Iverson of this?	8	0	So it's there, it's just not working?	
10	A	No.	10	A	I - it's - it's not plugged in or it's not	
11	Q	Would the seter floading penetration occur in	11		hooked to power. It's not — it doesn't have a	
12		the spring?	12		say to pup anythere. It's not hooked up.	
13	A	Usually wherever there was a massive hand rain	в	Q	Ckay. But it's there?	
14		would be whenever there would be an issue. I	14	A	I'm not even sure if it's there yet or not, to	
15		IREPL	15		tell you the truth.	
16	Q	So it would it could be anytime, really?	16	Q	Nhan you sold	
17	A	But I don't know where the information come that	17	A	I'd have to look.	
18		this thing floods every spring, because the only	18	Q	Nhen you sold the property, there was a surp	
19		person that's been there every spring is me.	19		pup there, wan't there?	
20		None of these other guys have been there for	20	λ	I don't know if the sump pump is there or not.	
21		nove than a few months.	21	Q	So your testinony is that while you agree there	
22	Q	Dich't Mr. Iverson ever show the property in the	22		was water penetration, it was never standing	
23		spring?	23		water requiring somebody to put their belongings	
24	A	I inagine. I dzo't know.	24		an blocks?	
25	Q.	So in addition to the spring, this issue could	25	A	No. Mien — vhen Bryan — or Brandon Presley	
_		45				47
1		happen during a heavy rain in the summer as	1		was there, it got wet, yes. It got wet, and he	
2		unll?	2		did put his couch on blocks, I believe,	
3	A	Be had as much rain this last year as has been	3	0	So there was standing water requiring Brandon	
4		on record for years, and we didn't have any	4		Presley to put his possessions on blocks. You	
5		flooding in the basement.	5		ware assure of that?	
6	0	Sum. But your testinony sees that anytime a	6	λ	Yes.	
7		heavy rain happened, this could happen. And my	7	Q	These issues were never disclosed to my client;	
3		question is, it didn't just happen in the	8		connet?	
9		spring, it could also heppen in the summer. Is	9	A	No.	
38		that accurate?	10	Q	An I correct?	
11		MR. ERLANDRON: Objection; form.	Ľ1	λ	You're correct. No, they were not.	
12	٨	It wasn't like it happened all the time. It	12	Q	And you understand that sold can be a hazardnus	
13		dich't happen, you know. You might get some	13		condition as is listed in Exhibit 17?	
14		dappess in the carer of the building, you	13		MR. ENDANDEON: Objection; form.	
15		know. It dich't flood.	15		NR. NOUNEY: Calls for a legal conclusion;	
11	Q	(BY MR. BEARDELEY:) But you did acknowledge	iδ		lack of foundation.	
17		there was noted issues?	13	Q	(BY MR. BENNDELRY:) If you don't know, that's	
18	A	I - I would say there probably is. I didn't	18		fine. But would you agree that nold can be a	
19		look for sold.	19		hazardous condition?	
20	Q	You also used a surp pump in the basement;	20	λ	I guess it can be. It's	
21		correct?	21	2	And the presence of sold can rake a property	
22	A	No. No, I did not.	22		more difficult to sell; is that fair?	
23	Q	Never used a surp purp?	23	λ	I would imagine, yes.	
24	A	The sup pup we put in by the former oner.	24	Q	And the presence of mold can affect a potential	
11	0	And you mover used it?	25		byer's decision to purchase a particular	
25	Q	And You move class Try	1.1		contra a contract on bunchage of burchage	

49-52

			L	~		
1 2		property? MR. NOMEY: Objection: foundation.	1 2	Q	(HY MR. HEARDELEY:) Wouldn't that be something you'd tell your Realtor to advertise to try to	
3		MR. EMANDECN: Join.	3		sell the place?	
4	λ	I would inegine, yes.		A	I don't believe I did, but.	
s	Q	(BY MR. HEARDELEY:) Prior to the sale, Keith,	5	Q	But you could have?	
5	*	did you do any construction work or remodeling	6	Å	I could have, yes.	
ř		to the walls in the bacment?	7	Q	Did you hive aryone else out to complete the	
		Mis.	8	×.	work or was it just you -	
9	Q	What was done?	9	λ	No.	
	A	Took the one room, we took the bottom four feet	10	Q	- and your father?	
í		off of the walls, the concrete - the block	13	X	He and my father.	
2		walls. Renoved the existing materials there,	12		(Deposition Edubit 10 was	
1	0	What - and I'm sorry to interrupt you. What	13		marked for identification.]	
1	×	were the materials. Was it Sheetcock?	14	0	(BY MR. BENEDELEY:) I'm going to show you	
	A	No. It was - well, yeah, it was Sheetrock, but	15	*	Schibit 18, Keith. I spologize, these pictures	
5		it had what do you want to call it	16		aren't the gostest, but this packet includes	
ì	Q	Paneling?	17		photographs of various places in the basenent.	
	Ä	No. There was just nailers for putting, you	18	Ă	okay.	
9	n	know, the — the Sheetzock was on there.	19	ê	Oksy. And I just want you to flip through them.	
2	0	like a -	20	A	(Pause - Witness reading.) Ckay.	
	x	Nailers on the block.	21	Q	Might be hard to tell, but does that look to you	
2	Q	So like -	22	×	to be photographs of the basement that serve	61
3	Ă	Something to attach to.	23		talking about?	
í	â	Like a stick-built stud wall?	24	A	I believe so, yes.	
	Ä	No. It wasn't a stud wall. It was just, you	25	Q	And I believe that these photographs use	
1		49	C	×	un tratiene ner diese brochtebre iene	51
i		know, like one-by-twos on there, maybe	1		dotained when walls had to be removed and	
ż		two-by-bos.	2		Mr. Renington discovered these issues.	
1	Q	So you removed the bottom four feet of the wells	3	λ	I don't believe be removed any walls.	
í.		and replaced it with what?	4	Q	Well, how else would be obtain - first of all,	
5	A	With — I believe we put plywood. We put on	5		in your opinion, do these photographs, at least	
5		new - new nailers, put plywood on, and then put	6		some of them, depict mold?	
ł.		peneling on.	17		MR. NONEY: Objection; fam, foundation.	
l	2	Wood paneling?	8		MR. ERIANDECN: Join,	
1	A	Nes.	9	λ	Yes.	
8	Q	When you did did you personally do this work?	10	Q	(BY MR. BEANDSLEY:) Wall, at the time my	
1	A	Ne and my father.	11		clients looked at the property, that's not what	
٤	Q	When you completed this work, did you notice	12		the walls looked like, was it?	
8		nold on the Sheebrock?	13	λ	Yes. I never changed those. Those are things	
i.	A	¥cə.	14		that never got redone and finished,	
i	Q	When was this construction started, completed?	15	Q	So it's your testimony that the walls looked	
5	A	It was completed scnetime during the winter.	16		like this prior to sy client viewing the	
1	0	089	17		property and he say these?	
ŀ	A	Of, let's see, it would be '16, prior to selling	18	A	He never viewed anything.	
6		the coppround.	(3 P)	0	So if my client were to testify that he	
ŧ.	0	And I assure you notified Mr. Iverson of the	26	1542	discovered these by removing portions of the	
í.		work you were doing and the improvement to the	21		sells, you would disagree with that?	
2		basement?	22	٨	I would disagree with that, yes. $I - unless he$	
Ì.		MR. BRANISON: Objection; form.	23	122	put then hock.	
	A	I don't believe I did. I don't know for sure,	200	Q	In any event, you mover disclosed the valuer or	
1	- A			1000		
1	e.	but I dan't tidak I did.	25		the mold jeaues to Mr. Ranington?	

1	A	No.	1	A	Yes.	
2	Q	And the listing that we talked about also	2	Q	And if that were the case, that would be	
3		indicated that you had bridges that wave	3		mislanding, wouldn't it?	
4		rebuilt?	4		MR. HREANDECN: Objection; foun.	
5	٨	Yes.	5		MR. NOOMEN: Ram; join.	
5	Q	Is it too bridges?	4	A	I guess - I don't know.	
7	٨	Two drive bridges and three walk bridges.	2	Q	(BY MR. BEARDSLEY:) Could be mislesding?	
8	8	When were they rebuilt?	8		MR. NOOMY: Same objection.	
ģ	λ	I would say the one was seven, eight years. The	9	A	I don't think on purpose.	
0		other one was before that, so maybe nine, ten	10	Q	(BY MR. BEARDBLEY:) Sure.	
1		years possibly.	11	A	I mean, if you buy a new car, you call it your	
2	0	So they were advailt seven and nine years before	12		new car.	
3	22	the sale?	1.3	0	Well, if you buy a new car and you find out it's	
4	A	One was now re wasn't an existing bridge.	14	-	seven years old, it's not a new car, is it?	
5		The old existing bridge is still there. It's	15	A	No.	
6		fust a	16	Q	And advertising it as such would be misleading?	
7	0	Okay. Let me tay to understand this. So one	17	Â	(Rause.)	
8	50	drive bridge was rebuilt seven years prior to	18	0	Right?	
9		the sale; conject?	19	Â.	Yes.	
2	A	Yes.	20	Q	So the listing was controlled by Mr. Iverson -	
	0	And then the other drive bridge -	21	A	Wes.	
	Ă	Was built brand new. I mean, it ween't an	22	8	- timorphost all these years?	
3		existing one where it's at.	23	A	Yes.	
	0	That was built nine years prior to the sale?	24	0	And he had an chiligation to update the listing,	
	A	Yes, approximately around there.	25	×	didn't he	
ð.,		sa direction and and area	1		55	5
1	0	Well, seven and nine years prior to May of 2017,	1		MR. WODEY: Objection; calls for a legal	
2	•	would you consider that new?	2		conclusion.	
3	٨	What do you nean?			MR. ERIANDECH: Join.	
4	0	Well, the property was advertised as having two	1		MR. NOMEY: Speculative, form.	
ş		bridges that were widered and rebuilt,	5	Q	(BI MR. HEXICILEY:) These guys don't like the	
6		indicating that this just recently occurred -	6	*	word "chligation."	
7		MS. ENAMISON: Objection; misstates the	-		Nould you have expected him to update the	
B		record.			listing to be accurate?	
9	0	(BY MR. BENEDELEY:) - would you agree?	9	A	In my mind, we built the new bridge and it was a	
2.	0	(B) Fix. However, (1) — would you again? M. NOMEY: Join.	10	"	new bridge. I mean, yeah, I can see where it	
9	A	I'm guessing when they were listed, they were	10		could be possibly nisleading.	
2	n	장 것 것 것 것 같은 것 같은 것 것 같은 것 같은 것 것 같은 것 같은 것 같이 있었다.	11		But I would have called it the new bridge	
2	•	NEW.	12		because it was a new bridge.	
3	Q	(BY MR. HEARDELEY:) So the listing never	13	0	Doubles it was a new oracys. Do you understand that, I halisse on now than	
4		changed from the time they were rebuilt and put	14	Q	김 가슴에 무엇이 있다. 소설은 영향은 것을 알려야 한다. 이는 것을 수 있는 것은 것을 가지 않는 것을 했다.	
ş	25	in brand new?	15		one constant, while my climits operated the	
		1 dop"t know.	16		empround, a notations fall through the bridge? I heard of that. They rever infomed us of	
	A	And \$6 Multi-series files many in constraint free because			a creation data and a state of the state of	
7		And if that uses the case, a prospective layer	17	A	A CALE STATE STATE STATE AND A	
7		in 2017 could conclude that these two drive	18		that. I never — modely told we of that.	
7 6 9		in 2017 could conclude that these two drive bridges were just mountly built, even though	18 19	A Q	that. I never — mbody told me of that. So when you took the property back, the bridge	
7 8 9 0		in 2017 could conclude that these two drive bridges were just mountly built, even though the listing hach't changed in two years?	18 19 20	Q	that. I never — mbody told ne of that. So when you took the property back, the bridge had already been repaired?	
7 6 9 0		in 2017 could conclude that these two drive bridges were just mountly built, even though the listing hach't changed in ten years? HS. NONEY: Objection; fourdation.	18 19 20 21	Q A	that. I never — mixedy told me of that. So when you took the property back, the bridge had already been repaired? No.	
7 6 9 0 1 2	Q	in 2017 could conclude that these two drive bridges were just mountly built, even though the listing hadn't changed in two years? MR. HONEY: Objection; foundation. MR. HEAMESON: Join.	18 19 20 21 22	Q A Q	that. I never — mbody told me of that. So when you took the property back, the bridge had already been repaired? No. There still was a hole in it?	
.7 8 9 10 12		in 2017 could conclude that these two drive bridges were just mountly built, even though the listing hach't charged in ten years? MS. NONEY: Objection; foundation. MS. FRAMESON: Join. I don't know.	18 19 20 21	Q A Q A	that. I never — mbody told me of that. So when you took the property back, the bridge had already been repaired? No. There still was a hole in it? Yes.	
20	Q	in 2017 could conclude that these two drive bridges were just mountly built, even though the listing hadn't changed in two years? MR. HONEY: Objection; foundation. MR. HEAMESON: Join.	18 19 20 21 22	Q A Q	that. I never — mbody told me of that. So when you took the property back, the bridge had already been repaired? No. There still was a hole in it?	

BLACK HILLS REPORTING 721.2600

DEPOSITION OF: KEITH GRIMM

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				1.12		132.1
1	A	I don't know what happened to the bridge.	1	λ	Wes. Somewoody — well, unless it was materials	
2		that's a good question. I'd like to know what	2		laying around there. I don't know. Doesn't	
3		happened to the bridge.	3		look like it's anything brand new.	
4		(Deposition Exhibit 19 was	1	Q	Well, you'd agree with me that not only do	
5		narked for identification.)	5		materials cost money, but time costs money.	
6		MR. HELANDEON: Mile, when it's convenient,	6		Would you agree with that?	
7		can we take a two-minute deal?	1	A	Yeah.	
8		MR. HEARDELEY: Yeah. Sure. Can I just get	8		NVL BENNIELEY: We can take a break.	
9		through this quick?	9		NR. ERLANDSON: Thanks,	
15		MR. EFEANDEON: Same,	10		(Brief recess was taken.)	
11	Q	(BY MR. HEARDELEY:) Neith, these are some	11.	Q	(BY MR. HEARCELEY:) Naith, prior to the sale,	
12		photographs of either one or two bridges, I	22		did you ever have any issues with the fire	
11		neally cen't tell. But this first photo, was	23		ranshal concerning the fire pits?	
14		this the work that was done by you and your	14	A	They would core around and inspect, and if we	
15		father, or was this to patch up the hole?	15		needed to do something, waybe usually put some	
16	A	That's to petch up the hole. That, we did not	16		gravel around the pits, anchor then down. But	
19		do.	17		we were always pennitted. He never never	
38	Q	So by the time you took the property back, the	18		pentitted us.	
19		hole was, in fact, patched up and fixed?	19	Q	Do you runmber what's required for gravel, the	
20	A	This is what it looked like when we came.	20		anont of graval around a pit?	
21	Q	So it was fixed. Now a vehicle can drive over	21	¥	I think it was note of being a certain distance	
22		it?	22		from the trees. I don't remember, 10, 15 feet	
23	A.	No. Because there was a hole, which is right	23		or something from the trees. Gravel, maybe a	
24		here, I believe, right beside that.	24		couple feet around it, you know, a ring or	
25		MR. NONEY: Neith, identify what page	25		amething.	33
		57				59
1		you're talking about, please. Hage 2?	1		But the problem is, we would anchor them	
2	A.	Yes, the second page — well, there's a couple	2		down, and people would rip them up and move	
3		pictures have, two and three.	3		then, That's the problem. People think that	
4	Q	(EY MR. HEARDSLEY:) Two and three, I believe,	4		they are	
5		are of the same hole.	5	Q	Bure.	
փ	A	Right.	6	A	Why do you think we and/or then down?	
1	Q	And you're claiming that hole was on the same	1	9	So when my client purchased the conpground,	
8		bridge?	8		there were a number of gravel pits that were not	
5	A	Yes. Right beside this patch.	3		in compliance; isn't that correct?	
10	8	Guy. Since you've taken the conground back,	0.0		MR. WOONEY: Objectiony calls for a legal	
11		has the patch worked?	21		conclusion, foundation.	
12	A	I rebuilt it.	82	¥.	that I don't know. We were - the compared	
13	2	Wast did you -	13		wasn't open for the suscen when we sold it. $\ensuremath{\mathbbm I}$	
14	A	Repaired it.	14		man, we weren't — when he care in and looked	
15	Q	What did you do?	25		at it, it was in April. And so nothing had been	
16	A	New timbers. 'Took it apart and fixed it.	2.6		done with any of the fire pits or anything like	
17	Q	And prior — when did you do thet?	17		that at that point.	
18	A	Right away in the spring, as soon as I found out	LB	Q	(BY MR. HEHRORIEY:) It had	
19		it had a hole in it before we opened the	19	λ	Every year usually we have to go put some gravel	
20		campgicound up.	20		around then and reanchor then down or whatever	
31	Q	And Mr. Remington had to go through the expense	21		needs to be done.	
22		of getting the notochone out of the hole and	22	Q	So it was not operational when my client	
23		then patching the hole; connect?	23		purchased it?	
24	h	I don't know. I was not informed of that.	24	٨	I guess, depends on what you call "operational."	
25	Q	Wall, somebody paid for the patch: right?	25	Q	Well, did you have canpers there?	
		58				60.

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_			- 1	1.21		NO ASSA
1	A	I don't believe there was any campers there.	1		warshal. He's a forestry	
2	Q	Did you ever seceive any written notice from the	2		Forest Service vorker?	
à		nershal about the fire pit issue?	3	Y	Yesh, I don't know, I don't know. They come	
4	A.	Be gave us a pennit every time he cone and	1		around two or three of then in a truck, they	
5		inspected it. He would fill out a paper, which	5		don't even tell us they are coming in. They go	
6		I — shich, actually he did this year after —	6		through and do thús, they cone up and say, Okay,	
2		when I got it back, he case in, inspected.	12		here's your pemit.	
3		I wasn't there. My doughter was there,	1	8	Ckay. So just so I'm clear, you were never	
1		actually. And he said, Wah, everything is	2		formally written up for any code violations	
1		fine, you know, You're pennitted for I think	10		concerning those fire pits prior to this	
1		it's 84 fire rings, and we won't be back until	31		transaction?	
2	25	August of "19.	12	λ	I don't believe I was ever formally, no.	
1	Q	Okay.	23	0	Newsr paid a fine?	
5	λ	Sign this thing and hang it on the wall.	34	λ	80.	
ì		So that's what we did.	15	8	Ckay. How were the pits anchared down?	
5	Q	And are you assure that after my client took.	16	y	With rekar, two-foot long rebar with a J hook on	
2		possession of the property, the five muchal	37	39	the topy through the holes in the	
		threatened to shut him down because of the	18	8	Were they rade out of old	
		condition of the fize pits?	19	A	Wheels.	
1	A.	No. He never told me anything. I find it hard	20	Q	Wmels.	
		to believe that he would have threatened. He	21	A	Some of - well, there's - many, many of them	
		never threatened are ever. In the 13 years that	22		were built fire pits that got grates on top and	
	1125	I had it, he never threatened me.	23		we had concrete around them.	
L	Q	If my client Mr. Duane Rawington bestified to	24	Q	Nexe any of then buried?	
è		that, you wouldn't have any reason to dispute 61	25	A	As far as the rims?	63
1		that cosurred?	1	Q	Yesh, up to the nin?	
i	A	I wasn't there, so I don't know.	2	Å	No. Most of them were above ground.	
	0	So back to my question about written notice. As	3	Q	So campers could nove then?	
	×	I understand, you eventually got a permit. But	4	Ä	Well, they were anchored with rebar, but they	
		prior to that, when you would have to fix the	5	n	weren't supposed to nove them.	
		fire pits, did you ever get a written notice	6	0	It would just happen?	
		saying you're in violation on 32 rings, these	7	ž	They would major - I don't know what they did,	
		need to be fixed, that type of deal?			if they hocked on with their pickup or a chain	
	A	I don't know if he put that on the pennit. I	9		or something and yarked then out of there. I	
	000	mean	10		don't know haw they did it.	
	0	So the notific	11	Q	Along with the — I ballow the listing, if you	
	× h	I don't think he gave ne anything separate.	17	*	burn to Exhibit 10, and it's Bates stamped	
	Q	Okay. The notification that you were not in	13		REMAX 8.	
		compliance would be just from his visit and	14	x	2018? Wast?	
		orally saying, Rey, you need to fix this.	15		MR. NCCNSZ: You want to go to page 8.	
	A.	You need to put some gravel around this pit or	16		THE WITNESS: On, page 8.	
	5	that pit, or it's got to be reachored because	17	Q	(NY MR. NEWDORLEY:) On the Batas stamp in the	
		somebody, you know, tone it locae oc.	10		comer.	
	Q	And at no time did he give you a written notice	0.9	A	This one?	
	*	of that?	20	Q	Yep.	
	A	Unless it was on that penuit. I don't know,	21	A	Okay.	
	0	Who is the fire marshal?	22	Q	And I assume this was a part of the listing that	
	- M -	2 전문	1.0	×	work with the pictures and the description of	
	-	T think it's the same out but I don't same book			THE REAL PROPERTY AND A RE	
í.	λ	I think it's the same gay, but I don't even know what his name is. It's a warmer may I don't	23		그의 눈물 이야기가 많이 잘 걸었는 것을 많이	
	-	I think it's the same gay, but I don't even know what his name is. It's a younger gay. I don't think he's actually — I don't think he's a fire	24	٨	the property: is that right? I believe so.	

_						
1	Q	And this lists a number of improvements, new	1.55	A	Yes.	
2		appliances, and you've got the drive bridge	2	Q	If the purchase order indicates that mover was	
1		mbuilt and widered to the tune of \$20,000.	3		only purchased for \$6,700, this clain on this	
4	λ	For the two of thes, I suppose.	4		listing would be incorrect?	
5	8	So you and your father did all the labor. Are	5	A	I would have to go back and figure out if $-I$	
6		you claiming just the material was \$20,000?	6		don't remember if I financed it and that's what	
7	λ	Actually, my Uncle Don worked on the one bridge.	2		it care out to be, or why that would be	
8		Ne had we poured concrete exhankments and	8		different, but.	
9		approaches. And the steel and the bridge planks	9		(Deposition Exhibit 20 was	
10		and but I	10		warked for identification.)	
11	Q	Do you have receipts for any of the naterials or	11	Q	(BY MR. BEANDELEY:) I'm going to show you	
12		work that was done?	12		Bénikit 20, a customer purchase order from RDO	
ы	A	I tried to contact then on that, and they said	13		Equipment in Repid City for a John Deams 2520.	
14		they have no record of it, and I don't have any	14		And at the top commer it says, Cash Sala. Do	
15		idea where to find it for sure.	15		you see that? Right under the data of order.	
16	Q	Who is "then"?	16	λ	It's X'd cash sale, yes.	
17	A	This was - I contacted Baker Tister.	17	8	The total price on this piece of equipsent is	
18	Q	Did you hire a concrete corpany to come out to	18		\$5,700, and with sales tax came out to \$6,968;	
19		pour concrete?	19		connet?	
20	A	No. He and my ded.	20	λ	That's what it says, yes.	
2L	Q	So the material all come from Baker Timber?	21	0	So the claim that this mover was \$8,500 would be	E.
22	A	No. The one bridge was Wheeler. Wheeler out of	22		misloading, wouldn't it?	
23		Whitewood.	23	λ	Appears that way.	
24	Q	I don't know shat that means. Is that -	24	2	Did you provide this information on this	
25	A	That's a company, Wheeler.	25		Eshibit 10, FE/ARX page 8, did you provide this	
1905. 20	1942	65				67
1	Q	Right. Is it like a caseill?	1		information to Mr. Iverson to include in the	
2	λ	Well, they do railroad ties and that kind of	2		listing?	
3		stuff.	3	A	I'n quessing I did, yes.	
4	Q	So it's similar to Beker Tinber?	1	Q	Anything else on this document —	
5	۸	Yes, save kind of deal. I mean	5		MR. NCONEY: Bage 8, Mile, of Exhibit 10?	
6	Q	Ckay. And you've got a John Deere comercial.	6		MR. HEMOBILEY: Nep.	
7		lawn mover listed here. What year was that?	7	0	(BY MR. HEXNOLEY:) - that is incorrect?	
8	٨	When did I buy it?	8	A	(Pause - Witness reading.) I guess it comes	
9	Q	Yesh.	9		down to, this stuff says new, it was new when we	R.
10	A	I don't know, prohebly five years ago or	10		got it. But if you want to say hey, it's not	
11		scrething. I don't know.	11		new anymore, then.	
12	0	Was it a - do you know what the model number	12	Q	Aure. So in 2017, the indication that there's a	ji -
n	199	is, what type of mover it is?	13	1	new John Deare mover when in fact it's a 2008	
14	Λ	It's a zero-tum radius contencial John Deere	14		would not be accurate?	
15		nower. I got it from MDD.	15	λ	Yes.	
	0	So it's a 2520?	16	0	Are you testifying that every line item	
	Â	Yosh, that's peckably what it is. That	17	r.	indicating it's new, in fact, was not new in	
18		sounds - I'm not positive of that, but I	13		2007?	
15	0	And you purchased it from ROO?	19	A	101	
21	Â	Yesh.	20	Q	I'n sorry, 2017.	
21	0	Up on Deathcool Avenue?	21	56	MR. NCONEY: Mike, just so the record is	
220	ñ	Yes.	22		clear, if you kock at Exhibit 10, page 8, it	
23	0	And in the listing document RE/NWX 0008, you	23		references as of the date of September of 2015.	
24	1	have it listed as a new John Deere commercial	24		So I don't think that - just for clarification.	
			10.0		그렇게 지난 방법은 것 같은 동안 것 같아? 물건을 빼앗긴 것 같아요? 영어는 것 가슴을 망망했다.	
25		Lean mover for \$8,500; connect?	25		MR. HEARDELEY: Sume. And we can go theme.	

DEPOSITION OF: KEITH GRIMM

_					1011		14.525524
1		MR. NOREY: Clay.	1	ç	2	Who did?	
2	Q	(BY MR. HEARDELEY:) As of 2015, these items	2	λ	1	I don't know if this one was done by my wife or	
3		that are indicated here as new through 2015 wave	3			by Bayen. I don't know that for suce, but.	
4		not, in fact, now, ware they?	4	ç	2	Okay. This is an income comparison by year	
5	A	Some of them weren't. Some of the stuff down	5			from '12, 2012 to 2016; connect?	
6		there was probably new.	Б	λ	L	Was.	
7	Q	You'd agree with me	1	¢	2	Can you explain to me what the miscellaneous	
8	λ	So when this was put together, they were new.	8			ancunts meflect in 2014, 2015, and 2016?	
9		And then it still says they are new.		A	1	I would have to ask my wife, but I'm guessing	
10	0	And in fact, if they are not new, that could be	10			they are probably either personal expenses or	
n		misleading to a potential layer, couldn't it?	11			maybe sorrey that I put in to the business or $-$	
12		MR. ENLANDSON: Objection; form.	12			that — I'm not the hockkeeper, so I don't know.	
13		Mt. NOTEY: Juin.	13	ç	2	She would understand these figures?	
14	A	Yes.	14	A	ŧ.	Wes.	
85	Q	(SY MR. HEAPOSLEY:) In addition to the	15	Q	2	Okay. Own you tall me the discussions that you	
16		infomation contained on that sheet, did you	16			had with Duane Remington prior to and during the	
17		provide Mr. Iverson with financial documents for	17			sale of this business and residence?	
18		the business?	58	Ā	1	Nell, originally I was in the bar ching	
19	A	You mean for firencial - for -	19			papervock when Duane and Melody care to the	
20	Q	Incone	20			campground and asked me if it was for sale.	
21	A	- reward)	21			Well, Anthony — Red, whoever — had just	
22	Q	Yes.	22			quit his job to cone work there, so I kind of	
23	A	Yes,	23			hesitated a little bit. I said, Well, yeeh, I	
24	Q	Income/expense sheets?	24			guees it is.	
25	A	Yes,	25			Then he asked me if I would lease it. And I	
	- 10 - E	69					71
1	0	West particularly did you provide to	1			said, No, I'm not interested in leasing it. 1	
2		Nr. Iverson?	2			said, Because you got nothing into it, you know.	
3	Λ	You man the revence from the restaurant, the	3			And then at that time I told then you	
4		bar, the cappround, the expenses for	4			know, he said, Well, I've been cauping all over	
5		everything?	5			the country, you know, in comparounds all over,	
ŝ.	Q	So I just want to know how that process want.	6			and I seally thought it would be fun to even one.	
3		At the end of each season, you'd send then off	T			And I said, Well, it's a lot of work. Ties	
		to Bryan?	1			up all your summers. You know, you don't do	
4	A	No, not necessarily.	9			anything else. Yn work long days. And you	
14	0	Okay. How would it work?	10			night want to come here with your camper and	
11	A	I think usually he - he wanted to know what we	11			just see what it's about before you get into	
12		did for revenue for that year, you know, if he	12			purchasing it.	
11		was going to cellist it. So he wanted a balance	h			He said, No, we want to — we like this,	
14		sheet.	14			I've looked at it many a time, sat out here and	
15	Q	And that would include your income and expanse	15			dreamed about it, or whatever, you know, and, We	
16		sheets; right?	86			want to get it.	
n	A	Yes.	27	Q	s - 1	Ckay. Then you told him to contact -	
18	0	Can you turn to Eshibit 14.	18	A		And then one -	
19	A	Witness couplied.)	19	0	1	I'n sorry. Go ahsad.	
20	Q	Do you recognize that document?	20	Ä		And then one other - one other time they cane	
21	A	I think that was put together from all the -	21			and ate. I believe it was Nelady and I don't	
22		yeah, halarce sheets or shabever. Nearly	22			remember if Duare was there or not, but I	
23		irone, yes.	23			believe it was Yolanda, the kids, and her	
24	Q	Did you put it together?	24			histend. I'm not sure vito all was there. But	
25	A	No.	25			anyway, they care and ate before they purchased	
		76	1.1				

APP.036

DEPOSITION OF: KEITH GRIMM

1		it.	- i	Q	Give ne just a ninute here. Gray?	
2	0	In that first visit, did you show them around	2	λ	day.	
3		the carpground?	1	Q	(Ruse.) After the purchase agreement was	
4	A	No.	4		aigned, did you ever have a conversation with	
5	Q	Did you ever show then around the compground?	5		Duane Remington and Bryan Iverson regarding any	
4	A	Tried to. He didn't want to. He - he knew	5		financial statements?	
7		what it was, he was neady to go. Bidh't care to	1	A	No.	
8		look at anything.	8	Q.	Do you know if your wife did?	
.9	Q	What do you mean tried to?	3	λ	No, she did not. She was not there any of the	
10	A	I asked him if he wanted to look at the cabins	10		neetings.	
11		and look at things.	91	Q	So she wasn't involved in any way on the	
12		Rope, I'm happy with what I see.	12		transaction?	
33	Q	Was Bayan Iwarson around during —	83	λ	No.	
14	A	No.	24	8	But she would have information requiring the	
15	Q	- these discussions?	15		financial statements that have been provided to	
16	A	Not those, m.	26		347	
17	0	Did Bryan ever show the property to the	17	A	To Bryan, yes.	
18		Raningtons?	18	Q	Gay. And then subsequently to us?	
19	A	I don't believe so.	19	A	Nes.	
20		(Brief interruption in the proceeding.)	20	Q	Guay.	
21	0	(BY MR. BEWOELEY:) Before the sale, was the	21	A	She would have prepared thrae.	
22		compareand listed as a contract for deed option?	22		MR. HEVEDSLEY; I don't have anything	
23	A	I don't know if it was listed that way or if it.	23		further.	
24		was just — I had always wanted to just sell it,	24		MR. EXLANDECN: I have a few questions.	
25		yaa kaaw.	25		(Discussion was held off the record.)	
		73			75	
-			-		17	
1		And then the numbers being is, people that	1	E00	INSTICU BY HR. ERLANDSON:	-
1 2		And then the problem being is, people that have the money, don't want to work that hard.	1 2	EXAN Q	INVERSION BY MR. EPRIMISION:	
2		have the accey, don't want to work that hard.	1 2 3	- 2000	WINKTION BY MR. EMLANDEON: Good morning, sir. My name is Goog Erlandson.	
157		have the money, don't want to work that hard. And the people that don't have the money, want	100	Q	INVERSION BY MR. EPRIMISION:	
23		have the money, don't want to work that hard. And the people that don't have the money, want it, but they can't get a loan, you know.	3	Q A	dNATION BY MA. EMLANDEON: Good morning, sir. My name is Goog Erlandson. 1 zepsesent Boyan Iverson. Yes.	
234		have the money, don't want to work that hard. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Well, I'll try contract for	3	Q	WARTION BY MR. EMLANDEON: Good morning, sir. My name is Greg Erlandson. I represent Bryan Iverson. Yes. We've not met here until today. I have a few	
2 3 4 5		have the money, don't want to work that hard. And the people that don't have the money, want it, but they can't get a loan, you know. So I decided, Well, I'll try contract for deed, you know. I can, you know, get some money	3 4 5	Q A	dNATION BY MA. EMLANDEON: Good morning, sir. My name is Goog Erlandson. 1 zepsesent Boyan Iverson. Yes.	
2 3 4 5		have the money, don't want to work that hard. And the people that don't have the money, work it, but they can't get a loan, you know. So I decided, Well, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed	3 4 5 6	Q A	ENATION BY MR. ENLANDEON: Good morning, sir. My mame is Greg Erlandson. I represent Boyan Iverson. Yes. We've not met hers until today. I have a few questions, and I'm kind of going to go through	
2 3 4 5 6 7		have the money, don't want to work that hard. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put	3 4 5 6 7	Q A	<pre>ADATION BY MR. EMLANDEON: Good norming, sir. My mame is Goog Erlandson. 1 represent Bryan Iverson. Yes. Ne've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and</pre>	
2 3 4 5 6 7 8	0	have the money, don't want to work that hard. And the people that don't have the money, want it, but they can't get a loan, you know. So I decided, Well, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed.	3 4 5 6 7 8	Q A	ENATION BY MR. ENLANDEON: Good morning, sir. My mame is Goog Erlandson. 1 represent Enyan Iverson. Yes. We've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the	
23456789	Q	have the money, don't want to work that hard. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put	3 4 5 6 7 8 9	Q A Q A	ANATION BY MR. ENLANDEON: Good norming, sir. My mane is Greg Erlandson. 1 represent Enyan Iverson. Yes., Ne've not met hans until today. I have a few questions, and I'm kind of going to go through some of the claims that wave made in the complaint against yourself, the compground, and my client, Enyan Iverson. Clay/ Okay.	
2 4 5 6 7 8 9	Q	 have the money, don't want to work that hard. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you 	3 4 5 6 7 8 9 10	Q A Q	ENATION BY MR. ENLANDEON: Good morning, sir. My mame is Greg Erlandson. I represent Boyan Iverson. Yes, We've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Boyan Iverson. Guay?	
2 3 5 6 7 8 9 10 11	λ	 have the money, don't want to work that hand. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. 	3 4 5 6 7 8 9 10 11	Q A Q A	ANATION BY MR. EMLANDEON: Good norming, sir. My mane is Goog Erlandson. 1 represent Royan Iverson. Yes. Ne've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Bryan Iverson. Ckay? Okay. In the complaint it is alleged that there was	
2 3 6 7 8 9 10 11 12 13	λ	 have the money, don't want to work that hand. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? 	3 4 5 7 8 9 10 11 12	Q A Q A Q	ENATION BY MR. ENLANCEON: Good morning, sir. My name is Greg Erlandson. I represent Boyon Iverson. Yes, Ne've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Bryon Iverson. Guay? Okay. In the complaint it is alleged that there was prior flooding of the besenent; right?	
2 3 6 7 8 9 10 11 12 13 14	λ	 have the money, don't want to work that hard. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. What do you intend on doing with the compareund 	3 4 5 6 7 8 9 10 11 12 13 14	Q A Q A Q A	<pre>MNATION BY MR. ENLANDSON: Good morning, sir. My mame is Greg Erlandson. 1 represent Boyon Iverson. Yes, Ne've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Boyon Iverson. Goay? Okay. In the complaint it is alleged that there was prior flooding of the beamont; right? Yes.</pre>	
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2 3 6 5 6 7 8 9 10 11 12 13 14 15 16	A Q	 have the noney, don't want to work that hard. And the people that don't have the money, wort it, but they can't get a loan, you know. So I decided, Well, I'll try contract for deed, you know. I can, you know, get some noney down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. What do you intend on doing with the comproved none? It's in linko right now. I don't know. I've never been in this kind of a altuation. I don't want to contribute with more things. I've had a 	3 4 5 6 7 8 9 10 11 13 13 14 15 16	Q A Q A Q A	<pre>ADATION BY MR. EMDANDEON: Good norming, sir. My name is Goog Erlandson. 1 represent Boyen Iverson. Yes, Ne've not net here until today. I have a few questions, and I'm kind of going to go through some of the claims that wave made in the complaint against yourself, the compground, and my client, Bryon Iverson. Goay? Okay. In the complaint it is alleged that there was prior flooding of the basement; right? Yes. Did you over have any discussions or tell Mr. Iverson at any time before the plaintiffs in</pre>	
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q	 have the noney, don't want to work that hard. And the people that don't have the money, work it, but they can't get a loan, you know. So I decided, Well, I'll try contract for deed, you know. I can, you know, get some noney down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. Wat do you intend on doing with the comproved none? It's in links right now. I don't know. I've never been in this kind of a altuation. I don't want to contribute with more things. T've had a lot of people looking at it, asking about it, 	3 6 7 8 9 10 11 13 14 15 16 17 8	Ω λ Ω λ Ω λ Ω λ	<pre>MNATION HY MR. EMIANDEON: Good norming, sir. My mane is Goog Erlandson. 1 represent Enyen Iverson. Yes, Ne've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Enyen Iverson. Clay? Okay. In the complaint it is alleged that there was prior floading of the beament; right? Yes. Did you ever have any discussions or tell Mr. Iverson at any time before the plaintiffs in this case made an offer that there were any water problems or issues in the basement? No.</pre>	
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	λ Q λ Q A	 have the noney, don't want to work that hard. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. What do you intend on doing with the compround now? It's in linko night now. I don't know. I've never been in this kind of a situation. I don't want to contribute with more things. I've had a lot of people looking at it, asking about it, ard I've just been pushing then off. Is Bayen still showing it? 	3 4 5 6 7 8 9 10 11 13 13 14 15 16 17 18 20	Ω λ Ω λ Ω λ Ω λ	 MATION BY MR. EMPANSION: Good norming, sir. My name is Goog Erlandson. 1 represent Bryan Iverson. Yes. We've not met here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Bryan Iverson. Goay? Okay. In the complaint it is alleged that there was prior flooding of the basement; right? Yes. Did you ever have any discussions or tell Mr. Iverson at any time bafore the plaintiffs in this case made an offer that there ware any water problems or issues in the basement? No. Rid you ever tell Mr. Iverson at any time that you balleved that there was mold in the 	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 19 20 21	λ Q λ Q Α Q	 have the noney, don't want to work that hard. And the people that don't have the money, wont it, but they can't get a loan, you know. So I decided, Mell, I'll try contract for deed, you know. I can, you know, get some money down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. What do you intend on doing with the compround now? It's in linko night now. I don't know. I've never been in this kind of a situation. I don't want to contribute with more things. I've had a lot of people looking at it, asking about it, and I've just been pushing then off. Is Bayan still shooing it? No. 	3 4 5 6 7 8 9 10 11 13 13 14 15 16 17 18 19 20 21		ANATION BY MR. EMPANDEON: Good norming, sir. My name is Goog Erlandson. 1 represent Enyen Iverson. Yes, Ne've not net have until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Enyen Iverson. Clay? Okay. In the complaint it is alleged that there was prior floading of the beament; right? Yes. Did you ever have any discussions or tell Mr. Iverson at any time hafore the plaintiffs in this case made an offer that there were any water problems or issues in the beament? No. Did you ever tell Mr. Iverson at any time that you believed that there was mold in the beament?	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	λ Q λ Q λ Q λ	 have the noney, don't want to work that hard. And the people that don't have the noney, work it, but they can't get a loan, you know. So I decided, Well, I'll try contract for deed, you know. I can, you know, get some noney down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. What do you intend on ching with the compround non? It's in linko right now. I don't know. I've never been in this kind of a altuation. I don't want to contribute with more things. I've had a lot of people looking at it, asking about it, and I've just been pushing then off. Is Bayen still showing it? No. 	3 4 5 6 7 8 9 10 11 13 13 14 15 16 19 20 21 22	Q λ Q λ Q λ Q λ Q λ Q λ	 MATION HY MR. EMPADEON: Good norming, sir. My name is Greg Erlandson. 1 represent Royen Iverson. Yes. We've not net here until today. I have a few questions, and I'm kind of going to go through some of the claims that were made in the complaint against yourself, the compground, and my client, Bryan Iverson. Clay? Okay. In the complaint it is alleged that there was prior flooding of the besenent; right? Wes. Did you ever have any discussions or tell Mr. Iverson at any time before the plaintiffs in this case made an offer that there ware any water problems or issues in the basement? No. Did you ever tell Mr. Iverson at any time that you believed that there was mold in the basement? No. 	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	λ Q λ Q λ Q λ Q	 have the noney, don't want to work that hard. And the people that don't have the noney, work it, but they can't get a loan, you know. So I decided, Well, I'll try contract for deed, you know. I can, you know, get some noney down and — which, I want to see anybody succeed in it. I mean, I did everything I could to put things together for him to succeed. Since you took the property back, have you relisted it? No. What do you intend on ching with the compareund non? It's in linko right now. I don't know. I've never been in this kind of a altuation. I don't want to contribute with more things. I've had a lot of people looking at it, asking about it, and I've just been pushing them off. Is Bayen still showing it? No. 	3 4 5 6 7 8 9 10 11 13 13 14 15 16 17 18 20 21 22 23	Q λ Q λ Q λ Q λ Q λ Q λ	 MATION BY MR. EMPANDEON: Good norming, sir. My name is Goog Erlandson. 1 represent Royan Iverson. Yes. Ne 've not net here until today. I have a few questions, and I'm kind of going to go through some of the claims that wave made in the complaint against yourself, the compground, and my client, Bryan Iverson. Clay? Okay. In the complaint it is alleged that there was prior flooding of the besenent; right? Yes. Did you over have any discussions or tell Mr. Iverson at any time before the plaintiffs in this case made an offer that there was any water problems or issues in the basement? No. Ind you ever tell Mr. Iverson at any time that you believed that there was mold in the basement? No. Ind you ever tell Mr. Iverson that the dock at 	

1	A	Mo.	1	A	No.	
2	Q	And as I understand it, you fixed that issue?	2	Q		
3	A	Yes.	3		of the bridges on the property were defective —	
4	Q	And you fixed that issue even before the	4	A		
5		property — the Reningtons made an office on the	5	Q	— or substandard —	
6		property?	6	٨	No.	
1	A	No.	7	0	 at any time prior to — 	
8	Q	Or after?	8	λ	No.	
9	A	It was afterwards.	9	Q	- the sale here?	
10	9	Clay.	10	٨	No.	
ù.	A	When I got it back.	11	Q	Gay. I think you testified a couple different	
12	9	Gray. I's sorry, how such did that cost to have	12		times in response to questions by Mr. Beardsley	
13		that fixed?	13		about the existence of sold being on the	
14	A	Nothing. Zero. About an hour, hour and a half.	14		property, and -	
15		My son did it, basically.	15	٨		
16	Q	Guy. Busically cut off the corner?	16	Q	I wasn't quite sure, ware you actually aware	
17	A	Out off the corner, used the materials that were	17	1	that there was noted on the property? I don't	
18	35	there. Actually had to get rid of some because	1.8		want you to guess.	
19		there was extra meterial, and it never affected	19	A	이 가슴 가 다 가지 않는 것을 가 가 가 가 다 가 나는 것이 같아. 가 가 가 가 나는 것이 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 가 가 다 다 가 가 다 다 가 가 다 다 가 다 다 가 다 다 가 다 다 가 다 다 다 다 다 다 가 다	
20		- that's the mason I did it.	20	1	that, you know, in the wells there could be	
21		Originally, I really vested to argue with	21		mold. I mean, it had been damp, yes. But I	
22		them. What difference does this deck that far	22		didn't go looking far nold. I don't think	
23		from the road make any difference? But I	1.00		anybody did.	
		그 같은 것 같은 것 같은 것 같아요	23		· · · · · · · · · · · · · · · · · · ·	
24		decided to take care of it, be done with it.	24	Q	그는 물건이 다 물건이 많아요. 아이들 것이 같아? 아이들이 가지 않아야 한 말에서 들어졌다. ㅠㅠㅠ	
25		If Duane would have said, Hey, you know, 7	25		about the living quarters that were contained in	79
_			*			13
1		this thing is in the middle of the right-of-way,	1		the listing infomation, that you defined living	
2		what do you think about that? I would have come	2		quarters as basically a place to sleep?	
3		up and fixed it.	3	λ	Yes.	
4	Q	Right. Did you ever tell Mr. Iverson that you	4	Q	The cabins that you have on the property are	
5		believed the parking lot on the compground was	5		places to sloop as well, aren't they?	
5		located on a right-of-way?	6	٨	Yes. I actually stayed in one of the sleeping	
7	A	Nope. I dich't know that.	7		cabins for a season when Branchn was leasing the	
8	0	Did you ever tall Mr. Iverson that you believed			restaurant, and bar.	
1		that any of the fire rings in the copproad	9	Q	Right. Ware you a - people sleep in their RAs	
10		ware not up to code at the time the Reningtons	LD	1	on the property as well; connect?	
n		nade the offer?		λ		
12	٨	No.	1.57	Q		
13	Q	Or anytine themselver?	13	2	main office building	
ii.	Ā	No.	1.2	à	2233	
15	Q	Did you ever tell Mr. Iverson that the financial	15	Q	- as a residential structure?	
14	×	stabaents or information that wave provided		Å		
		김 영양 전에 집에 가지 않는 것 같아. 것 같이 가지 않는 것 같아. 아이지 않는 것 같아. 아이지 않는				
ún -		either by you or by your wife to the Reningtons	17	9		
		server most accession/107	18		sleep there incidental to the operation of the	
.0		vere not accurate?			businees?	
9	A	No.	19			
19 19 20	A Q	No. Did you believe the financial information that	20	λ	Yes.	
19 20 21		No. Did you believe the financial information that you were providing to Mr. Iverson to be	20 21	A Q	Nakody over used that property as their	
19 20 21 22	Q	No. Did you believe the financial information that you were providing to Mr. Twenson to be accurate?	20 21 22	9	Nobody over used that property as their permanent oxeidence?	
17 18 19 20 21 22 23	Q A	No. Did you believe the financial information that you were providing to Mr. Twenson to be accumate? Yes.	20 21	Q A	Nebody over used that property as their permanent oxeidence? The former owners did.	
19 20 21 22	Q	No. Did you believe the financial information that you were providing to Mr. Twenson to be accurate?	20 21 22	9	Nebody over used that property as their permanent oxeidence? The former owners did.	

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	_			_	and the local data and the second
3	Q	All right. Did you ever tell Mr. Iverson that,	10.00	Q	Were you trying to remove everything to conceal
2		that argone had ever used that property as an	2	0	the presence of nold?
3		actual residence?	3	y	No. No. To get rid of it. You know, the
4	A	No, I don't believe so.	4		object was to improve things. And the reason we
5	Q	Okay. And you indicated that in the winter of	5		were improving it, it probably is irrelevant,
6		2016, you did ama construction, I balieve,	6		but Branchn Pressley trashed the whole building
1		mybe with your father?	2		from top to bottom.
1	A	Yes.	8		And we had to do a ton of neworking and
9	8	Recoving the bottom four feet of some walls in	9		refixing and redoing and haul multiple, multiple
10	la -	the basanant?	10		trailer loads of garbage out, things he weeked,
ц	λ	Yes.	11		and.
12	0	And your testimony was you dich't think you told	12	Q	So you did all this work and Bryan Iverson
11		Bryan Iverson about that construction; correct?	13		didn't know about any of it?
	λ	I don't believe so, no.	10.00	A	I don't know if he knew that \rightarrow he probably knew
15	Q	Ckay. Any of the information that Bayan Iverson	15		that Brandon trashed it. But actually it was
16		got concerning the finances or operation of the	16		the locals that care around and helped re clean.
13		business, he would have received that from you	17		up the mess.
18		ar your wife; carreat?	18	Q	But your testimony, sir, was that if Duane would
15	A	Ves.	19		have just gone to the basement, he would have
20	Q	He didn't make up any of the documents	20		seen these conditions of these walls - wait,
21		independently?	51		wait. Let me finish.
22	A	These financial statements were given to him and	22	x	Gey.
21		the tax returns were done by Brall Thorstenson	23	Q	That was your bastimony. And your bastimony has
24		and wave given to Bryan.	24		also been that Mr. Iverson, when he showed the
25		MR. HEANDEON: Gkay. Thank you for your	25		property for the past tan years, had been in the
_	-	81	_		83
1		time. I don't have any other questions.	1		insement; that's correct?
2		MR. HERRESIEV: I just have a faw follow-up.	2	A	Yes.
3	FURD	HER EXWEINNETEN BY MR. BEARDELEY:	3	8	Clay.
4	Q	We've established that Mr. Ivenson showed the	4	λ	But I'm not saying he would have seen mold. You
5		property roughly 30 times; right? Correct?	5		hed to look for nold. It wasn't just jumping
6	λ	Yes.	6		out at you.
3	9	And you've testified that the photographs that I	7	Q	Sure. And Mr. Iverson created the listing.
8		showed you, Eshibit - can you look for ma?	£		We've established that; right?
۶	λ	17, was it?	9	A	Yes,
10		MR. NOONEY: 19?	10	Q	So he was aware that the bridges were not new
11	14.5	18.			
	A	10.	11		but were, in fact, rebuilt or built seven to
12	A Q	07. (RY MR. HEARCELEY:) Exhibit 18 depicts the way	11 12		but were, in fact, rebuilt or built seven to nine years ago?
12 13			1.55	λ	
		(EV MR. HEMROSLEY:) Exhibit 18 depicts the way	12	A	nine years ago?
13		(EY MR. HEARDSLEY:) Exhibit 18 depicts the way the beament and the walls looked when my client	12 13	A Q	nine years ago? Yes. Because he would have made the listing
13 14 15		(EV MR. HEARCELEY:) Exhibit 18 depicts the way the beament and the walls looked when my client purchased the property. That was your	12 13 14		nine years ago? Yes. Because he would have made the listing whenever it was chne.
13 14 15 16	Q	(EV MR. HEARCELEV:) Exhibit 18 depicts the way the beament and the walls looked when my client purchased the property. That was your testimony; right?	12 13 14 15		nine years ago? Yes. Because he would have made the listing whenever it was chne. Also would have been aware that the new John
13 14 15	Q A	(EV MR. HEARCELEY:) Exhibit 18 depicts the way the beament and the walls looked when my client purchased the property. That was your testimony; right? Yes.	12 13 14 15 16		mine years ago? Yes. Because he would have made the listing whenever it was chose. Also would have been aware that the new John Deare mover was not new but it was a 2008;
13 14 15 16 17 18	Q A	(EV MR. HEARDSLEV:) Exhibit 18 depicts the way the beamment and the walls looked when my client purchased the property. That was your testimory; right? Yes. So in the 30 times that Nr. Iverson showed the	12 13 14 15 16 17	Q	nine years ago? Yes. Because he would have made the listing whenever it was chne. Also would have been aware that the new John Deere mover was not new but it was a 2008; connect?
13 14 15 16 17 18	Q A Q	(RY MR. HEMROSIEV:) Exhibit 18 depicts the way the beament and the walls looked when my client purchased the property. That was your testimony; right? Yes. So in the 30 times that Nr. Iverson showed the property, did he ever go to the basement?	12 13 14 15 16 17 18	Q	nine years ago? Yes. Because he would have made the listing whenever it was done. Also would have been aware that the new John Dearse mover was not new but it was a 2008; correct? Weil, he know it wasn't new that year or
13 14 15 16 17 18 19 20	Q A Q A	(EV MR. HEWROSIEV:) Exhibit 18 depicts the way the beaument and the walls looked when my client punchased the property. That was your testimony; right? Yes. So in the 30 times that Nr. Iverson showed the property, did he ever go to the basement? Yes. L	12 13 14 15 16 17 18 19	Q	mine years ago? Yes. Because he would have made the listing whenever it was choe. Also would have been aware that the new John Deare nower was not new but it was a 2008; correct? Weil, he know it wasn't new that year or anything. I mean, he wouldn't have known it was
13 14 15 16 17 18 19 20 21	Q A Q A	(EV MR. HEMROSIEV:) Exhibit 18 depicts the way the beament and the walls looked when my client purchased the property. That was your testimory; right? Yes. So in the 30 times that Nr. Iverson showed the property, did he ever go to the beament? Yes. L So he would have seen the mold and the water	12 13 14 15 16 17 18 19 20	Q A	mine years ago? Yes. Because he would have made the listing whenever it was chne. Also would have been aware that the new John Deere nower was not new but it was a 2008; correct? Well, he know it wasn't new that year or anything. I mean, he wouldn't have known it was '08, I don't think. I don't know.
13 14 15 16 17 18 19 20 21 22	Q A Q A Q	(EV MR. HEARDSLEY:) Exhibit 18 depicts the way the beamment and the walls looked when my client punchased the property. That was your testimory; right? Yes. So in the 30 times that Nr. Iverson showed the property, did he ever go to the beamment? Yes. L So he would have seen the mold and the water dwage in the beamment; correct?	12 13 14 15 16 17 16 19 20 21	Q A Q	<pre>mine years ago? Yes. Because he would have made the listing whenever it was chne. Also would have been aware that the new John Deene mover was not new but it was a 2008; correct? Well, he know it wost't new that year or anything. I mean, he wouldn't have known it was '08, I don't think. I don't know. But he would have known it ween't new?</pre>
13 14 15 16 17 18 19 20 21 22 23	Q A Q A Q	(EV MR. HEMROSIEV:) Exhibit 18 depicts the way the beament and the walls looked when my client purchased the property. That was your testimory; right? Yes. So in the 30 times that Nr. Iverson showed the property, did he ever go to the beament? Yes. L So he would have seen the mold and the water damage in the beament; correct? I don't believe so. I think this is actually in	12 13 14 15 16 17 16 20 21 22 23	Q A Q	<pre>nine years ago? Yes. Because he would have made the listing whenever it was chne. Also would have been aware that the new John Dearse mover was not new but it was a 2008; connect? Weil, he know it wasn't new that year or anything. I mean, he wouldn't have known it was '08, I don't think. I don't know. But he would have known it wasn't new? Bight.</pre>
13 14 15 16 17 18 19 20 21 22	Q A Q A Q	<pre>(EV MR. HEMPOSIEV:) Exhibit 18 depicts the way the beament and the walls looked when my client purchased the property. That was your testimory; right? Yes. So in the 30 times that Nr. Iverson showed the property, did he ever go to the basement? Yes. L So he would have seen the mold and the water damage in the basement; connect? I don't believe so. I think this is actually in the closet. This was a part of the stuff that</pre>	12 13 14 15 16 17 16 20 21 22 23	Q A Q A	<pre>mine years ago? Yes. Because he would have made the listing whenever it was chne. Also would have been aware that the new John Deare mover was not new but it was a 2008; correct? Well, he know it wasn't new that year or anything. I mean, he wouldn't have known it was '08, I dan't think. I dan't know. But he would have known it wasn't new? Right. NR. ENDANCEN: Chipection; foam.</pre>

_	_		and the second	0.00018
1		2016 that your structure was in the	1 ERRATA PAGE	
2		right-cf-vay; right2	 I, the undersigned, KXI'III GRIMH, have need the 	
3	A	Yes.	3 foregoing transcript and, to the best of ny knowledge,	
4	Q	And you did nothing to fix it or convespond with	4 said transcript is true and accurate (with the	
5		the Department of Transportation until after you	5 exception of the following corrections listed below:	
6		received the property back from my alient;	6 BGE/LINE CONNECTION AND PEASON FOR CONNECTION	
7		connect?	7	
8	A	I did not do anything to fix it.	ł	
4	Q	You didn't contact the Department of	9	
10		Transportation to say, This is out of line, I'm	ho	
n	10	contesting this?	pi	
12	A	Well, that was my plans, but them Dame came in	12	
13		and got in the middle of things and we were go,	13	
14		go, go.]4	
15		It's my fault for not belling him about it,	15	
16		I never even throught about it. It was not that	16	
17	har -	big of a deal, I didn't think.	17	
18	Q	So the parking lot that was in the right-of-way,	18	
19	٠ <u>.</u>	you didn't do anything to fix the parking lot?	19	
	A	I didn't know anything about the parking lot	50	
21		being in the right-of-way. There use no nothing	21	
22		ever told to se that the parking lot was in the	22 SIGNATURE	
23	i.,	right-of-way.	23 See attached sheet (a) for additional infomation:	
24	Q	After you fixed the deck, did the Department of	24 <u>80</u>	
25		Transportation cone back to you to say you'ze 85	25	7
1		good to go?	1 CERTIFICATE	
2	A	No. No.	2 I, Jacqueline K. Weller, Registered Professional	
3		MR. HEXPEGIEV: I don't have anything	3 Reporter, a notary public in and for the State of	
4		further.	1 South Daksta, Pennington County, do hereby attest that	
5		MR. NOMEY: Inything else?	5 the witness was duly soom by we prior to the taking	
6		MR. ENLANDSON: I don't have anything.	6 of testinony; that said proceedings were taken by me	
7		Thank you.	7 steeographically and thereafter reduced to typewriting	
8		NR. NONEY: Jacque, I'm going to have him	I under my supervision; that the foregoing transcript in	
3		read and sign. Okay? Thank you.	9 a true and accurate record of the testimony given to	
18		(The proceeding concluded at 11:11 a.m.)	10 the best of my understanding and ability.	
11			 I further assert that I am neither counsel for, 	
17			12 related to, nor exployed by any of the parties to this	
11			11 case and have no interest, financial or otherwise, in	
14			14 its outcome; that I have no contract with the parties,	
35			15 attorneys, or persons with an interest in the action	
16			16 that affects or has a solutional bendency to affect.	
17			17 inpartiality, that requires me to relinquish control	
18			18 of an original deposition transcription or oppies of	
89			19 the transcript, or that requires ne to provide any	
20			30 service not made available to all parties to the	
21			21 action.	
22			22 Dated this 1st day of December, 2018.	
23			23 <u>AvJ Jacquelline K. Heller</u> Registered Professional Reporter	
24			24 Notacy Rublic By commission explores: May 9, 2019	
25		11-12-24	25	
		86	85	8

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STATE OF SOUTH DAKOTA) IN CIRCUIT COURT) COUNTY OF PENNINGTON) SEVENTH JUDICIAL CIRCUIT 51CIV18-000118 DUANE REMINGTON and MELODY REMINGTON, Deposition of: Plaintiffs, BRYAN IVERSON VS. WILD BILL'S CAMPGROUND AND RESORT, LLC; KEITH GRIMM; and BRYAN IVERSON, Defendants. BEFORE : Jeanne Speck Quinn Court Reporter and Notary Public Rapid City, South Dakota DATE: August 20, 2018 at 10:00 a.m. PLACE : Bangs, McCullen, Butler, Foye & Simmons, LLP 333 West Boulevard, Suite 400 Rapid City, South Dakota APPEARANCES : Representing the Plaintiffs: MR. MICHAEL S. BEARDSLEY Beardsley, Jensen & Lee 4200 Beach Drive, #3 Rapid City, South Dakota Representing the Defendant: MR. GREGORY J. ERLANDSON (Bryan Iverson) Bangs, McCullen, Butler, Foye & Simmons, LLP 333 West Boulevard Suite 400 Rapid City, South Dakota Representing the Defendant: MR. JOHN K. NOONEY (Wild Bill's & Keith Grimm) Nooney & Solay 326 Founders Park Drive Rapid City, South Dakota

_			1.1	
APPEAS	Pai Painces continued.	ge 2	0	Page And if you do not understand a question that I ask, I'd
Also i	Present: Mr. Duane Semington	2	1.	just please ask you to ask me to clarify. And if you
	Mrs. Helody Remingto	0 100		
	Flaintiffs I & D E X	3		answer one of ny questions, I'm going to assume that you
NUTHER		4		understood it. Is that fair?
10000	W IVERSON	5	λ	Yes.
1	Inamination by NM. BEAMDOLEY 3	6	0	Where did you grow up?
	Examination by MR. MOXWEY #3	7	٨	Rapid City.
	Purther Exemination by ME. DEARDSLEY 136	8	0	Can you summarize your education for me?
1 EXHIB	txarination by NE. EELANDEEN 142 IS: MARKED ON		A	Nent to graduated from Rapid City Contral.
	nal Estate Purchane Agreement (2 pages) 20	100		1998 - 1975) Si Si
	jency Agreement Addention (1 page) 30	10	Q	Mhat year?
3 - Bi	ayers Agency Agreement (1 page) 49	11	À	1984, and graduated from Black Hills State in 1989.
	idendum/Amendment to Purchase Agreement	12	Q	Any education after Black Wills State?
(1 per	이 사람이 가지 않는 것 같은 것 같	13	A	No.
	idenda #1 (1 page) 44 (sting for Wild Bill's (7 pages) 49	14	0	And your job history, please.
	ov. 9, 2016 latter from DOT (2 pages) 64	15	٨	How far back would you like me to go?
8 - M	ontings with Diame Hemington (1 page) 84	16	0	After high school.
	al Estate Parchase Agreement, Commercial/	100	123	· · · · · · · · · · · · · · · · · · ·
	Atural, REMAR 0019 - 0025 08 Asting for Wild Bill's, REMAX 0001 - 0013 95	17	λ	I worked construction while I was going to college.
	Asting for Wild Bill's, REMAX 0001 - 0013 95 Contract for Deed, 88MAX 0026 - 0034 115	18	Q	What type of construction?
	Exclusive Listing Agreement, REMAX 0041 -	19	A	I did road construction and building.
0049	119	20	Q	Residential or connercial?
500 L	ML8 listing, 259AX 0050 - 0052 120	21	A	Residential.
1.1.1.1.1.1.1	Spreadsheets, #399X 0053 - D056 123	22	0	Who did you work for?
	ALTA Settlement Statement, 0027 - 0028 126	23		Scull Construction, Sweetman Construction, and what
	Dertificate of Real Matate Value,	24		was the last one I worked for? Stanley Johnsen.
GRIMM	0020 6 0024 137	1.55	1.2	
	1.1.1	25	0	Are those all in Rapid City?
		je 3		Yes.
1	(The deposition began at 10:18 a.m.)	100	- 52	1990, and the second second second
2	BRYAN IVERSON,	2	Q	Now long did you do that?
3 0	alled as a witness, being first doly sworn, testified a	s 1	¥	While I attended college.
4 6	ollows:	4	0	The entire time?
5 B	XAMINATION BY MR. BEANDSLEY:	5	3	In the summers.
6 0	Good norming. My mane is Mike Beaudaley. I represe	nt 6	.0	Then what did you do?
7	Duene and Nelody Remington. Can you please state yo	30 I I I CCC	1	I started my accounting career at Antelope Coal Company
8	fall name and address for the record.	8	10	in Ryoning.
			~	
9 A	Bryan Iverson. Wy office address is 1250 Jackson	9	Q	So I assume you majored in accounting?
10	Bouleward, Sapid City, South Dakota 57762.	10	x	Yes.
11 Q	Have you ever had your deposition taken?	11	Q	kny other najors?
12 A	Have not.	12		Business administration.
13 0	Say that again?	13	0	What did you minor in?
14 A	것 같은 것 것 같은 것 같은 것 같은 것 같은 것 같은 것 같은 것	14		Did not.
15 Q	방생한 이도 없는 것 같아요. 정말 방법에서 망망했다.	15	0	Okay. Your accounting career started when?
		100.001	A	December 189.
16	important that you let me finish my question before	SCOLUMN TO D		
17	start to answer, okay? It's also important that you	183	Q	And where was that?
18	verbal responses. If you shake your head or say	18	A	Antelope Coal Company.
19	"uh-huh," "huh-uh," it's very difficult for her to p	ick 19	Q	And where was that located?
20	up. Is that fair?	20	λ	In Wyoning.
21 A	Yes.	21	0	Where, in Wyoming?
22 Q			x	65 miles north of Douglas.
23	my question, I'm going to correct you. I don't mean		0	Okay. How long did you stay with that company?
	be rule, but we need a good record; dkay?		100	
24	THE THE WE DEST & COULD TRANSPORT (SAV)	26	A	10 months.
24 25 A	Understand.	25	0	What was your official position while working with

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	-	Page 6		-	Page
1		Antelope Coal Company?	1	Q	Any other positions at Pioneer Credit Counseling?
2	x	Accountant.	2	λ	No.
3	Q	Did it remain that the entire 10 months?	3	0	And how long were you there?
4	A	Yes.	4	λ	Until 2005.
5	Q	Why did you leave after 10 months?	5	Q	Then what?
6	A	Didn't like it.	6	λ	Real estate.
7	0	Dids't like Wyoning?	?	Q	Why did you leave Fioneer Credit Counseling?
8	A	Didn't like it.	8	λ	Wanted to do something other than accounting.
9	Q	Mere you terminated?	9	0	And why did you leave Woyle Petroleam in 2001?
1.0	λ	No.	10	A	It was an advancement.
11	Q	Then what did you do?	11	0	So 2005 you started real estate?
12	h	Weak back for one senester at Black Hills State.	12	A	2006.
13	Q	Por' what?	13	Q	2006.
14	٨	To get my business degree.	14	A	February of 2006.
15	Q	Okay. Then?	15	0	And how did you start that process?
1.6	x	I went to work for Hoyle Patroleum Coopany in Rapid.	16	λ	Took a real estate class. Then I had to take a test.
17	0	That was in '91?	17	0	Where was the class?
18	2	Yea.	18	A	Coldwell Banker,
9	0	And what did you do for Noyle?	19	Q	And what does that consist of? How long is it?
0	λ	Started out in construction and maintenance, and then	20	A	Two wasks, if I remember right.
1		went into the office for accounting and environmental.	21	9	Then you took a test?
12	Q	Construction and maintenance, what did that antail?	22	λ	Yea.
3	٨	Maintaining the stores and construction of new stores or	23	Q	And after the test, you were certified as a broker
4		remodels.	24		associate; is that right?
15	Û.	So construction, gas stations?	25	Ā	Licensed.
1	Å	Page 7 Yes. Convenience stores, yes.	1	0	Page 9 Weo did you work under at Coldwell Eanker?
2	ġ.	How long did you do that?	1		I don't know what you mean.
3	٨	Now long did I do the construction, or how long was I	1	0	Did you have a boss or a supervisor at Coldwell Banker?
4		with Kayla Petroleum?	4	A	The designated broker sales ranager was Dave Mortiner.
5	0	The construction.	:5	0	Did you pass the test the first time?
6	A	I don't know the exact years.	6	A	Yas.
2	0	Give me your best shot.	7	0	How long were you at Coldwell Benker?
8	λ	Four.	8	A	Year and a half.
9	0	Were you a laborer while doing construction or more of	9	0	Did you get any other certifications while at Coldwoll
0	24	like a management role?	10	18	Barker?
1	λ	laborer.	11	٨	No.
2	0	Okay. Rour years, so '95, roughly, you started doing	12	0	So your title was a licensed broker associate?
3	84,	accounting work for Mayle?	13	Ā	Yen.
4	٨	Yes. Yes.	14	0	And is that currently your title?
5	0	Okay. And who was your supervisor or boss at the time;	15	A	Yes.
6	24	do you zeneriber?	16	0	What is the difference between a licensed booker
,	A	Dave Larson.	17		associate and a hooker's license?
8	0	Now long did you do accounting work for Mayle?	18	3	I believe the broker is the one who is in charge of the
		Until 2001.	19		broker associates.
0	0	Then what did you do?	20	0	Beviews the work of the broker associates?
	à	I went to work for Figneer Credit Counseling.	21	ž	I'm not sure.
2		When was the nature of your position at Pioneer?	22	ô	After Coldwell Banker, 2008-ish, what did you do?
	. U.	the local time beaution at the second	-75	32	
2	0	Controller.	1.28		WINNE TO SEAMLE.
1 2 3 4	A	Controller. What doen that mean?	23	A 0	Woved to RE/MAX. Who hired you at RE/MAX?

_					103
1	0	Page 10 And would Gene still be considered your supervisor or	1	A	Page 1 I dm't want to answer.
2		your boss?	2		MR. ENLANDEON: No, I said you can answer it. Go
3	x	No.	3		abrad.
4	0	Who is?	4	A	Okay. Say again.
5		Tony Hensley.	5	0	(By Mr. Beardsley:) What was the advice given to you or
6	0	And, Bryan, can you tell me what the responsibilities of	6	÷.	shether or not you could take the listing and cell the
2	୍	as associate broker are?	7		house as is?
8	A	I need more detail.	8	٨	They said that I still I could sell it, but someone
9	0	Well, I assume you do your job five days a week or more.	9		else had beat we to it, so that's how I lost it.
10	2	What are your responsibilities as an associate broker to	1.1	a	Did this conversation include discussions about a
11		RE/NOX realty?	11		Property Disclosure Statement?
12	λ	To help my clients buy and sell property.	132	A	No.
13	0	Do you know what the responsibilities of a broker at	13		You understand we're here today because of the sale of
14	*	REAPAK are?	14		Wild Bill's Campground and RV Pack, correct?
15		The broker, no, I don't because I have not been a	15	A	Correct.
16		broker.	16	0	Did you discuss that particular transaction with anyone
17	0	Mell, would the broker be responsible for his or her	17	1	in your office at RE/WXX?
18	۰.	associate brokers?	18	A	Not to my recollection.
19	A	Yes.	19	0	And if I understand you connectly, if you did discuss
20	Ģ	And the broker in your office is Tony Hennley, correct?	20	2	it, it would have been with your broker and not an
21	Å	Yes.	21		associate broker; correct?
22	0	Any other brokers?	22	1	Yea.
23	à	Yanni Georgas is the other one. Tony is the I	23	0	Is there aryone at your office that helps you with the
24	^	believe, the designated.	24	×	forms and paperwork involved in the sale of a property?
25	Q	How many associate brokers are in your office?	25	A	Yes.
-		Page 11	-		Page 1
1	λ	33.	1	Q	Who?
2	0	Mhen you have a real estate transaction, is it common to	2	x	Our office manager, Lana Hudson.
3		discuss your deals with the other associate brokers in	3	Q	You say Lans?
4		the office?	4	*	Тев.
5	λ	No.	5	0	And what does she do?
6	Q	Do you ever?	6	A	She is our office manager.
7	λ	It's privileged.	7	0	Sure. Mut are her duties?
₿	Q	Do you ever discuss your deals with Yony Benaley or	8	A	She checks our files. She makes sure that we have
9		Yanni Georgas or any other broker that you've worked	9		everything in correct order and does our billing,
10		under?	10		invoicing, and does our commission checks when we have a
11	٨	If I have questions that I cannot answer.	11		close.
12	0	Such as?	12	.0	Does she work for all of the associate brokers in the
13	λ	Last time I asked them a question was about a person	13		office?
14		wanting to sell their house as is.	14	λ	Yes.
15	Q	And what was your question?	15	0	Does she put together listings for properties?
	λ	If they could do it as is.	16	A	Not for me.
16		And shat did you end up doing?	17	0	And for this particular sale did she complete any of the
	9		18		forms required for the transaction?
17	Q A	I did not take the listing.			
17 18	- 39	I did not take the listing. Nhy not?	19	A	No.
17 18 19	λ	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	22	A Q	No. Who did that?
17 18 19 20	A Q	Khy net?	19		
17 18 19 20 21	A Q	Nhy not? I lost it.	19 20	Q	Who did that?
17 18 19 20 21 22	A Q	Why not? I lost it. What was the advice given to you?	19 20 21	Q A	Who did that? I did.
16 17 18 19 20 21 22 23 23	A Q	Why not? I lost it. What was the advice given to you? UR. ERLANDSON: Objection, form; relevance. You	19 20 21 22	Q A	Who did that? I did. So I take it you also put together the listing for the

Page 14 the file in to get your comission check? The forms we receive from the title company, and you give that with the file to Lana. Your entire file is turned over? Yes. And does Lana then review the file prior to issuing you a check? Yes. What is the document retestion policy at your office? How long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lana; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/WAX describing your responsibilities and duties as an associate broker?	1 3 4 5 5 7 8 9 19 11 12 13 14 15 16	× 0 × 0 × 0	Page 1 Did you speak with anyone else besides your attorney? No. Since this lawauit was initiated, have you talked about it with anybody besides your attorney? I told my brokers that it was happening, yes. Did you discuss in detail the substance of the Wild Hill's sale and this lawsuit? I told them what was going on. I didn't go into detail What did you tell them? Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Nooney about what? It was before I was named. Excuse me. Did Nooney contact you?
The forms we receive from the title company, and you give that with the file to Lana. Your entire file is turned over? Yes. And does Lana then zoview the file prior to issuing you a check? Yes. What is the document retestion policy at your office? How long do they keep the files? Yesh. Saven years. So your entire file would still be kept with Lana; is that correct? It's at our offics, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?	3 4 5 7 8 9 10 11 12 11 14 15	0	No. Since this lawauit was initiated, have you talked about it with anybody besides your atterney? I told my brokers that it was happening, yes, Did you discuss in detail the substance of the Wild Hill's sale and this lawauit? I told them what was going on. I didn't go into detail What did you tell them? Just that I was in a lawauit, and that I had talked to Mr. Nooney. You talked to Mr. Booney about What? It was before I was named. House me.
<pre>give that with the file to Lans. Your entire file is turned over? Yes. And does Lans then review the file prior to issuing you a check? Yes. What is the document retestion policy at your office? How long do they keep the files? Yesh. Serven years. So your entire file would still be kept with Lans; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?</pre>	3 4 5 7 8 9 10 11 12 11 14 15	7 0 7 0 7 0 7 0 7 0 7 0	<pre>it with anybody besides your attorney? I told my brokers that it was happening, yes. Did you discuss in detail the substance of the Wild Hill's sale and this lawsuit? I told them what was going on. I didn't go into detail What did you tell then? Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Nooney about what? It was before I was named. House me.</pre>
Your entire file is turned over? Yes. And does Jana then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lana; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/WEX describing your responsibilities and duties as an associate broker?	5 5 7 8 9 10 11 12 13 14 15	0 1 0 1 0 1 0	<pre>it with anybody besides your attorney? I told my brokers that it was happening, yes. Did you discuss in detail the substance of the Wild Hill's sale and this lawsuit? I told them what was going on. I didn't go into detail What did you tell then? Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Nooney about what? It was before I was named. Excuse me.</pre>
And does Lana then review the file prior to issuing you a check? Yes. What is the document reteation policy at your office? How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Lana; is that correct? It's at our offics, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?	5 7 9 10 11 12 13 14 15	0 1 0 1 0 1 0	I told my brokers that it was happening, yes. Did you discuss in detail the substance of the Wild Hill's sale and this lawsuit? I told them what was going on. I didn't go into detail What did you tell them? Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Nooney about What? It was before I was named. Excuse me.
a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lans; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/MEX describing your responsibilities and duties as an associate broker?	7 8 9 10 11 12 13 14 15	1 0 1 0 1 0	Did you discuss in detail the substance of the Wild Bill's sale and this lawsuit? I told them what was going on. I didn't go into detail What did you tell them? Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Dooney about what? It was before I was named. Excuse me.
a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lans; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/MEX describing your responsibilities and duties as an associate broker?	8 9 10 11 12 13 14 15		I told them what was going on. I didn't go into detail What did you tell them? Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Mooney about what? It was before I was named. Moruse me.
What is the document retention policy at your office? How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Lana; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/WAX describing your responsibilities and dutics as an associate broker?	9 10 11 12 13 14 15		What did you tell them? Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Nooney about What? It was before I was named. Excuse me.
How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Lans; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?	10 11 12 13 14 15		Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Nooney about what? It was before I was named. Excuse me.
How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Lans; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?	11 12 13 14 15	0 * 0	Just that I was in a lawsuit, and that I had talked to Mr. Nooney. You talked to Mr. Nooney about what? It was before I was named. Excuse me.
Yeah. Seven years. So your entire file would still be kept with Lane; is that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/MEX describing your responsibilities and duties as an associate broker?	12 13 14 15	A 0	Mr. Nooney. You talked to Mr. Mooney about what? It was before I was named. Moouse me.
So your entire file would still be kept with Lana; is that correct? It's at our offics, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?	12 13 14 15	A 0	You talked to Mr. Booney about what? It was before I was named. Excuse me.
So your entire file would still be kept with Lana; is that correct? It's at our offics, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?	14 15	0	It was before I was named. Excuse me.
that correct? It's at our office, yes. Is there a handbook or any written responsibilities at RE/MEX describing your responsibilities and duties as an associate broker?	15	25	Did Komme contact unit
It's at our office, yes. Is there a handbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate broker?	15	25	The Markey Concert your
Is there a handbook or any written responsibilities at RR/MAX describing your responsibilities and dutics as an associate broker?	1.75	A	Yeg.
RE/MAX describing your responsibilities and duties as an associate broker?	1.22	0	And what was the substance of that conversation?
associate broker?	17		Asked me for some information, which I provided, and
	18	1	that was about it. It wasn't a very long conversation.
Under the new owners, I don't know if there has been.	19	0	What information?
In May of 2017?	20		I gave him the pumphlet, some notes I had on the
No.	21	-	meetings, and the financial information.
CONTRACTOR AND A CONTRACTOR AND A CONTRACTOR AND A CONTRACTOR	3.53	0	When you say 'pamphlet,' are you referring to the
이 같이 가지 않는 것 같아요. 이 가지 않는 것 같아요. 이 집에 집에 집에 있는 것 같아요.	1996	1	listing?
	1000		Yes.
I don't know.	25	0	And notes on meetings. Neetings with who?
Daria 15	10.00	68	Page 1
Did you over read it?	1	٨	The Semingtons.
Yea,	2	0	Bid you also provide notes on meetings with Keith Grimm
Have you ever been involved in a lawsuit?	3	*	No.
No.	4	Q	Did you speak with anybody else regarding this lawsuit?
What did you do today to prepare for this deposition?	5	A	No.
Read through the information I received from Greg.	6	Q	Were you contacted by any insurance company?
Okay. And what information was that?	7	A	Oh, yes. I'm sorry, Rice.
Questions I don't know the right terminology.	8	Q	Say that again?
Interrogatories?	9	٨	Rice is our insurance company.
Yes.	10	0	Ckay. Bid you provide a statement to the insurance
Anything else?	11		company?
That just have the stuff that I received from that,	12	λ	No. They asked for the infermation.
yeah.	13		MR. BRLANDSON: No, you didn't provide a
And I don't want you to tell me about any of the	14		statement.
conversations you had with your attorney, but I do want	15	à	No, I didn't provide a statement.
	16	0	(By Mr. Beandsley:) Did they ask for your file?
작품 물건가 문화 방법 관람이 많은 아이에 귀하는 것이 많이 잘 많다. 것이 많은 것이 많이 많이 많이 많이 없다.	17	Å	Nope. They just asked for certain information.
	18	0	What information is that?
Yes.	19		Basically, the same that I gave to Mr. Mooney.
Did you review your file?	20	0	So the listing notes on meetings and financial
	21	-	information on the property, correct?
 Control of the second se	22	x	Yes.
No.	23	0	Anything else?
Did you read or review anything class?	24		That's all I can remember.
new how room or yourse without of erges	25	·**	
	Page 15 Did you over read it? Yes. Have you ever been involved in a lawauit? No. Nhat did you do today to prepare for this deposition? Read through the information I received from Greg. (Kay. And what information was that? Questions I don't know the zight terminology. Interrogatories? Yes. Anything else? That just have the staff that I received from that, yesh. And I don't want you to tell me about any of the conversations you had with your attorney, but I do want to know what you were provided; okay? So you read through the interrogatory answers by my clients, I assume?	I believe so, yes. 23 What was it called? 24 I don't know. 25 Did you over read it? 25 Did you over read it? 2 Nee. 2 Have you ever been involved in a lawsuit? 3 No. 4 What did you do today to prepare for this deposition? 5 Read through the information I received from Greg. 6 (kay. And what information was that? 7 Questions I don't know the right terminology. 8 Interrogatories? 3 Yes. 10 Anything elss? 11 That just have the staff that I received from that, 12 yeah. 33 And I don't want you to tell me about any of the 14 convensations you had with your attorney, but I do want 15 to know what you were provided; ckay? So you read 16 through the interrogatory answers by my clients, I 37 assume? 18 Yes. 19 No in Wild Bill's? 21	I believe so, yes. 23 What was it called? 24 I don't know. 25 Did you over read it? 1 Yes. 2 Have you ever been involved in a lawarit? 3 No. 4 What did you do today to prepare for this deposition? 5 Bread through the information I received from Greg. 6 Ckay. And what information was that? 7 Questions I don't know the right terminology. 8 Interrogatories? 3 Yes. 10 Anything else? 11 That just have the staff that I received from that, 12 yeah. 13 And I don't want you to tell me about any of the 14 conversations you had with your attorney, but I do want 15 to know what you were provided, ckay? So you read 16 Question what you were provided, ckay? So you read 16 Question Wild Sill's? 13 About you review your file? 24 Wes. 23 24 Did you review your file? 24 Wy file on Wild Sill's? 24

_	_				182
1	λ	Page 18 I've known Keith Grimm for a long time. He's a friend	1		Page 2 purchase?
2	25.82	of nine.	2	A	I don't recall.
3	0	How many years?	3	0	2010, how long was it listed?
4	x	30.	4	A	김 양양 양양 방송 김 양양 방송 방송 방송이 그 가슴다 여름다. 여러 가 감기 다
5	0	And how did you meet Keith?	5	ere.	that we had it on or off, but it would be the off-assaur
6	۸	I was friends with his brother, Les.	6		is when it was listed.
7	0	What does Les do?	17	0	And you think during this listing it was priced at 899?
8	Ā	Les is passed away.	8	٨	If I remember correctly.
9	0	Have you ever been in business with Keith Grime?	9	0	Any offers or interests in the property?
10	A	No.	10	Å	I had plenty of interest in the property. I just can't
11	0	How many properties have you sold for Keith?	11	en e	recall when the offers were, as far as the year is.
12	λ	One.	12	0	So prospective buyers viewed the property?
13	0	And on this property, Wild Bill's, how long were you the	13	Å	Yes.
14	*	agent prior to the sale in Nay of 2017?	14	0	Walked through the property?
15	A	Off and on for 10 years.	15	Å	Yos.
16	0	So it was first listed in 2007?	16	0	Bid they have the property inspected?
17	Å	I believe so.	17	Å	So.
18	0	And you say "off and on". Can you tell me when it was	18	0	Were there any other real estate agents involved during
19	*	taken off the market after it was listed in 2007?	19		this process?
20	λ	I cameot.	20		Yes.
21	0	The best of your recollection.	21	0	No?
22	x	About a year and a half.	22	Å	I believe her last name was Groves, was one perpon.
23	ô	During that first listing, were there any offers to	23	^	
26	×	purchase?	24		Kim Benning. I don't know her last name; her name was Christy, I believe.
25		One.	25	0	Christy?
62	•	use.	143	Q	Cartacyt
÷	~	Page 19	242		Page 2
1	0	Do you recall who did that? I do not.	11	*	Yes. There was another lady out of Belle Fourcha.
2	*	That's fair.	2		That's all I can think of right now.
3	Q		3	0	And during this process with these numerous realtors
4		Mas there any inspection done on the property?	4		involved, any inspection ever completed?
5	•	Never came to berna.	5	A	No.
6	0	What was it listed for?	:6	Q	Now on these walk-throughs with the property, I assume
7	A	At that time it was listed at 950.	7		you would be present, as well?
8	Q	How long was it off the market?	8	A	Yes.
9	*	To the best of my knowledge, I think six months.	. 9	Q	On all of them?
10	Q	And when it was relisted, talking in 2009, what was the	10	A	Yes.
11	20	price?	11	Q	Okay. 2010 the property was taken off the market again
12	λ	I believe it was still 950.	12		during the season, and just so we're clear, the season
13	Q	How long on the second go-around was it listed for?	13		runs June through August?
14	λ	If my memory serves me, that's when we went to taking it	14	A	Yez.
15		off before the season started. So six months.	15	0	And then it's pat back on, correct?
16	0	And after the season, did you put it back on?	16	À	After they're closed up, yes.
17	x	I would have to look in my notes. I know there was a	17	Q	So in 2010 off-season, meaning September, back on the
18		time that we kept it off for a year. I just I don't	18		market at what price?
15		remember the actual year for that.	19	y	At that time I believe it would probably be the 859.
	Q	Okay. So let's say you took it off for a year and then	20	0	And how long was it on the warket?
20		relisted it again in 2010, correct?	21	λ	Until April.
		Possibly.	22	0	Bryan, you originally listed this in 2007. I assume
21	λ				
21 22	A Q	And do you remember the listing price?	23		that you were part of any financials that were completed
20 21 22 23 24	- 264	사람이 많은 것 같은 것은 것 같아요. 것이 안 집에 가지 않는 것은 것이 가지 않는 것이 같다.	23 24		that you were part of any financials that were completed on the property and the business?

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1	λ	I was given the financials by Mr. Grim.	1		Page 2 that. That wasn't just 2010. That would be people that
2	Q	(By Mr. Beardsley:) So the financials were provided to	2		I have shown that I remember during the period of when I
3	3	you each time it was listed, correct?	3		listed until when it was sold.
4		MR. BRIANDSOR: Objection, form.	4	0	During the ten-year period
5	۸	They were not given to me immediately upon listing,	5	2	Cornect.
6		because they weren't completed at that time.	6	0	Got to let me finish. The ten-year period it's been on
7	0	(By Nr. Beardsley:) So since 2007, at least, financials	7	×	and off the market?
8	×	have been recorded and kept by either Grian or you?		Å	Yes.
9		NR. EMINDON: Chjection, form. And just for the	1.3	0	And this most recent time that it was on the market that
10		purpose of your deposition, J'll object to the term	9	Ŷ	
		이 거든 것 같은 것은 것 같은 것 것 같은 것 같은 것 같은 것 같은 것 같	10		we're discussing right now, any offers to purchase?
11		"financials". If I can have a standing objection to	11	A	From the Realingtons?
12		that	12	Q	No. From any protective buyer that may have had
13		MR. BEARDSLEY: Sure.	13	Į.,	interest in the property.
4	33	MR. HELDENDON: then I won't interrupt you.	14	A	I don't recall during the exact year, no.
15	Α.	Sıy agıin.	15	0	Any inspections?
16		MR. HEMRISLEY: Read it, back for him.	16	x	No.
17		(The previous question was read back by the court	17	Q	It was off the market in 2011 during the season, and
B		reporter.)	18		then back on again; connect?
19	λ	By Mr. Grime.	19	λ	Yes.
20	Q	(By Mr. Reandakey:) And I suppose we could be more	20	Q	Still at 8997
21		specific. The income and expense reports that were	21	λ	Yes.
22		provided, is that what we're talking about here?	22	0	Just for clarification, \$899,000?
13	λ	Yes.	23	λ	Yea.
M	Q	Did Keith and you have separate income and expense	24	9	And during this time period, it's on the market for
25		documents for each year?	25		six months; is that right?
ų.	- 20	Page 23		22	Page 2
1	•	No. How would that work?	1	A	If I remember correctly, yes.
2	8	2000 GC (42) 403 - 3033	2	0	And did you show the property during this time?
3	¥	How would what work?	3	A	Yag.
4	0	May didn't you have expense reports for each year?	1	Q	My inspections?
5	- 35	Wouldn't each year be different?	5	A	Мо.
6	x	Hs provided me with the yeah, with the year. I'm	6	0	May offers to purchase?
7		not I don't understand what you're saying.	7	٨	There could have been. I just can't remember the years.
8	0	Sure. So each season Keith would compile the income and	8	0	At this particular time was it listed or acceptable to
9		expense documents and provide then to you in an effort.	9		purchase on a contract for deed?
0		to sell the property; is that accurate?	10	λ	I know that Mr. Grim changed his mind about doing the
1	X.	Yes.	11		contract for deed. I just don't know what year that
2	Q	Okay. Where are we at here?	12		way.
3		After the 2010 season it's back on the market.	13	Q	But your notes would reflect that, correct?
4		How long was it on the market?	14	A	Yee, air.
	λ	Again, if my memory serves me, it went until April.	15	Q	Oksy. So roughly May of '11 it's taken off the market
5	•		10		again through August of '11, and then put back on the
	ò	During this time, any interest in the property?	16		
6	10	During this time, any interest in the property? Yeeh, I showed it every year.	17		narket?
6 7	Q		233	٨	narket? I know there was a couple years in there we didn't list
.6 7 .8	0 A	Yesh, I showed it every year.	17	٨	
.6 .7 .8	0 A Q	Yesh, I showed it every year. How many times did you show it?	17 18	A	I know there was a couple years in there we didn't list
.6 .7 .8 .9	0 2 2 2	Yeeh. I showed it every year. How many times did you show it? I don't know.	17 18 19	л 0	I know there was a couple years in there we didn't list it again until later. I just I don't remember the exact
6 7 8 9	0 A 0 A 0	Yeeh, I showed it every year. How many times did you show it? I don't know. Yen? Nowe than ten?	17 18 19 20	л Q	I know there was a couple years in there we didn't list it again until later. I just I don't remember the exact Sume. But, generally speaking, from 2007 to 2017 it was
.6 7 .8 9 10	0 A 0 A 0 A	Yeeh. I showed it every year. How many times did you show it? I don't know. Yem? Nore than tem? I couldn't even give you a good guesstimate.	17 18 19 20 21	л 0 л	I know there was a couple years in there we didn't list it again until later. I just I don't remember the exact Sume. But, generally speaking, from 2007 to 2017 it was
15 16 17 18 19 20 21 22 23 24	0 A 0 A 0 A	Yeeh, I showed it every year. How many times did you show it? I don't know. Yen? Nome than ten? I couldn't even give you a good geeestimate. How many realtons were involved in showing it to their	17 18 19 20 21 22	Q	I know there was a couple years in there we didn't list it again until later. I just I don't remember the exact Sume. But, generally speaking, from 2007 to 2017 it was put on the machent and taken off purewant to the reason?

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1	٨	Page 26 Either a listing or an addendum.	1	Q	Page 2 In 2012 what was the price on the property?
2	0	And you created the listing addendum each time?	2		899.
3	٨	Yes.	3	0	2013 what was the price?
4	0	And how do you go about doing that?	4	A	839.
5	λ	We use an Exclusive Listing Agreement.	5	0	Did it stay at 899 from 2014, 2015, 2016, and 2017?
6	0	And when you create the listing, and we'll get to it	6	1.5	Yes.
7	2	later, you have to be familiar with the property?	7	0	And did the listing change over those years?
		MR. ERLANDEGN: Objection, form.	4	1	Change as how?
	x	Pamiliar, as in what?	9	0	The content of the listing. Now it was put together.
10	0	(By Nr. Deardaley:) What the property estails, the	10	Å	If Neith added anything, cabins, or if he did any
11		condition of the property? I mean, how do you create a	11		updates, that was probably put on there.
12		listing if you're not familiar with the property?	1000	0	But you have access to every listing that was posted
13	A	I know the acres, description of the business.	13		from the time you started trying to sell the property;
14	ô	Prior to the sale of the property in Nay of '17, given	14		is that right?
15	۰.	the fact that it was listed by you for the prior	15	λ	My listing my Exclusive Listing Agreement?
16		10 years, how many times would you may you've walked	16	0	No, the listing of the property that somehody would look
17		through the property?	19	. 8	at that would describe the buildings and the campaite
18		I do not know.	18		and pictures, things of that nature.
19	*	1 do mas miller. 582	19	λ	Tes.
	Q		20	^	(Exhibit 1 marked for identification.)
20	*	I don't know.) Well, I mean, you show the property five times for	1.1		
21	Q		21	0	Could you take a look at that, Bryan? (Couplied.)
22		10 years, and it's on and off the market each year. In	22		
23		50 a fair estimate of how many times you've walked that	1.5	Q	And is that the Purchase Agreement for the property that
24	s.	property?	24 25	1	we're talking about today? Yes.
25	۸	I just couldn't tell you.	-	^	100
11	0	Page 27 Note than 307	1	0	Page 2 And this Purchase Agreement indicates that the purchase
2	x	I'll go with 30.	2		price was \$199,000?
3	0	Okay. I think your prior testimony was that when you	0.65	A	Yes.
4	×	show the property, you're present at the time?	4	0	And the finance and the purchase is by means of contract
5	λ	Yes.	5	×	for deed with the seller, correct?
6	ô	So if we have documentation of how many times you showed	6	λ	Yes.
2	Ŷ	the property, that would indicate how many times you	7	0	This agreement was signed on April 27, 20172
8		walked through the property, as well?	8	λ	Yes, by Mr. Berington. Yes.
9		Bay again.	9	~	And closing on or before May 15, 2017; correct?
22	A	이 방투 관계 가장 있는 것 같아요. 것 같은 것은 것 같은 것 같은 것 같은 것 같아요. 같아요. 것 같아요. 같이 나는 것 같아요. 것	3.52	A	Yes.
10	0	If your file indicates how many times the property has been shown in the last 10 years, that would be	10	6.6	Mat was the specific date of closing?
11		reflective of how many times you actually walked the	11	0	I believe it was the 12th.
12			12	A	- 17 (1997) 1997 (1997) 1997 (1997) 1997 (1997) 1997 (1997) 1997 (1997) 1997 (1997) 1997 (1997) 1997 (1997) 1997
13	1	property when you showed it; connect?	33	0	I've seen the 12th and I've seen the 13th. That's why I
14	A	I did not keep track of when I showed the property.	14	1	asked it.
15	Q	You have no notation of when it was shown?	15	A	(Viewing call phone.)
16	٨	No.	16		MR. EHANDOON: If you don't remember, you don't
17	0	Do you keep a calendar?	17		remember. That's fine. Tell him.
18	λ	Yeah.	18	0	(By Mr. Beandeley:) Can you tell ne what you were
19	0	Would it be on your calendar?	19		looking at?
20	λ	I can't tell you for sure if it is or not, no.	20	A	I was looking at my phone.
	0	Is it your practice to put a showing down on your	21	Q	What, on your phone? To tell you when the date of
21		calendar?	22	÷	closing was?
21 22	1				
11 12 13	λ		23	A	I was on my calendar.
21 22 23 24 25	Q	It's either on a note, like a sticky note Or a calendar? Do you keep a calendar at all? Yee.	23 24 25	A Q A	I was on my calendar. It was either the 12th or the 13th, right? The 12th.

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1	0	Page 30 12th.	1	0	Page 3 That's it?
3		And you drafted this document?	2	Å	Yes.
3	λ	Yes.	1	0	Well, doesn't it also mean that you may not knowingly
	0	Did anyone review this document prior to the execution?	1	1	say anything or do anything which night place one party
5	Å	No.	5		at a disadvantage?
6	0	During the negotiations prior to closing, were there any	6	A	Yea.
7	×	changes made to the Purchase Agreement?	7	0	And that you may not represent the interests of either
8	X	No.	1	×	the seller, Keith Grimm; or my clients, the Rewingtons,
9	•	(Ebhibit 2 marked for identification.)	3		to the detriment of the other party?
10	~	This is an Agency Agreement Addendum, correct?	10		Yes.
11	0 A	Yes.	11	0	So it's more than just doing what they asked you to do,
12	0	And the date of this document is April 27, 2017;	12	×	isn't it?
	¥.		11		
13	40	correct?	12.5	65.	No. It's not.
14	A	Yes,	14	0	
15	8	And is that your signature at the bottom of the page?	15		So according to your understanding of your duty to
16	À	Yes.	16		loyalty, you don't think that includes the duty to
17	Q	Indicating that you signed this document on April 27,	17		advise your clients?
18	270	2017, at 10 a.m.; right?	18	*	No.
19	A	Yes.	19	Q	You agree that you're bound to inform each party of all
20	Q	What's the purpose of this document?	21		facts which would affect the parties' decision to
21	x	It is to explain the agency that I was representing, and	21		purchase the property?
22		since I represented the seller and the buyer, I needed	22		MR. HELANDSON: Objection, form.
23		to explain what I could do.	23	٨	No.
24	Q	In addition to explaining to your clients, you	24	Q	(By Mr. Beardaley:) I'd like you to take a look at
25		understand by signing this you are also bound by the	25		Section 3 on Bohibit 2, and I want you to read the
33		Page 31		-	Page 3
1		tems set forth in this document?	1		second sentence of Subsection C into the record, please.
3	٨	Yes.	12	λ	The broker is obligated to inform each party of all
3	Q	And you understand that you owe the Bendagtons duties of	3		facts the broker knows which would affect the party's
4		loyalty?	4		decision to pecalt the broker to represent both the
5		MR. ERLANDOON: Objection, form.	5		owner and the buyer.
6	Q	(By Mr. Beardsley:) You can answer.	6	Q	So you would agree with re that as the real estate agent
7	x	Yeo.	1		for the Remingtons you have an obligation to disclose
8	Q	That you owe the Beningtons duties of chedience?	8		all known material facts about the property which could
9		MR. EMIANDSON: Objection, form.	9		affect the buyer's use or enjoyment of the property?
10	λ	Yes.	10	A	18o
11	Q	(By Mr. Beardsley:) Disclosure?	ĝ1	0	I want you to go down to Agent Obligations on that
12	A	Yes.	12		Exhibit 2 and please read the first sentence.
в	Q	Confidentiality?	13	λ	Regardless of representation, the broker shall disclose
14	λ	Yes.	14		all known material facts shout the property which could
15	0	Reasonable care and diligence?	15		affect the buyer's/tenent's use or enjoyment of the
16	λ	Yes.	16		property, disclose information which could have material
17	Q	And full accounting?	17		impast on either party's ability to fulfill their
18	A	Yes.	18		obligations under the purchase/lease agreement, respond
19	Q	In fact, by signing this you agreed to those duties,	19		honestly and accurately to questions concerning the
20		didn't you?	20		property and to deal homestly and fairly with all
21		MR. ERLANDSCH: Objection, form.	21		parties.
	λ	Yes.	22	Q	And you were the agent on this document, correct?
	~		1.00	100	20030
22	Q	(By Mr. Beardsley:) What do those mean to you?	23	A	Yes.
22 23 24		(By Mr. Heardsley:) What do those mean to you? As representing them, that means that I am to do what	23	Q	Yes. And it says, Agent Obligations; that's what you just

_			-		243
1	λ	Page 34 Yes,		Q	Page 3 (By Mr. Beardsley:) Well, at times you represent huyers
2	Q	Are you testifying here today that those are not your	2		exclusively; correct?
3		obligations?	3	λ	Yes.
4	A	I did what the Remingtons asked me to do.	4	0	And at times you represent sellers exclusively?
5	0	So just so I'm clear, it's your testimony here today.	5	٨	Yest.
6		that your obligations were only to do what the	6	.0	So when you represent a buyer, you're telling me you
7		Readingtons asked you to and have nothing to do with	7		can't explain what examples could affect their use or
6		what's stated in this document?	8		enjoyment of the property that they've purchased?
9		MR. HELINDSON: Objection, form.	9	A	I'm not sure I can answer that, no.
10	x	This is what they asked me to do. I did as they	10	Q	Well, would mold affect a buyer's use and enjoyment of a
11		requested.	11		property?
12	Q	(By Mr. Beardeley:) And, Bryan, you understand that by	12	X	I don't know that.
13		signing this you agreed to follow the terms of	13	0	Would you purchase a house that had wold in it?
14		Exhibit 2; correct?	14	A	That's what you have inspections for,
15		NR. BRIJNDSON: Objection, form; asked and	15	0	That's not my question. Would you purchase a house that
16		answered.	16		had mold in it?
17	λ	I did what they asked me to do.	17	λ	Possibly.
18	0	(By Mr. Reardsley:) So you're testifying here today	18	0	You understand that mold can be hazardous, correct?
19	23	that you did not agree to follow the duties set forth on	19	A	Hold can also be renedied.
20		Schibit 2, correct?	20	0	You understand that wold can be hazardous, correct?
21	٨	I did what they asked me to do.	21	٨	I also know it can be remedied.
22	0	And, Bryan, if you did not disclose all known material	22	0	Please answer my question. Do you understand, "yes" or
23	^	facts to your clients, that would be a breach of your	23		"no", that nold can be kazardous?
24		obligation as a real estate agent; correct?	24	λ	Could it be? Yes.
25		NR. BRIANDSON: Objection, form,	25	0	And it can be costly to remedy?
	85	Page 35			Page 3'
1	*	I did what the Ramingtons asked me to do.	1.54	A	I do not know that.
2	Q	(By Mr. Beardaley:) I know you've said that about four		Q	And would you agree with ne that the presence of sold
3		times. I'm asking you if you don't disclose known	1		could affect a purchaser's use or enjoyment of a
4		waterial facts to your clients, that is a breach of your	4		particular property?
5		professional obligations, "yes" or "no"?	5	*	I do not know that.
6	x	No.'	6	Q	How about having part of a building or a structure in
7	0	No?	7		the right-of-way? Could that affect a buyer's use and
٩.	٨	No.'	8		enjoyment of the property?
9	0	Now long have you been a real estate agent?	9	λ	I don't know that.
10	λ	Since 2005, February.	10	0	Well, you understand that having a structure in the
11	Q	How many transactions have you been a part of?	11		right-of-way is a violation of the federal regulation?
12	λ.	Off the top of my head, I don't know.	12		You understand that, right?
13	0	Thousands?	13	¥	I'm unaware of that.
14	x	No.	14	0	Are you aware that if you have a structure in the
15	0	Bunchrodia?	15		right-of-way that it needs to be removed?
16	x	2 to 300.	16	x	I'm unaware of that.
17	Q	Would you consider yourself an experienced real estate	17	0	Okay. And if you're required by law to remove a portion
8		agent?	28		of a structure, that would be costly, wouldn't it?
19	λ	Yes.	19	λ	I am also unaware of that.
20	0	Give we some examples of what could affect a buyer's use	20	٥	You worked construction before you were a Realtor,
21		or enjoyment of a property?	21		right?
12		MR. HRLANDSON: Objection, form. When it's	22	λ	As a laborer, yes.
		convenient for you, could we take a little break?	23	Q	And you were an accountant?
23		노가에는 것이 같은 것이 같은 것이 같이 있다. 것이 같은 것이 같은 것이 같이 많이 있다. 것이 집에 있다.	128		[1] S. ONDERSE CONTRACT STRUCTURE AND ADDRESS 1
23 24		MR. BENEDSLEY: Sure, after he answers this.	24	A	Tos.

-	_		_	_	30
1	x	Page 38 Yes.	1	ം	Page 4 Do you want to change your testimony with regard to
2	0	And your testimony is that you're unaware that removing	2		whether mold would affect the use and enjoyment of
3	۰,	a portion of a structure is costly or not?	3		property?
4	A.	I'm unsware of it.	4	λ	Yes.
5	0	And could having a building or structure in the	5	0	Yes, you do?
6	*	right-of-way affect a boyer's use or enjoyment of the	6	Å	(Noddad.)
7		property?	7	0	And your testinony is that it would?
8	٨	I an unaware of that.	8	Å	Yes.
9	0	If you purchased a property, Bryan, and the State	9	0	Similarly, would you like to change your testimony in
10	×	required you to take a portion of that property and tear	10	*	regards to whether having a structure in the
11		it down, would that affect your use of your property?	n		right-of-way would affect the use and enjoyment of the
12		I have not experienced that, no.	12		property?
	A	전 1917년 1월 1927년 7월 293년 27일 전망가 가장한 김 동안을 받아 있는 것은 것이 같았다.	22.0	A	Yes.
13	Q	Sure. Hypothetically, if the State required you to	13	33	
14		remove a portion of your structure, let's just say it's	14	0	And shat's your testimony to that?
15		a deck, you can't use your deck ammone, would that	15	A	It would.
16		affect the use and enjoyment of your property?	16	0	Rohibit 2 that we've been talking about indicates that
17	λ	I an unaware of that.	17		you must disclose information which could have a
18		MR. ERLANDSON: Good time?	18		material impact on either party's ability to fulfill
19		MR. HKAHOSLEY: Yeah.	19		obligations under the Nurchase Agreement; do you see
80		(A recess was taken at this time, 11:25 a.m.	20		chat?
83		The deposition resumed at 11:37 a.m.	21	λ	Yes.
12		Mrs. Remington was not present at this time.]	22	Q	Can you tell me what that means to you?
n	Q	(By Mr. Beardsley:) Okay. Bryan, we're talking about	23	A	Say again, please?
м		Bohibit 2 and I was asking you questions about a buyer's	24	0	Could you just tell ne what that means to you.
25		use or enjoyment of the property and an agent's	25	A	What's the whole thing? Can you repeat that again,
2		Page 39			Page 4
1		obligation to disclose known material facts. And we	1		please?
2		were going through some examples, and I believe we left	2	15	Sure.
3		off with having a structure in the right-of-way. Do you	101	A	The whole sentence there?
4		recall those questions?	4	0	Yeah, that you must, as an agent, disclose information
5	x	Yes.	5		which could have a material impact on a party's ability
6	Ő.	Have you ever previously dealt with a transaction where	6		to fulfill obligations under the Purchase Agreement.
7		your client is the seller or the seller's property or	7	A	Yea.
8		structure was in the right-of-way?	8	0	Gkay. Can you explain to me what that means?
9	¥.	I have not.	9	A	If there were items that needed to be disclosed, they
0	0	And it's your testimony today that you don't know if	10		would need to be disclosed.
1		that would affect a boyer's use and enjoyment of the	11	Q	Such as?
2		property?	12	A	I don't know.
3	8	Yes, I did.	13	Q	Well, I mean, you know this business better than all of
4	0	If the property contains bridges and one of the bridges	14		us sitting here. What are some items that need to be
5		is faulty and a whicle falls through, would that affect	15		disclosed by a seller?
6		the use and enjoyment of the property by a buyer?	16	A	If the water heater was leaking, that would need to be
7	x	Yes.	17		disclosed.
8	Q	And if structures on the property are not in compliance	18	Q	Okay. Structural defects?
9		with code, would that affect the use and enjoyment of	19	*	Yes.
0		the property?	20	0	Water damage?
1	٨	Yes.	21	A	Yea.
2	0	If a seller provides misleading or inaccurate financial	22	0	Code violations?
	82,	statesents, would that affect the use and enjoyvent of	23	A	Yes.
		이 같은 것 같은 것은 것은 것은 것은 것 같은 것 같은 것 같은 것 같	3.58	- 22	
13		the property?	24	0	Whether or not a property floods on a yearly hasia?

					9.49
1		Page 42 (Bhibit 3 marked for identification.)	1		Page 4 Purchase Agreement, and I assume this is an addendum
ż	Q.	Okay. Exhibit 3 is Bayers Agency Agreement; do you see	2		that pertains to the Wild Bill's transaction; correct?
3		that?	3	à	Yes.
4	A	Yes.	4	0	And the only modification, it seems, is to change the
5	0	That Bayers Agency Agreement pertains to this lawsuit	5		wording of "Contract for Deed" to "Norbgage" in Parchase
6		and sale of Wild Bill's, correct?	6		Agreement and Addends #1?
7	x	Yes.	1	A	Yep.
8	Q	And what is the purpose of this form?	8	0	Was that ever done?
9	x	This is to give to the client that says that they are	.9		No.
10		going to work with me on this transaction.	10	Q	And I just I need to clarify this.
11	0	And it incorporates your work from the Purchase	11		(Exhibit 5 marked for identification.)
12		Agreement through the end of the transaction, correct?	12	Q	And in Exhibit 5 there it says, Addenda #1. I presume
13	٨	Yes.	13		that that's what was referenced in Exhibit 4?
14		iNrs. Resington entered the deposition room at	14	A	Yes.
15		this time.)	15	0	Okay. And you testified that the wording was not
16	0	And on this there's a handwritten note that says, To be	16		changed, and under Musber B it says Contract for Deed
17		paid by seller. I assume that's your handwriting?	17		instead of Wortgage?
18	λ	Yes.	18	λ	Right. This it was not changed.
19	0	And it was just the agreement that Grimm was going to	19	0	Oway. Can you just clear this up for the record and
20		ραγ γου?	20		explain why there was this addendum indicating a charge
21	λ	Yes.	21		and then there was not a change?
22	0	And them at the bottom there, you signed this? That's	22	λ	This was a request by Brian Hagg, who prepared the
23		your signature?	23		contract for deed, when he called up and said he wanted
24	λ	Yes.	24		it to be a mortgage, but then changed his mind and said
25	Q	And there's not a date. Can we assume it was signed by	25		leave it as contract for deed. So that's why I never
10		Paga 43			Page 4
1		you on April 27, 20177	1	÷.,	had Mr. Grimm's signature on here.
2	A	Yez.	2	0	Okay. So Brian Hagy drafted the Contract for Deed?
3	Q	All right. Now, up at the top, Bryan, in that first	3	*	Yest.
4		paragraph, the last sentence indicates the broker and	4	0	And represented Grinn?
5		buyer, as parties to this agreement, agree that a party	5	A	Yes.
6		in breach of any of the covenants, providers, or	6	0	Okay. So when you listed the property the last time
7		obligations arising under this contract shall be liable	7		that you listed wild Bill's, did the listing indicate
8		and responsible for attorney's fee and costs that may	8	1	that it would be sold as a Contract for Deed?
9		result from enforcement thereof as against the party in	9	٥.	It was one of the options.
0	1	breach. Do you see that?	10	Q	And then apparently Grimt changed his mind and then
11	x	Yes.	11		changed it back. If Mr. Hagg requested that it be
12	Q	And by executing this document, you agreed to that	12		changed to a mortgage, I don't understand why he would
13	1	provision?	23		do that if Grism didn't indicate he didn't want to do it
14	λ	Yes.	14	-	on a Contract for Deed anymere,
5		NR. ERIANDSON: Just for the zecond, Milor, all the	15	x	No, that's Mr. Hagg called me up and asked me to
16		highlighting that's been done in Exhibits 2 and 3, that was your office; correct?	16		change it to a mortgage, but then he called me back and
		· · · · · · · · · · · · · · · · · · ·	-2.2	2	said it would be fine being left as a Contract for Deed.
8		NR. BEANDGLEY: Yeah.	18	0	Okay.
10		NR. ERLANDSCH: Chary. NR. BRIDNETRY. I just worked to woke it aleaner	19	A	That was Mr. Hegg. But other from housest did the three hous in this
		MR. BEADDELEY: I just vanted to wake it clearer for the witness.	20	0	What other involvement did Mr. Hagg have in this
12		MR. EXEMPTION: Sure,	21		transaction, if you know? I do pot.
12	0	(By Mr. Beardsley:) Okay.	188	À	The second s
LS M	Q	(Schibit 4 marked for identification.)	23	Q	So this document marked as Exhibit 4, this doesn't mean authined. This was not next of the transmission
			10.		anything? This was not part of the transaction? It was pour computed between I pour had foith follow
25	10.00	Bryan, ve've marked as Ruhibit 4 Addendum/Amendment to	25	A	It was never executed because I never had Keith Gris

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1		Page 46 sign it.	1		Page 4 MR. EMINUSON: Objection, form. Just for the
2	0	Okay.	1		record, you're reciting basically a statute for him. If
3	A	Because Nagy called me back and asked me to keep it as	1		you want to show him the statute, the disclosure form in
4		Contract for Deed.	4		a statute and it would probably be helpful for him to
5	0	Sure. And through your business as a Realtor you're	5		look at it.
\$	8	familiar with a Seller's Property Condition Disclosure	6	0	(By Mr. Beardsley:) Would you like to see it?
7		Statement?	1		Bure.
8	Å	Yes.	8	0	dicay.
9	0	What is the purpose of a Property Condition Disclosure	9	ँ	NR. EELANDSON: Just because you're asking him
10	8	Statement?	20		what's in the statute, I don't expect him to know that
11	Å	In selling a residence, the seller is required to	n		by heart, so
12	٠	complete the seller disclosure.	32		MR. BEARDSLEY: Sure. I thought he'd be familiar
13	~	Sure. I understand that. What's the purpose of doing	13		with it, but he can look at it.
	0	Setting Teacher and the set of the setting and setting set of the set of t	14		This is not the one we use in our association.
14		that?	10.00	<u>^</u>	생김 방법의 정권은 영상은 아이는 것이야지는 것은 것이라.
15	¥	For them to answer trathful and honestly if there are	15	Q	(By Mr. Beardsley:) It has a similar content, I
15		any problems or no problems with the property.	36		helieve. Well, you can tell re then, if you don't use
17	Q	And why would the seller be obligated to do such a	17		it and say it's not included. Would past or present
18		thing?	18		damage to the property, in your experience in
19		MR. ERLANDSCH: Cojection, form.	19		representing a buyer or a seller, be disclosed in a
20	¥.	Why would the seller be when it's a residence? λ	20	12	proper disclosure form?
21		residence they are required to do a seller disclosure.	21	11	Yes.
22	Q	(By Mc. Reardsley:) And that's to inform any	22	Q	So even if sold can be remedied in a property, you still
23		prospective buyers of issues with the residence?	23		have to disclose that?
26	λ	Correct.	24	λ	Tes,
25	0	And this disclosure statement requires disclosure of any	25	0	Use of a manp pump?
1		Page 47	1.	1	Page 4
4		problems with 1st lines or boundaries, correct?	1.50	A	I'm not sure if that is on here, but sump pump, if it's
2	λ	Yes.	2		operational, yes.
3	Q	And you'd agree with me that having a portion of a	3	0	And, in fact, there's a catchall section that requires
4		structure in the right-of-way would be a problem with	4		disclosure of any other saterial fact or problem that
5		lot lines or houndaries?	5		may not appear specifically on that form; you understand
6	x	Yee.	6		that?
7	Q	It also requires disclosure of pending roning/building	7	λ	Tes.
8		code restrictive covenant violation notices that could	8	Q	And as you are aware, these disclosures are required by
9		affect the property?	9		South Dakota law, but they're also important in the real
10	x	Yes.	10		estate industry; aren't they?
	0	And that would include violations for fire pit	. 4.5		an Distantional chief and from
11	-	who char would merade anotacious for title br	11		NR. ERLANDSON: Objection, form.
		regulations?	12	A	Tes.
12	λ	•	1372.5	A Q	
12 13	λ	regulations?	12		Yes.
12 13 14	A 0	regulations? I don't recall that being on the seller disclosure, but	12 13		Yes. (By Mr. Heardsley:) And they need to be taken
12 13 14 15	- 73V - 22V	regulations? I don't recall that being on the seller disclosure, but if it is, yes.	12 13 14	Q	Yes. (By Mr. Heardsley:) And they need to be taken seriously?
12 13 14 15 16	- 73V - 22V	regulations? I don't recall that being on the seller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if	12 13 14 15	Q A	Yes. (By Mr. Heardsley:) And they need to be taken seriously? Yes.
12 13 14 15 16 17	- 73V - 22V	regulations? I don't recall that being on the meller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if zoning or building code or restrictive covenants, a five	12 13 14 15 16	Q A	Yes. (By Mr. Heardsley:) And they need to be taken sericusly? Yes. And if a seller fails to disclose specific issues or
12 13 14 15 16 17 18	0	regulations? I don't recall that being on the meller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if zoning or building code or restrictive covenants, a fire pit regulation could fall within that?	12 13 14 15 16 17	Q A	Yes. (By Mr. Heardsley:) And they need to be taken seriously? Yes. And if a seller fails to disclose specific issues or problems with a property, that can adversely affect a
12 13 14 15 16 17 18	0 A	regulations? I don't recall that being on the seller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if zoning or building code or restrictive covenants, a fire pit regulation could fall within that? Yes.	12 13 14 15 16 17 18	Q A Q	Yes. (By Mr. Heardsley:) And they need to be taken seriously? Yes. And if a seller fails to disclose specific issues or problems with a property, that can adversely affect a prospective buyer's decision to purchase the property?
12 13 14 15 16 17 18 19 20	0 A 0	regulations? I don't recall that being on the meller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if zoning or building code or restrictive covenants, a fire pit regulation could fail within that? Yes. The location of a property near a floodplain? Yes.	12 13 14 15 16 17 18 19	Q A Q	Yes. (By Mr. Heardsley:) And they need to be taken seriously? Yes. And if a seller fails to disclose specific issues or publems with a property, that can adversely affect a prospective buyer's decision to purchase the property? When purchasing a residential property, yes. (Ebhibit 6 marked for identification.)
12 13 14 15 16 17 18 19 20 21	Q A Q A	regulations? I don't recall that being on the meller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if zoning or building code or restrictive covenants, a five pit regulation could fall within that? Yes. The location of a property near a Eloodplain?	12 13 14 15 16 17 18 19 20	0 A Q A	Yes. (By Mr. Beardsley:) And they need to be taken seriously? Yes. And if a seller fails to disclose specific issues or problems with a property, that can adversely affect a prospective buyer's decision to purchase the property? When purchasing a residential property, yes. (Exhibit 6 marked for identification.) Okay. Marked as Exhibit 6 is the listing for Wild
12 13 14 15 16 17 18 20 21 22	0 A 0 A 0 A 0 A 0	regulations? I don't recall that being on the seller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if zoning or building code or restrictive covenants, a fire pit regulation could fall within that? Yes. The location of a property near a Elocdplain? Yes. Mater penetration? Yes.	12 13 14 15 16 17 18 19 20 21 22	0 A Q A Q	Yes. (By Mr. Heardsley:) And they need to be taken sericusly? Yes. And if a seller fails to disclose specific issues or puchless with a property, that can adversely affect a prospective buyer's decision to purchase the property? When purchasing a residential property, yes. (Exhibit 6 marked for identification.) Okay. Marked as Exhibit 6 is the listing for Wild Bill's Carpground, Saloon a Grill; correct?
11 12 13 14 15 16 17 18 19 20 21 22 23 24	0 A 0 A 0	regulations? I den't recall that being on the seller disclosure, but if it is, yes. Well, I'm just I'm wondering, in your opinion, if zoning or building code or restrictive covenants, a five pit regulation could fall within that? Yes. The location of a property near a Elocdplain? Yes. Mater penetration?	12 13 14 15 16 17 18 19 20 21	0 A Q A	Yes. (By Mr. Beardsley:) And they need to be taken seriously? Yes. And if a seller fails to disclose specific issues or problems with a property, that can adversely affect a prospective buyer's decision to purchase the property? When purchasing a residential property, yes. (Exhibit 6 marked for identification.) Okay. Marked as Exhibit 6 is the listing for Wild

			a		505
1	λ	Page 50 Yes.	1		Page 5 honestly
2	0	And I'd like you just to look through it quickly to make	2	0	I'm sorry. You'we got to let me finish, okay?
3		sure that it's complete and accurate,	3	A	Yeah.
4	λ	(Complied.) Yes.	4	0	So you were aware that prior to the sale that there was
5	0	So the listings used in the previous 10 years, would	5	27	a person living in the living quarters, as described
6	89	they have looked similar to this Exhibit Number 6?	6		under the Description of Property of Rshibit 6; correct?
7	٨	Yes.	1		I know he was leasing the restaurant and bar. Do I know
8	0	And do you know of any material changes to the listing	8	,e	that he stayed there? I do not. I never seen it.
9		over that time?		0	But I thought you just testified you were aware somebody
10		The representation of the alcoping cabine, they were	10	1	was actually living there.
11	- 50	added on during the course of the time that he owned it	11	A	Well, that's what I heard. I don't know personally.
12		so that could have changed. This building for	32	0	But you heard somebody was living there?
13		gatherings, that was added. Whe drive bridge was	13	A	(Nodded.)
14		changed during his time of constship.	14	0	And if there is testimony that screbody was, in fact,
15	0	And I think we've established this, but I just want to	15	~	living in the living quarters, you'd have no reason to
16	×	confirm. You, yourself, Bryan, drafted or put together	16		dispute that?
17		this particular listing?	1.2		
18	X	Tes.	17	A 0	No. Okay. And another term for living quarters would be a
101	- 32		38		way. We another term for fiving quarters would be a "residence," wouldn't it?
19	0	I want you to take a look at Page 2.	19	2	가슴 가지 않는 것 같아요. 그는 것 같아요. 그는 것 같아요.
20	1	(Complied.)	20	A	That is not how I described it, mo.
21	0	Under Description of Property.	21	Q	Well, did the person living in the living quarters
22	A	Okey.	22	22	describe it as their residence?
23	Q	There are a number of things listed under this section	23	A	I don't know.
24		of the page, and around in the middle it says, Living	24	0	Well, how would you define what a residence is?
25		quarters; doesn't it?	25	A	The building that this was in is an income-producing
1		Page 51 Yes.	١.		Page 5
5.	λ	13(6))	12	0	property, so I would not describe this as a residence.
2	Q	What does "living quarters" mean to you?	1.5		That warm't my question, but I'll go there. Do you own
3	*	An area in the building that you can go to sleep in.	3	16	any restal properties?
4	0	So you're advertising it as a place for a human being to	4	A	I do not.
5	- 22	live, right?	5	0	Do you understand that rental properties are income
6	^	Yen.	6	122	producing?
7	0	And, in fact, prior to the sale to the Remingtons	7		Yeo.
8	13	someone did live there, didn't they?	8	Q	And restal properties are also residences?
9	*	I believe so, yes.	9	x	Yes,
10	Q	And his name is Red; is that connect?	10	Q	Okay. So would you define a residence as a dwelling for
n	*	I don't know that.	11		somebody to live in?
12	8	Do you know who lived there?	12	¥	Yes.
13	x	I believe the gentleman who was leasing the restaurant	13	0	I want you to flip to the last page of the listing,
14		was staying there.	14		pleane.
15	0	Okay. And I think that was Brankon Presley, wasn't it?	15	λ	(Complied.)
16	*	I believe so.	16	Q	And, Exyan, this looks like a description of the living
17	0	And didn't Beith have a handyran that also lived in the	17		quarters; correct?
18		building?	18	λ	Yes,
19	x	I don't know.	19	0	And there's a kitchen?
20	Q	But you're aware that prior to sale, at least one person	20	λ	Yes.
		did live there?	21	Q	And the picture indicates there's a dishstaher, a
21	1.0	Tes.	22		kitchen sink, a refrigerator, and a stove in this
	x		1.44		and a sector state of a state and a state
22	Q	In the living quarters that is advertised under	23		particular photo; is that accurate?
21 22 23 24		In the living quarters that is advertised under Description of Property	23	λ	That's a refrigerator there. This is a different room.

					545
1	0	Page 54 Oh, 1 yeah, I'm talking about the photo above the	1	0	Page 5 Have you worked for him that entire time?
2		title 'kitchen in living quarters'. Do you see that	2	Å	No. He sold the MR/MAX shortly after I was moved over
3		photo?	3	÷.	there by him. Asked to come over there by him.
4	λ	Yep.	4	0	Okay. And just refresh my memory. You went to RR/MMX
5	0	And that includes a stove, freezer/refrigerator,	5	1	in what year?
6	*	dishwasher, and a kitchen sink and cabinets	6		2007.
7	λ	Yes.	7	0	And when did Gene sell it over to Yosw?
8	0	in that photo?	8	Å	We sold it to Kelly Howie.
9	Å	Yes.	9	0	What year was that?
10	0	And that's located in the main building on the property?	10	Å	I believe it was 2008.
11	Å	Yes.	11	0	Okay. But it's my understanding Gene is still selling
12	0	And then the next picture over says, Storage & Laundry	12		real estate
13		Room in Living Quarters; do you see that?	13	A	Yes.
14	A	Yes.	14	0	for \$E/WX?
15	0	And I think that's shat you were referring to. There's	15	A	Yes.
16	x	a deep freeze and then a washer and dryer, looks like?	16	0	So you work with Gene?
17	λ	Yes.	17	À	Nork with, yes.
18	0	Okay. Then the third picture says, Office/Bedroom and	18	0	Okay. And Gene is old, like this guy sitting next to
19	×	Pull Bathy do you see that?	19	×	me, so it's safe to say he's been in the real estate
20	A	Yes.	20		business for namy years?
21	0	And all of these photos are taken from the main building	21	A	Yes.
22	×	to describe the living quarters on this property?	22	0	And you'd agree that he's a very respected real estate
23	λ	Yes.	23	۳	agent in this state?
24	0	In addition, this indicates that the basement has three	24	λ	Yes.
25	v	bedrooms, half a bath and a workshop area; is that	25	0	Very knowledgeable?
100	-	Page 55		-10) 100	Page 5
1		right?	1	λ	Yes.
2	λ	Yes.	2	Q	Are you aware that Gene Hensley has testified as an
3	Q	And those are not depicted in photographs on this page,	3		expert in manerous languits?
4		correct?	4	٨	I an not aware.
5	λ	Yes.	5	Q	Would you agree that Gene Hensley is gualified to
6	Q	So on the main building you have a bedroom and full both	6		provide expert opinions regarding Realtor obligations
7		upstairs, correct?	7		and real estate transactions?
8	λ	Yes.	8		NR. ERLANDSON: Hold on. Objection. You're
9	0	A kitchen upstairs?	9		calling for him to make a legal conclusion, and it's
10	A.	Yes.	10		well beyond the scope of this witness.
u	0	A laundry room opstairs?	11	0	(By Mr. Heardsley:) You can answer.
12	λ	Yes.	12		NH. HALANDOON: No, you can't. It's not an
	120	And three bedrooms and a half bath in the basement.	13		appropriate question.
	0	FOR CHECE DOLLOWS HIM & MALL MELT IN CHE DOUBLEL,			MR. BEARDELEY: Then I'll certify the question.
13	0	right?	14		int, descubler, show I is clearly the question.
13 14	0 A		14 15		NR. EXLANDSON: Go abead.
13 14 15	- 39	right?	12.20	Q	and water the second
13 14 15 16		right? Yee.	15	Q	MR. EULANDSON: Go aboad.
13 14 15 16 17		right? Yes. And do you know if Keith periodically stayed in the	15 16	Q	NR. ENLANDSON: Go aboad. (By Mr. Beardsley:) So just so I'm clear, I asked you
13 14 15 16 17 18	A 0	right? Yes. And do you know if Keith periodically stayed in the living quarters?	15 16 17	Q	NR. EXLANDSON: Go aboad. (By Mr. Beardsley:) So just so I'm clear, I asked you if you have an opinion regarding whether Gene is
13 14 15 16 17 18	A 0 A	right? Yes. And do you know if Keith periodically stayed in the living guarters? Yes.	15 16 17 18	Q	NR. ENLANDSON: Go aboad. (By Mr. Beardsley:) So just so I'm clear, I asked you if you have an opinion regarding whether Gene is qualified to give an expert opinion regarding real estate transactions and Realtor obligations, and you're
13 14 15 16 19 19	х 0 х 0	right? Yes. And do you know if Neith periodically stayed in the living guarters? Yes. He did?	15 16 17 18 19	Q	NR. ENLANDSON: Go aboad. (By Mr. Beardsley:) So just so I'm clear, I asked you if you have an opinion regarding whether Gene is qualified to give an expert opinion regarding real estate transactions and Realtor obligations, and you're
13 14 15 16 17 18 19 20	A 0 A 0 A	right? Yes. And do you know if Neith periodically stayed in the living quarters? Yes. He did? Yes.	15 16 17 18 19 20	Q	NR. ENLANDSON: Go aboad. (By Mr. Beardsley:) So just so I'm clear, I asked you if you have an opinion regarding whether Gene is qualified to give an expert opinion regarding real estate transactions and Realtor obligations, and you're going to follow the advice of counsel and not answer the
13 14 15 16 17 18 19 20 21 22	A 0 A 0 A	right? Yee. And do you know if Keith periodically stayed in the living quarters? Yee. He did? Yee. We'we already established that you know Gene Hensley,	15 16 17 18 19 20 21		NR. ENLANDSON: Go aboad. (By Mr. Beardsley:) So just so I'm clear, I asked you if you have an opinion regarding whether Gene is qualified to give an expert opinion regarding real estate transactions and Realtor obligations, and you're going to follow the advice of counsel and not answer the question; is that correct? Correct.
13 14 15 16 17 18 19 20 21 22 23 24	A 0 A 0	right? Yee. And do you know if Keith periodically stayed in the living guarters? Yee. He did? Yee. We'we already established that you know Gene Hensley, correct?	15 16 17 18 19 20 21 22	x	NR. ENLANDSON: Go aboad. (By Mr. Beardsley:) So just so I'm clear, I asked you if you have an opinion regarding whether Gene is qualified to give an expert opinion regarding real estate transactions and Realtor obligations, and you're going to follow the advice of counsel and not answer the question; is that correct?

1	_		-	_	50110
1	0	Page 58 Have you ever been retained to provide expert opinions?	1	٨	Page 6 Yes.
2	A	Once.	2	Q	Has the case tried to a jury or a court or was it.
3	0	Gray. Tell me about that.	3		settled out of court?
4	λ	It was well, I'm not gure if I can discuss it, to be	4	A	I don't feel confortable answering.
5		honeat with you.	5		MR. HEARDSLEY: Greg, just as long as we have an
6	0	Well, you don't have to tell me the mames of the parties	6		understanding, we'll keep it open for this purpose, I'm
2	9	just yet; but, in general, why were you retained?	7		fine.
8	٨	To give my opinion on a value of a property.	8		NB. KHLANDGON: Sure.
9	0	bid the lawsuit involve a real estate agent being sued?	9		NR. MXXNEF: Just for clarification, Wike and
10	٨	No.	10		Greg, you said it involved, Bryan, the evaluation of a
11	0	I'm sorry?	11		piece of property?
12	A	No.	12		THE WITTNESS: Yes.
13	Q	What did the lawsuit involve?	13		MR. MOONEY: That was the sole purpose of your
14	λ	I don't want to I don't know if I'm at liberty to	14		retention?
15		28 9 .	15		THE MUTRESS: Yes.
16	0	I think you are.	16		MR. MOONEY: Okay. I just want to make some I
17	٨	No.	17		understood that.
18	0	You can onever.	18	0	(By Mr. Beardsley:) Are you specifically familiar with
15	A	No thank you.	19	10	any of the cases Mr. Gene Hensley has provided expert
20		NR. HEVEDELEY: Counsel?	20		opinions in7
21		NR. ERLANDOON: Let me have a moment to discuss	21	A	No.
22		that with him, if you don't mind.	22	0	Are you familiar with the case of Paha Sapa Adventure,
23		NR. BENRDSLEY: Sure. No problem.	23	10	LLC, versos Havasu Casis Properties, LLC?
24		(Off the record briefly.)	24	8	Not completely, no.
25		NR. ERLANDGON: In the case that there may be a	25	Q	Are you familiar with the sale of the House Thief
	-	Page 59		-	Page 6
1		confidentiality provision to prevent his disclosure, I'd	1	1	Caspground? I an mot.
2		be happy, if we could get a copy, to take a look at it,	2	Å	
3		and if there isn't any such prohibition, then we can	3	0	Do you know where the Horse Thief Campground is?
4		supplement the answer. But if there is, I just he's	1	A	I do.
5		not confortable answering the question.	5	Ŷ	And Horse Thief Campground is pretty similar to Wild Bill's, isn't it?
6		19R. BERADSLEY: I just want to know the nature of	6	32	
2		the lawsuit. I don't want to know the parties. I don't	7	A	Taey're both campgrounds.
8		need to know the outcome. But in terms of any further	8	0	How many campgrounds have you sold as an agent?
9		questione, I'd like to know the nature of the lawauit	9	Å	Pive.
10		and what his opinion included.	10	0	Can you please list them for me?
11		MR. ERLANDSON: And I haven't seen the	11	x	Nost recent was Wild Bill's. And then I sold Whispering
12		confidentiality provision so I can't tell you whether	12		Pines. I helped someone buy that, and then I sold it.
13		even discussing the nature of the suit would be a breach	13		So there's two more. Fort Welikit, and Spokane Creek.
14		for him. Su	16	0	Port Welikit?
15		MR. SEAMDGLEY: Sure. Then I'd just request that	15	A	Yes.
16 17		we keep this deposition open for those purposes. MR. EMINNSON: Sure.	16 17		MR. MODNEY: And you say Spokane Creek? THE WIINESS: Yes.
8	Q	(By Mr. Beardsley:) And I understand you don't feel	18	Q	(By Mr. Beardsley:) Where are the last two located?
19	13	confortable answering that, and Greg and I will review	19	A	Fort Walikit is in Custer, and Spokane Creek is
10		any confidentiality document and go from there; okay?	20		Keystone.
11	A	Yes.	21	0	Do these compgrounds include cabine and RV sites?
22	0	But you have been retained to provide an expert opinion	22	à	Yes.
	24	in at least one case?	23	0	any restaurants or bars on the property?
23			1.2	à	Mnispering Pines had a little food and beer area.
23	A	Tes.	24		windpersity raises may a riccre rood did beer area.

-			<u> </u>		
1	Å	Page 62 Yes.	11	X	Page 6
2	0	Which ones?	2	0	On the four other campgrounds that you have sold, or
3	λ	I believe all of them.	1	÷.	purchased and sold as an agent, all of which had living
4	0	Are you aware that Gene Hensley testified that because	4		quarters on the property, did any of then include a
5		the House Thief Caspground contained living quarters and	5		Property Disclosure Statement?
6		a residential structure, that a Property Disclosure	6	3	No.
7		Statement was required? Are you aware of that?	2	0	Does BE/MAX have any specific policies or guidelines to
22	2		1.5	. 2	halp a broker associate determine when a Property
*	*	No.	8		
9	Q	Do you disagree with Nr. Hensley's expert opinion?	9	<u>ني</u>	Disclosure Statement is required?
10		MR. BRLANDSON: Hold on. We're not going to	10	Å	No.
11		answer questions about what he believes or doesn't	11	0	Okay. We've talked a little bit about one of the
12		believe about Mr. Hensley's potential testimony or	12		structures being in the right-of-way. Are you familiar
13		expert opinions in other cases. You're here to find out	13	1201	with that?
14		facts about what he known about this particular case.	14	A	280.
15		And so I'm just going to object to that line of	15	0	More you aware that Nr. Grimn was contacted numerous
16		questioning. It's irrelevant. It's bordering on	16		times by the South Bakota Department of Transportation
17		harassent and it's outside of the scope of this	17		that part of his structure was, in fact, in the
18		witness,	18		right-at-way?
19		MR. BEANDSLEY: This witness has been an expert	19	λ	No.
20		himself. He's been in the real estate business for	20		(Exhibit 7 marked for identification.)
21		years. I think I can ask him if he agrees with that.	21	0	Before you is Exhibit 7. It's a letter from the
22		MR. BRIANDSON: There's a lot of real estate	22		Department of Transportation to Keith Grimn dated
13		experts out there. You can ask him about if he's going	23		November 9, 2016; correct?
24		to adopt other expert opinions. I'm just it seens	24	A	Yes.
25		like we're going a little hit far off course here.	25	Q	And this was before the sale to the Remingtons?
		Page 63		1	Page 6
1		MR, NOONEY: Can I ask a dunb question? Has Gene	1	λ	Yes.
2		offered an opinion in this case?	2	0	And this letter by the Department of Transportation is
3		MR. EMIANDSON: No. Have you hired Gene?	3		informing Nr. Orimn that a portion of the deck is
4		MR. BEARDGLEY: NO.	4		encroaching the right-of-way by 1.5 feet on the north
5		MR. EKLANDSON: Is he your expert?	5		side of U.S. Highway 385; do you see that?
6		MR. BRARDGLEV: No.	6	A	I do.
7		MR. HELANDSON: So you're asking about an expert	7	Q	And the federal regulations require that that portion of
8		you've not even hired, so	8		the deck be removed from the right-of-way, right?
9		MR. MODNEY: Just want to make same I understood.	9	λ	Yes.
10		MR, ESLAMDSON: Ckay. All right. So	10	0	And it says, Flease remove this portion of deck out of
11	0	(By Mr. Beardsley:) Well, you've known Gene for years.	11		the right-of-way by October 1, 2017; correct?
12		You've worked with him. I'm just asking if you agree	12	A	Yes.
13		with his opinion.	13	Q	And Mr. Grimm never informed you of this?
14		NR. ESLANDSON: And you're wouching that's what he	14	A	No.
15		testified to or gave an opinion on a different case	15	0	As the agent trying to sell this property, would you
16		that's unrelated to this me?	16		have liked to know about this?
17		MR. BEARDSLEY: Yes.	17	λ	I did not know.
18		MR. EELANDSON: Just so I understand for the	16	0	Sure. I understand that.
19		purposes of your questioning.	19	с т .	Would you have liked to know that a postion of the
20		NR. HEARDELKY: Yes.	20		structure was in the right-of-way and had to be renoved?
21		NR, ERLANDSCR: And he's	21	٨	I didn't know.
12		Not going to answer.	22	0	Nr. Grinn should have told you about this, shouldn't he
23		(By Nr. Beardsley:) Is it your opinion that a Property	23	4	have?
	¥		1.52		I don't know.
24		Disclosure Statement is required when there is a residential structure on the property?	24	A O	I don't know. You would agree that if the Remingtons didn't know about
25					

		AND	1.2.2		666
1		Page 66 this and after the purchase of the property received	1		Page 6 Steve I's going to spell it W-I-E-G-E that's
2		notice from the Department of Transportation that they	2		listed on that document?
3		had to remove a portion of their deck, that that would	1	A	No.
4		affect the use and enjoyrent of their property?	4	0	You don't know or, no, he did not?
5	λ	Yes.	5	Å	I do not know.
6	0	And, additionally, if a portion of the parking lot was	6	0	And you're not aware of anything that Hr. Grimm did to
	4	- 라이터 - 아이터 - ^^ 가에 가려가 가지 - AL ^^ 가지 - 가지	7		warm my clients of this issue, are you?
7		in the right-of-way that had to be surrendered to the	1997	12	T an not aware.
8		State, that would affect the use and enjoyment of the	B	A	
9	33	property?	9	0	But at this tire this particular piece of property was
10	λ	Yes.	10	1	listed by you, right?
u	0	And these additional costs could affect the decision of	11	A	Yes.
12		a potential buyer to actually even purchase the	12	Q	And you didn't do anything to inform the Bemingtons of
13		property?	13		this potential issue, did you?
14	λ	I dan't know.	14	A	I didn't know of it.
15	Q	Well, you have a piece of property listed and a purchase	15	2	When you list a property for a seller, what type of
16		price, and the prospective hupers are unaware of	16		questions do you generally ank?
17		thousands of dollars of incurred costs after the	17	٨	What they want to sell it for. What the property
18		purchase. That could affect their decision to actually	18		contains.
19		nake the purchase, couldn't it?	19	Q	No you ever ask if a structure is in the right-of-way?
20	λ	I don't know.	20	A	No.
21	0	Nould it affect your decision to wake a purchase?	21	0	Do you ever ask about material defects?
22	A	I don't know.	22	A	No.
23	0	Nould it upset you if a seller didn't disclose this to	23	0	Do you ever ask about noid?
24		you, as the bayer of a piece of property?	24	A	No.
25	A	I wasn't the buyer. I don't know.	25	0	No you ever ack if the bridges are faulty?
-	-	Page 67			Page 6
1	0	I understand that. If you were buying a piece of	1	٨	No.
2		property, seller was receiving notices from the	2	0	Why don't you ask these guestions?
3		Department of Transportation saying a portion of your	1	Y	Because they're working. I
4		building has to be removed and he sold it without	4	0	I'm sorry. I didn't hear that,
5		telling you, would that upset you?	5	2,	They're working.
6	λ	I was not the bayer. I don't know.	6	2	They're working; what does that rean?
7	0	Keith Grimn was well aware that his property was in	7	A	I the bridges are fine when I listed the property.
8		violation of federal regulations when he sold it to the		0	Well, six, in a situation like this where you represent
9		Remingtons, wasn't he?	.9	,65	both the seller and the buyer, wouldn't it be prudent
10		NR. MXXNEY: Objection, foundation.	10		for you to ask these simple questions to make sure that
11		DR. ENLANDSON: Join.	11		they're buying a sound plece of property, being the
12	3	I do not know.	12		Resingtons?
13	~	(By Mr. Beandsley:) Well, he received a notice from the	13	٨	No.
	Q		14	0	Because, according to you, the only obligation you have
14	1	Department of Transportation	122	.0	
15	٨	I see that.	15	6.2	is to do what they ask you to do; right?
16	0	and that was prior to the sale, wasn't it?	16	A	Yes.
17	λ	Yes.	17	Q	In your line of work, your clients hire an agent for a
18	9	I understand it's your position that a Property	18		reasca; right?
19		Disclosure Statement is not required in this case, but	19	A	Yes.
100		if you were selling a residential home and your client	20	Q	And they depend on you for advice, correct?
20		received a notice similar to that, the seller received a	21	A	Yes.
			22	0	Most people that make large purchases don't do it all
21		notice similar to that, that would have to be disclosed			
21 22		notics similar to that, that would have to be disclosed to the buyer, wouldn't it?	23		the time, do they?
20 21 22 23 24	A		23 24	¥	the time, do they? I don't know that.

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1		a bad deal, don't they? Page 70	1	Å	Page 7 If that were the case, yes,
2		MR. ERLANDSON: Objection, form.	2	0	(By Mr. Beardsley:) And, Bryan, you would agree with ne
3	A	I don't know that.	3		that concealing the presence of mold or any sout of
4	Q	(By Nr. Beardaley:) When somebody retains you for your	4		water damage to a buyer is not appropriate?
5		services as a real estate agent, you expect that they	5	. A	I'm unaware of anyone concealing anything.
6		would trust you; connect?	6	Q	That's not my question.
7	à.	Yes,	7		Concealing the presence of nold or water damage to
8	Q	And when you represented Duane and Helody Revington, you	8		a prospective bayer by a seller is not an appropriate
9		didn't ask one question to Keith Grimm about any	9		thing to do
10		problems or issues with the property?	10	A	Yed.
11	x	No.	11	0	correct?
12	0	You were familiar with this property for 10 years,	12	٨	Yeg.
11		personally showed it over 30 times, and mever once	13	0	And due to this flooding, are you aware that Mr. Orian
14		inquired about any issues or problems with the property?	14		used a sump pump in the basement?
15	x	No.	15	λ	I em not.
16	0	To you think that's appropriate?	16	0	And Grimm removed it price to the sale to the Remingtons
17	x	Yeah.	17		in an effort to conceal the vater issues; are you aware
18	0	We talked about Brandon Prealey, I believe his name is,	18		of that?
19		that leased the restaurant from Neith Grimm. You've	19	λ	No.
20		familiar with Brandon Presley?	20	0	During the 10 years that you had this property listed
21	x	I never not him, no.	21	37	and you'd show it in excess of 30 times, what times of
22	0	And Mr. Presley has indicated that the basement of the	22		the year would you generally show the property?
73	@:;	living quarters that we talked about flooded each year.	23	A	Winter.
24		Are you aware of that?	24	0	Bid you ever show it in the spring?
25	Å	80.	25	A	Yes.
		Page 71			Page 7
1	Q	Subsequent to this lawsuit are you aware that there was	1		In fact, didn't you show it to the Remingtons in the
2		a mold problem in the basement of the living quarters?	3		spring?
3	A	80.	3	1	I did not.
e.	Q	Have you seen any photos of the mold?	1	0	Who showed it to the Reningtons?
5	λ	Only from what I was given by your	5	A	I believe Mr. Grian did.
6	0	At anytime during the 10 years of listing this property	6	0	Mould you agree that maid can be one of the worst
7		on and off, did you ever recommend to Mr. Grimm to make	7		structural defects in a building?
B		modifications to the living quarters or the basement?	8		MR. EMLARDSON: Objection, form.
9	A	No.	9	λ	I don't know that.
10	0	But if Keith Grinn ever did make any modifications, he	10	9	(By Mr. Boardsley:) Mold can wake a structure hard to
11		would tell you; correct?	11		sell; fair?
12		MR. ERLANDSCM: Objection, form.	12	λ	I don't know that.
13	A	Yes.	13	0	You don't know that.
14	Q.	(By Nr. Beandsley:) For the purpose of updating the	14		Do you know whether or not the existence of black
15		listing?	15		wold can diminish the value of a property?
16	λ	Yes.	16		NR. ERLANDSCH: Objection, form.
17	0	Prior to selling Wild Bill's to my clients, I assume you	17	Λ	I don't know that.
1B		walked through the living quarteru?	18	0	(By Mr. Beardsley:) But you've given expert testimony
19	λ	Yes.	19		on property valuations before, correct?
20	Q	And the basement?	28	A	Onea.
21	A	Yes.	21	Q	And if there's presence of a havardous material in the
22	Q.	You would agree that yearly floading and the existence	22		house, that could affect the value of a property?
23		of mold is something that should be disclosed to a	23	A	I don't know that.
			24	0	If you're trying to sell a house, six, and the house
24		prospective buyer?	24	. 26	If you be trying to serv a mose, any, and the mose

_			inter-		
1		Page 74 recommutation to the seller be?	1		sell the property? Page 7
2	A	To remedy the problem.	2	A	When someone would prove that they had the means to do
3	0	Because otherwise it's harder to sell, isn't it?	1		purchase, I would give then the information.
4	A	I don't know that for sure.	4	0	For what purpose?
5	0	Nould your recommendation be to also disclose the	5	A	For the buyer.
6		problem?	6	0	You provide the financial condition of the business to
7	x	Yos.	7	0	the buyer to try to sell the place?
8	0	Ckay. Why don't you go back to exhibit the listing.	8	A	Yes.
\$	A	(Complied.)	9	0	And that was your goal was to sell it?
10	0	Got it? And Page 5.	10	A	Yes.
11	A	Yes.	11	0	Were you ever provided an improvement list?
12	0	It indicates here there's a new drive bridge?	12	A	I did the improvement list.
13	ñ	Yes.	13	0	You did the improvement list?
14	0	How many buildges were on the property, do you know?	14	A	Yes.
15	x	To drive on, two.	15	0	How did you do that?
16	0	And the listing indicates that these bridges, or just	16	Å	By talking to Keith, asking him the improvements that h
17	*	this one bridge, was rebuilt?	17	100	did on the property.
18	x	This one bridge was rebuilt since he purchased the	18	0	And it would be inappropriate to inflate the values on
19	•	property.	19	÷.	the improvement list, wouldn't it?
20	0	And do you know if Mr. Grien made any other	20		No.
23	÷.,	representations to the Reeningtons that the other bridge	21	a	So according to you, if you claim an improvement was
22		was rebuilt and widened?	22	. 9	worth \$10,000 when, in fact, it was worth 8, there woul
13	٨	I have that on a list, yes, that it was I believe new	23		be nothing wrong with that?
N	^	timbers.	24	3	I was not aware of that.
8		Okay. Did you advise Weith Grimn to do that?	25	0	I'm just saying hypothetically, if you are not accurate
2	Q		284	*	I is place baying inflocing country, in you are not accurate
1	•	Page 75 To rebuild?	1		Page ' and honest in the value of the improvements, that would
2	2	Yesh.	2		be inappropriate?
2	0	No.	3	×.	Yes.
4	0	Did you ever inspect or go look at both of the bridges?	-	0	So, in other words, if you overinflate the value of the
5	x	When I showed the property, I seen then.	5		inprovements, that would deceive a potential buyer;
6	- 223	And are you aware since the purchase by my clients, two	: 6		correct?
9	0		17	1	Yes.
223		different motor homes have went through the bridge?	13	2	220
8	Å	No.	8	0	Tell me about your meetings with the Resingtons. When
9	Q	And you'd agree with me that if the seller maintains	. 9		did you first meet them? The day Mr. Remington came to my office to write the
10		that the bridge was rebuilt and widened when, in fact,	10	*	BY REAL STATEMENT IN SMALL AND SMALL AND SMALL SMALL
11		it was not, that that would be improper?	11		offer.
12	*	Yes. Yes.	.12	0	Do you remember that day?
13	0	The financial condition of the property, how did you	13	A	Pretty good.
14		obtain that information?	14	Q	What day was it?
15	x	Mr. Grimn give me the financial information.	15	A	I believe it was the 27th of April.
16	0	What did that consist of?	:16	0	What was the content of that meeting?
17	*	Profit and loss statement.	37	A	He came to make an offer on Wild Bill's.
la	0	Anything else?	18	Q	And that wan the day that the both of you, including
15	x	When the tax returns were completed, I would get a copy	19		Melody, executed a number of these exhibits we've talke
10		of that.	20		about today; cornect?
21	Q	Anything else?	21	A	Melody actually came in on the 1st of May. She was not
2	λ	No.	22		feeling well on the 27th, if my memory serves me.
	0	What did you do with this information?	23	0	Was Duane with Helody on May 1st?
	×				
23 24	Å	Kept it in my file.	24	A	Yes. So tell me how the meeting went. Was there did you

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T		Page 76 set up a showing? Did you address financial issues?	1	х	Page 8 Duane had some questions.
2		Did you address their questions? What happened?	2	0	Did he have some concerns?
3	٨	We did the Purchase Agreement. (Indicating.)	3	A	Yes.
1	0	Did you discuss the cap rate?	1	0	And what were the concerns that he voiced to you?
5	Å	No.	5	Å	About the income that he was making.
2 6	0	Must is the cap rate?	6	0	Nes there a meeting scheduled at your office where Duan
7	X	I would have to look back in my notes. I don't know	1.1	8	and Melody showed up and you weren't three?
8	*	what	8	٨	How it was set up was Mr. Remington was supposed to be
9	~	Just generally speaking, describe what that means, "cap	5	^	
10	Q	rate".	10		there at 9 a.m. I had another appointment at 10. He
	- 20		11		had not showed up by 10. I left. After that time, not
11	٨	How I understand the cap rate is the expenses to the	100		sure what time that was, Nrs. Remington showed up. Hy
12	-32	income and you end up with a cap rate.	12		office called me to tell me that she was there and I was
13	0	So it's a way to place a value on the property?	13	1 22	not able to come back at that time.
14	٨	Could be.	14	0	Isn't it true when your office called you that they
15	Q	How else would you use it? I mean, I'm sorry, educate	15	às.	couldn't get abold of you?
16		we on this. I'm not really sure how it works.	16	A	That is false. I took the call from Lana.
17	٨	I never talked cap rate with Mr. Remington.	17	0	Bryan, in a transaction similar to Wild Bill's
18	Q	Never?	18		Campground, or any other campground, overvaluing the
19	λ	After the fact we had talked a little bit about one,	19		business or the property would be improper, wouldn't it:
26		yea.	20	A	No.
21	0	Gkay. So you had a meeting with Duane on the 27th of	21	Q	Emplain that.
22		April 2017, and then another meeting on Way 1st with	22	3	People think that their property is worth X amount. If
23		Duane and Melody	23		there's a buyer out there willing to pay X amount
24	λ	Yes.	24	0	Hisleading a prospective buyer with income and expense
25	Q	correct? Where did this meeting take place?	25		figures would be improper, wouldn't it?
1.1		Page 79		2.5	Page 8
1	¥.	Hy office.	1	*	Yes,
2	0	And after the fact, when was the next meeting that you	2	0	Did you do anything to verify the financial information
3		had?	3		that Hr. Grimm provided to you?
4	X.	I don't know the date off the top of my head.	4	A	I had the tax return.
5	0	Prior to the sale did you infom Duane and Melody that	5	0	Do you know and if you don't, that's fair who
6		the business makes \$240,000 in three and a half months?	6		prepared the financial information that was provided to
2	x	Prior to sale, no.			
8		LINE OF BILDE HO.	7		you?
•	0	Nt anytime?	8	A	you? Do not. I don't mecall.
9	Q A	At anytime? Afterward. When I give them the financial statement,	1	A Q	
	- 24	Nt anytime?	8	12	Do not. I don't recall.
9	- 24	At anytime? Afterward. When I give them the financial statement,	89	Q	bo not. I don't recall. Have you ever sold any other properties for Mr. Grimn?
9 10	x	At anytime? Afterward. When I give them the financial statement, they can see that.	8 9 10	Q A	Bo not. I don't recall. Have you ever sold any other properties for Mr. Grimm? No.
9 10 11	x	At anytime? Afterward. When I give them the financial statement, they can see that. And then did you inform them that the cap rate was	8 9 10 11	0 A 0	Do not. I don't recall. Have you ever sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lawsuit?
9 10 11 12	à 0	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,000?	8 9 10 11 12	0 A 0 A	Do not. I don't recall. Have you ever sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lawsuit? Before I was added to it. yes.
9 10 11 12 13	2 0 2	At anytime? Afterward. When I give them the financial statement, they can see that. And then did you inform them that the cap rate was \$1,009,0007 No.	8 9 10 11 12 13	0 A 0 A 0	Do not. I don't recall. Have you ever sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lawsuit? Before I was added to it. yes. What was your conversation?
9 10 11 12 13 14	2 0 2	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,0007 No. What was your discussion then with regard to the cap	8 9 10 11 12 13 14	0 A 0 A 0 A	Do not. I don't recall. Have you ever sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lawsuit? Before I was added to it, yes. What was your conversation? He told me what was going on.
9 10 11 12 13 14 15	2 2 2	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,0007 No. What was your discussion them with regard to the cap rate?	8 9 10 11 12 13 14 15	0 A 0 A 0 A 0 A 0	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? Bo. Have you talked with Keith Grimm about this lawsuit? Before I was added to it, yes. What was your conversation? He told me what was going on. Anything else?
9 10 11 12 13 14 15 16	2 2 2 2 2	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,0007 No. What was your discussion them with regard to the cap rate? I don't recell having a discussion shout cap rate.	8 9 10 11 12 13 14 15 16	0 2 0 2 0 2 0 2 0 2 0 2 0 2	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lawsuit? Before I was added to it. yes. What was your conversation? He told me what was going on. Anything else? That's it.
9 10 11 12 13 14 15 16 17 18	2 2 2 2 2	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,0007 No. What was your discussion them with regard to the cap rate? I don't recell having a discussion shout cap rate. Did you take notes of this? These meetings?	8 9 10 11 12 13 14 15 16 17	0 A 0 A 0 A 0 A 0 A 0	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lawsuit? Before I was added to it, yes. What was your conversation? He told me what was going on. Anything else? That's it. What was your response? I couldn't understand why.
9 10 11 12 13 14 15 16 17	A 0 A 0 A 0 A 0 A	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,0007 No. What was your discussion them with regard to the cap rate? I don't recall having a discussion about cap rate. Did you take notes of this? These meetings? No.	8 9 10 11 12 13 14 15 16 17 18	0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lawsuit? Before I was added to it, yes. What was your conversation? He told me what was going on. Anything else? That's it. What was your response? I couldn't understand why.
9 10 11 12 13 14 15 16 17 18 19 20	A 0 A 0 A 0 A 0 A	At anytime? Afterward. When I give thes the financial statement, they can see that. And then did you inform then that the cap rate was \$1,009,0007 No. What was your discussion then with regard to the cap rate? I don't recall having a discussion about cap rate. Did you take notes of this? These meetings? No. After the purchase, how many other times did you meet with Duane and Melody?	8 9 10 11 12 13 14 15 16 17 18 19	0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? Bo. Have you talked with Keith Grimm about this lassuit? Before I was added to it. yes. What was your conversation? He told me what was going on. Anything else? That's it. What was your response? I couldn't understand why. During your representing of Duame and Helody, is it your
9 10 11 12 13 14 15 16 17 18 19 20 21	2 0 2 2 2 2 2 2	At anytime? Afterward. When I give thes the financial statement, they can see that. And then did you inform then that the cap rate was \$1,009,0007 No. What was your discussion then with regard to the cap rate? I don't recell having a discussion about cap rate. Did you take notes of this? These meetings? No. After the purchase, how many other times did you meet with Duane and Welcely?	8 9 10 11 12 13 14 15 16 17 18 19 20	0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? No. Have you talked with Keith Grimm about this lassuit? Before I was added to it. yes. What was your conversation? He told me what was going on. Anything else? That's it. What was your response? I couldn't understand why. During your representing of Duane and Melody, is it your opinion that they just worked a fair deal?
9 10 11 12 13 14 15 16 17 18 19 20 21 22	2 0 2 2 2 2 2 2	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,0007 No. What was your discussion them with regard to the cap rate? I don't recell having a discussion about cap rate. Did you take notes of this? These meetings? No. After the purchase, how many other times did you meet with Duane and Melody? Diff the top of my head, I don't remember. But I do have	8 9 10 11 12 13 14 15 16 17 18 19 20 21	0 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? Bo. Have you talked with Keith Grimm about this lassuit? Before I was added to it. yes. What was your conversation? He told me what was going on. Anything else? That's it. What was your response? I couldn't understand why. During your representing of Duame and Helody, is it your opinion that they just worted a fair deal? MR. ERLANDSCN: Objection, form. I don't know that.
9 10 11 12 13 14 15 16 17 18 19	2 2 2 2 2 2 2 2 2 2 2 2 2 2	At anytime? Afterward. When I give them the financial statement, they can see that. And them did you inform them that the cap rate was \$1,009,0007 No. What was your discussion them with regard to the cap rate? I don't recell having a discussion about cap rate. Did you take notes of this? These meetings? No. After the purchase, how many other times did you meet with Duane and Melody? Off the top of my head, I don't remember. But I do have a mote of that, you.	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	0 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Do not. I don't recall. Have you over sold any other properties for Mr. Grimm? No. Have you talked with Keith Grien about this lawsuit? Before I was added to it. yes. What was your conversation? He told me what was going on. Anything else? That's it. What was your response? I couldn't understand why. During your representing of Duame and Melody, is it your opinion that they just writed a fair deal? NR. ENLANDON: Objection, form.

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1	A	Fage 82 Not that I'm sware of.	1		Page 8 Bill's Campground, LLC, and Keith Grimm personally. I'v
2	Q	But there could have been?	12		going to use some of the documents that Mr. Beardsley
3	λ	I don't believe po.	3		has shown to you. I'm also going to use some similar
4	0	And if an inspection was completed, that would be in	4		documents I have just to make sure I can understand
5		your file; correct?	5		exactly the depth of the documents you had in your file,
8	A	Not nocessarily, no.	6		okay?
7		MR. BEADSLEY: Can we just take a couple-minute	7	A	Okay.
8		break, Greg?	8	0	I'm going to show you, Hr. Iverson, what I've marked as
		KR. ERIMITSON: Sure.	9	×	Rahihit 6.
10		(A recess taken at this time, 12:49 p.m. A lunch	110		The second s
10		recess was taken. The deposition resured at	11		(Exhibit 8 marked for identification.)
12			100		MR. MODMEY: And so the record is clear, some of
		1:41 p.n.)	12		the documents I'm going to use today, Counsel, are
13	0	(By Nr. Beardsley:) Bryan, you said you were previously	13		documents that I have received from Mr. Iverson's office
14		retained as an expert and gave a property valuation	14		prior to the initiation of litigation, and ny office
15		opinion; correct7	15		would, in the regular course of husiness or practice,
16	λ	Yes,	16		they would Bates stamp those so they are identifiable as
17	Q	Now that you've consulted with your attorney, can you	17		to the source. These have been Baten stanged ME/MAX.
18		tell me what the case was about?	18	Q	(By Mr. Nooney:) Is this a note that was in your file,
19	٨	It was a divorce.	19		six, that identify certain dates relative to the
20	Q.	And Liz Prederick retained you?	20		transaction involving the Beningtons?
21	λ	Yes.	21	٨	Yes.
22	Q.	And I assume from your providus answers you were never	22	0	And when you provided this, I's just going to say,
23		deposed in that lawsuit?	23		channicle or suspary, how do you go back and re-create
ы	λ	No.	24		the dates which are identified on Exhibit 8?
25	Q	And the property valuation, would it include like a	25	A	I want back through my notes to put this on this
	_	Page 83			Page 8
1		market analysis or scoething?	1		spreadsheet.
2	λ	Correct.	2	Q	And when you said you went back through your notes, do
3	0	And your opinion was provided, I assume, because there	з		you keep a daily note diary, timekeeper-type function
4		was a dispute between hashand and the wife of the value	4		where you can identify what you did on particular days?
5		of the home?	5	λ	No.
6	¥	Correct.	б	Q	You don't?
7	Q	And it did not involve conduct by another real estate	7	λ	Do not.
8		agent, correct?	8	0	So for purposes of this, sir, you want back through your
9	3	Would I conduct by another agent? Was it listed you	9		notes. You actually had your handwritten notes relative
0		mean or I guess I don't understand.	10		to this transaction?
1	0	I'm just taying to confirm that your expert opinion had	11	λ	Yes.
12		nothing to do with conduct by another real estate agent.	12	0	Chay. Had you, at any time prior to April 27th, 2017,
3	λ	No.	13	2	had you net Duane Rendington?
4	0	and have you ever provided an expert opinion regarding	14	٨	No.
5	×.,	conduct of another real entate agent?	15	0	Gkay. You obviously, prior to that date, had met
6	λ	No.	1.1	۰.	
7	0	Have you ever provided expert opinion regarding conduct.	16	1	Keith Grimm, though; right?
	Χ.		17	A	Yes.
8	1	of a seller of a piece of property?	10	Q	If you had to give me your best estimate, sir, do you
9	A	No.	19		know about what time of day Mr. Resington would have
0	Q	That's fair. I appreciate you looking into that for me	20		come to your office?
1		and providing that information.	21	A	I believe the appointment was around 3 a.m.
		MR. BEARDELEY: And I don't have any further	22		MR. HEARDELET: Just to clarify, what date are you
			23		holling doub. School
2		questions at this time.	*2		tulking about, John?
22 23 24	5200	questions at this time. MINATION BY HR. NOONEY:	24		MR. NOORHY: April 27th of 2017, Mike.

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1		Page 86 sir, the documents that Mr. Beardsley showed you during	1	h	Page 81 Yes.
2		his deposition of you today?	2	0	Okay. I'm going to show you what I'm going to mark as
3	λ	th-huh. Yes.	1		Publibit 9.
4	0	[think the first thing that Mike showed you was	4		(Exhibit 9 marked for identification.)
5		Exhibit 1, a comercial it was a residential Purchase	5	0	I'm going to show you this, Bayan. Let's kind of walk
6		Agreement that was marked as Emhibit 1, right?	6	÷.	through Bohibit 9 if we can, okay?
7	x	Yee.	7		Exhibit 9, at least Marge 1 of it, Marge 1 and
8	.0.0	NR. EREANDERN: Did you say "residential"?	8		Page 2 would be the same as Mr. Beardsloy marked as
9		NR. KOREY: No.	9		Babibit 1; is that correct?
10		SB. EXCADEN: Ob.	10		Yes.
11		NR. NCNEY: Real State Ruchase Agreement,	11	0	Okay. If you look at Page 2 of Exhibit 9 under
		Connercial/Agricultural, 1'n sorry.	12	×.	Paragraph 8 where it says Other Provisions, it says, See
12			13		
13	22	NR. ERLANDECH: All right.	1.5.5	<u></u>	Addenda #1. Do you see that?
14	Q	(By Mr. Mocney:) That document on Page 2 would suggest	14	A	Yes.
15		that it was signed on or about 10 a.m.; is that do	15	0	Nho, in fact, prepared that Addenda #12
16		you see that? Page 2.	16	A	I did.
17	λ	Yes.	17	8	Would that have been if the Purchase Agreement was
18	0	Norald that be your practice, Bryan, to have parties not	18		signed at 10 o'clock, would the Addenda #1 had been
19		only date something, but also put a time to it?	19		prepared before the Purchase Agreement the first two
20	A	Yes.	20	62	pages were signed?
21	Q	Now prior to the Purchase Agreement being signed, which	12.0	Y	Yes.
12		is marked as Rehibit I, would you have had Remingtons	22	0	Ckay. If Mr. Remington shoved up at your office at
23		sign any agency documents?	23		about 9 o'clock on April 27th, 2017 and the Perchase
24	À	Prior to this?	24		Agreement, either Exhibit 1 or Exhibit 9, was signed at
25	0	Yes.	25		10 o'clock on that same meeting, what was the what's
-	_	Page 87			Page 83
					11
1	٨	No. It all happened the same time.	1		your recollection of the conversations that occurred
2	A Q	Okay. So the question is when I look at \sim I look at	2		between the time he first arrived and the time the
	- 89	Okay. So the question is when I look at \sim I look at Exhibit 2 that Mr. Beandaley showed you, that would be	23		between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase
2	- 89	Okay. So the question is when I look at \sim I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between RE/MAX and Dusme and Melody	2 3 4		between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement?
2	- 89	Okay. So the question is when I look at \sim I look at Exhibit 2 that Mr. Beandaley showed you, that would be an agency addendum between RE/MAX and Deane and Melody Benington. Would that have been signed before Exhibit 1	2 3 4	ĸ	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We went
234	- 89	Okay. So the question is when I look at \sim I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between RE/MAX and Dusme and Melody	2 3 4 5 6	×	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We went over the Belationships Disclosure, the Agency Agreement
2 3 4 5	- 89	Okay. So the question is when I look at \sim I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Benington. Would that have been signed before Exhibit 1 was signed? Yes.	2 3 4 5	x	between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Purchase Agreement? We got there, west into the conference room. We went over the Belationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we
2 3 4 5 6	- 89	Okay. So the question is when I look at \sim I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Benington. Would that have been signed before Exhibit 1 was eigned?	2 3 4 5 6	x	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We went over the Relationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we started to go through the Purchase Agreement in which I
234567	Q A	Okay. So the question is when I look at \sim I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Benington. Would that have been signed before Exhibit 1 was signed? Yes.	2 3 4 5 6 7	x	between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Purchase Agreement? We got there, west into the conference room. We went over the Relationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we started to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All
23456789	Q A Q	Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandaley showed you, that would be an agency addendum between RE/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Okay. Something had to come first, right?	2345678	x	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We went over the Relationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had
2 3 4 5 6 7 8 9	Q A Q A	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Benington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to come first, right? Yes.</pre>	23456789	x	between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Purchase Agreement? We got there, west into the conference room. We went over the Relationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we started to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All
2 3 4 5 6 7 8 9 10	Q A Q A	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Okay. Something had to come first, right? Yes. And at the time that Duame Remington signed the Real Estate Purchase Agreement mached as Exhibit 1, had he asked you to review any documents as concerned his</pre>	2 3 4 5 6 7 8 9 10	A O	between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Porchase Agreement? We got there, west into the conference room. We went over the Belationships Disclosure, the Agency Agreement Addendam, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I esplained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along.
2 3 4 5 6 7 8 9 10 11 12	Q A Q A	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between RE/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Okay. Something had to come first, right? Yes. And at the time that Duame Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had he</pre>	2 3 4 5 6 7 8 9 10 11		between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Purchase Agreement? We got there, west into the conference room. We west over the Belationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we started to go through the Purchase Agreement in which I esplained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along.
2 4 5 6 7 8 9 10 11 12 13	Q A Q A	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Okay. Something had to come first, right? Yes. And at the time that Duame Remington signed the Real Estate Purchase Agreement mached as Exhibit 1, had he asked you to review any documents as concerned his</pre>	2 3 4 5 6 7 8 9 10 11 12		between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Purchase Agreement? We got there, west into the conference room. We went over the Relationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Duone Remington,
2 3 4 5 6 7 8 9 10 11 12 13	Q A Q A	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to come first, right? Yes. And at the time that Duane Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had be asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild</pre>	2 3 4 5 6 7 8 9 10 11 12 13	٥	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We west over the Relationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Duarse Berington, who is sitting to your left?
2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q A Q A Q	Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Okay. Something had to come first, right? Yes. And at the time that Duane Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had he asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Campyround?	2 3 4 5 6 7 8 9 10 11 12 13 14	0	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We west over the Relationships Disclosure, the Agency Agreement Addendam, the Buyer Agency Agreement, and then we started to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Duone Remington, who is sitting to your left? Yes.
2 3 4 5 6 7 8 9 10 11 2 13 14 15 16	Q A Q A Q	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between RE/MAX and Duame and Melody Benington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to core first, right? Yes. And at the time that Duame Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had be asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Campground? No. Ne went over the egency and then to the Purchase</pre>	2 3 4 5 6 7 8 9 10 11 12 13 14 15	0	between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Purchase Agreement? We got there, west into the conference room. We went over the Relationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Duone Remington, who is sitting to your left? Yes. And also Meith Grimm, who is not here today; right?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A Q	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Duame and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to come first, right? Yes. And at the time that Duame Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had he asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Camppround? No. No went over the egency and then to the Purchase Agreement,</pre>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	0	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We went over the Belationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Dunne Bernington, who is sitting to your left? Yes. And also Keith Grinn, who is not here today; right? Correct.
2 3 4 5 6 7 8 9 10 11 2 13 14 15 16 17 18	Q A Q A Q	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MWK and Deame and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to core first, right? Yes. And at the time that Duane Remington signed the Real Estate Purchase Agreement mached as Exhibit 1, had be asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Camppround? No. No went over the egency and then to the Purchase Agreement. Chay. Now when Mr. Beardsley presented these documents</pre>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	0	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We west over the Belationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Duarse Bernington, who is sitting to your left? Yes. And also Keith Grimm, who is not here today; right? Correct. When Mr. Reedington first presented at your office on
2 4 5 6 7 8 9 10 11 13 14 15 16 17 18 19 10 11 13 14 15 16 17 18 10 11 12 13 14 15 16 17 18 19 10 11 12 15 16 17 18 19 10 11 12 15 16 17 18 19 10 11 12 15 16 17 16 17 18 19 10 11 12 15 16 16 17 18 19 10 10 10 10 10 10 10 10 10 10	Q A Q A Q	<pre>Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Okay. Something had to core first, right? Yes. And at the time that Duane Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had he asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Camppround? No. No went over the egency and then to the Purchase Agreement. Okay. Now when Nr. Beandsley premented these documents to you, the first document that Nike showed you was</pre>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 27 18	0	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We west over the Belationships Disclosure, the Agency Agreement Addendam, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Tunne Berington, who is sitting to your left? Yes. And also Keith Grinm, who is not here today; right? Correct. When Mr. Remington first presented at your office on April 27, 2017, was he accompanied by anyone when he
2 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 9 10 11 12 13 14 15 16 17 10 11 12 13 14 15 16 17 10 11 12 13 14 15 16 17 18 10 11 12 13 14 15 16 17 18 19 10 11 12 15 16 17 16 17 16 17 16 17 16 17 17 17 17 17 17 17 17 17 17	Q A Q A Q	 Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between RE/MAX and Dusme and Melody Benington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to core first, right? Yes. And at the time that Duame Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had be asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Campground? No. We want over the agency and then to the Purchase Agreement. Ohay. Now when Hr. Beardsley presented these documents to you, the first document that Nike showed you was marked as Exhibit 1, and then he showed you later on 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	0	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We west over the Belationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Dunne Bernington, who is sitting to your left? Yes. And also Keith Grimm, who is not here today; right? Correct. When Mr. Resington first presented at your office on Agril 27, 2017, was he accompanied by anyone when he care that day?
2 3 4 5 6 7 8 9 10 11 12 14 15 16 17 18 9 10 11 12 14 15 16 7 10 11 12 15 16 7 10 10 10 10 10 10 10 10 10 10	Q A Q A Q	 Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MWK and Deame and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to core first, right? Yes. And at the time that Duane Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had be asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Campground? No. We went over the egency and then to the Purchase Agreement. Ohay. Now when Mr. Beardsley presented these documents to you, the first document that Nike showed you was marked as Exhibit 1, and then he showed you later on this recenting a document he marked as Exhibit 5, which 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	0 A Q A Q A Q A	between the time he first arrived and the time the agreement was signed, meaning the Real Estate Purchase Agreement? We got there, west into the conference room. We went over the Belationships Disclosure, the Agency Agreement Addendum, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Dunne Bernington, who is sitting to your left? Yes. And also Keith Grimm, who is not here today; right? Correct. When Mr. Remington first presented at your office on April 27, 2017, was he accompanied by anyone when he came that day? No.
2 3 4 5 6 7 8 9 10 11 2 3 14 15 16 17 18 9 20 21 22	Q A Q A Q	 Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between ME/MWK and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Ohay. Something had to come first, right? Yes. And at the time that Duane Remington signed the Real Estate Purchase Agreement mached as Exhibit 1, had he asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Campround? No. No went over the egency and then to the Purchase Agreement. Ohay. Now when Mr. Beardsley presented these documents to you, the first document that Nike showed you was marked as Exhibit 1, and then he showed you later on this reaming a document he marked as Exhibit 5, which was called the Addenda \$1 of the provision. Bo you 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	0 8 0 8 0 8 0	between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Purchase Agreement? We got there, west into the conference room. We west over the Relationships Disclosure, the Agency Agreement Addendam, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Duame Remington, who is sitting to your left? Yes. And also Meith Grinm, who is not here today; right? Correct. When Mr. Remington first presented at your office on Agril 27, 2017, was he accompanied by anyone when he came that day? No. When Mr. Grinm already present at your office?
2 3 4 5 6 7 8	Q A Q A Q A Q	 Okay. So the question is when I look at I look at Exhibit 2 that Mr. Beandsley showed you, that would be an agency addendum between NE/MAX and Dusme and Melody Remington. Would that have been signed before Exhibit 1 was signed? Yes. Okay. Something had to core first, right? Yes. And at the time that Duame Remington signed the Real Estate Purchase Agreement marked as Exhibit 1, had he asked you to review any documents as concerned his prospective purchase of what I'm going to call the Wild Bill's Campuround? No. We went over the agency and then to the Purchase Agreement. Okay. Now when Mr. Beardsley presented there documents to you, the first document that Nike showed you was marked as Exhibit 1, and then he showed you later on this rooming a document he marked as Exhibit 5, which was called the Addenda #1 of the provisions. To you remember that? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 20 21 22	0 4 0 4 0 4 0 4 0 4 0	between the time he first arrived and the time the agreement was signed, meaning the Scal Estate Pourchase Agreement? We got there, west into the conference room. We went over the Belationships Disclosure, the Agency Agreement Addendam, the Buyer Agency Agreement, and then we atarted to go through the Purchase Agreement in which I explained the items on the Purchase Agreement. All going when we were going through these items, I had them sign as they were going along. When you say they signed, that would be Dunne Bernington, who is slitling to your left? Yes. And also Keith Grinm, who is not here today; right? Correct. When Mr. Remington first presented at your office on Agril 27, 2017, was he accompanied by anyone when he came that day? No. When Mr. Grinm already present at your office? Yes.

			-		905
1	λ	Page 90 No.	1		Page 9 transactional basis, not looking at the dollar number,
2	0	Prior to April 27th of 2017 had you had any	2		but if you were to break it out from a dollar or fee or
1	1	conversations with Keith Grimm about Mr. Reminston's	3		convision perspective, okay, would it still be similar
4		interest in the corporand?	4		to that or would it be skewed somewhat higher towards
5	A	Yes.	3		less residential then, if you know?
6	0	Okay. Do you have any recollection, sir, as to when	4	A	I'm not following yos.
7	2	Mr. Grimn might have first mentioned Duane Remington's	7	0	Here's where I'm going. Let's say that you had ben
6		name to you?	8		transactions, okay? Let's say that one of those was
9	λ	I don't remember the exact data.	9		something other than residential, okay? But let's say
10	0	dkay.	10		of the one transaction you did that wasn't residential,
11	A	But he did call and let we know that he had somebody	11		let's say it was a commission of that was a hundred
12		that showed up and looked at the campground.	12		times what every other commission you would have. You
13	0	Okay. Other than that, do you have any more specific	13		understand then if you look at it from a sales volume
14	<u> </u>	recollection, Bryan, as to what Weith might have shared	14		perspective that the results might be different than if
15		with you?	15		you looked at it transactionally. So I was looking at
16	λ	He called me. If I remember correctly, Mr. Remington	16		personal transactional base. So what I understood you
17		looked at it again. They had talked, and Maith gave me	17		to say is hypothetically, if you had done 200
18		the information for the Purchass Agreement and the time	18		transactions in the last 12 years, that 95 percent of
19		which they agreed to meet at my office to do the	19		those 200 would have been residential, approximately;
20		Purchase Agreement, to sign the	20		right?
21	0	Do you have any recollection, as you sit here today, or	21	λ	Correct.
22	×	do you have any documents that might refresh your	22	0	Okay. But if you were to look at it from a fee
13		recollection if you could look at them, as to the time	23	1	perspective or a combission perspective, would your
24		that elapsed from when Nr. Grimm would have first	24		answer be the same, that still about 95 percent of your
25		contacted you about this and the date of April 27th?	25		commissions have core from residential transactions
	-	Page 91	-		Paga 9
1		Mag it a week, more or lens than that?	1		versus other transactions.
2	A	More,	2	λ	Yes.
3	Q	Okay. At any time when Mr. Remington was on site, were	3	0	Ckay. When you had written Purchase Agreements before
4		you with him prior to the Purchase Agreement being	4		for the sale of the Wild Bill's Campground, had you even
5		signed?	5		had anyone present a full price
6	λ	No. My first meeting with Mr. Semington was the 27th.	6	λ	No.
2	Q	Gkay. Had you, at any time prior to April 27th of 2017,	7	Q	full-price offer before?
8		ever prepared a similar document that would have been	8	٨	No.
9		identified as a Real Estate Purchase Agreement? Had you	9	0	Of the five transactions that you identified, other
1.0		ever done that for this campground before?	10		campgrounds that you've been involved in before, 1 think
11	λ	Yes.	11		one of them you said you had sold and you had also
12	Q	Do you have a recollection as to how many times that had	12		bought it, so that's a little bit it's the same
13		happened before?	13		transaction any of the five transactions that you'd
14	λ	Over the course of the listing, I would say four times.	14		over worked on before on carpgrounds, had you ever had a
15	Q	If you were to give we kind of an overview, Bryan, of	15		prospective buyer present a full-price offer before?
		your experience as a Realtor, which I think my notes say	16	A	No.
16		go back to some time to about 2006, 2007, so a little	17	Q	When Mr. Remington presented at your office, was there
		bit more than 10 years; right? If you had to give me	10		ever any discussion with Mr. Resington as to information
17			19		he wanted to review before signing the Real Estate
17 18		your best estimate, I want to talk about transactions,	1.11		
17 18 19		your best estimate, I want to talk about transactions, not sales value or sales volume, okay. From a	20		Purchase Agreement marked as Exhibit 17
17 18 19 20			10.00	A	He had not, mo.
17 18 19 20 21		not sales value or sales volume, ckay. From a	20	A Q	14 Garder 10 77 (1971)
17 18 19 20 21 22		not sales value or sales volume, okay. Prom a transactional perspective, what percentage of your	20 21		He had not, mo.
16 17 18 19 20 21 23 23	x	not sales value or sales volume, ckey. From a transactional perspective, what percentage of your transactions are real estate transaction - I mean,	20 31 22	Q	He had not, mo. Did he ask for any that worning before he signed?

_		A THE RELEASE AND A DESCRIPTION OF A DES	_		94
1	λ	Page 94 No.	1		Page : taken in this brochure, were they taken by you?
3	Q	Nr. Beardsley had identified as a document in this case	2	λ	Yes.
3		as Bahibit 6. This document I have right here.	1	0	And these would be photos that you had taken over the
4	A	Yes.	4		years that you had had this property listed; is that
5	0	I think it's - you called it a sales brochure. Would	5		accurate?
6		that be a fair tem?	6	A	Yes.
7	A	Yes.	7	0	Ckay. I note on Page 1 of Exhibit 10 right mext to you
8	0	Do you remember, as you sit here today, Bayan, is this	8		picture it says, RE/NAX. And below it, it says,
9		the document as it existed in 20167	3		Connercial. Why in that insignia on there?
0	A	Yes.	10	A	Because it's a connercial property.
1	Q	The reason I ask that and I'm not trying to trick	11	Q	Okay. If, for instance, I asked you to list my home,
2		you, ckay? I want you to look at the last page of	12		how would that insignia be different, if at all?
3		Bahibit 4, if you would, please.	13	A	There would not be "connercial" on there. It would have
4	٨	(Complied.)	14		just been the RE/HAX.
5	0	The last page I have, Bryan, depicts - it says, main	15	0	To you have any idea when this Exhibit Number 10 would
6		building. It has three photos and it has some text	16		have been prepared in relation to the listing agreement
т		about in the middle of the mage, right?	17		the one that was in effect at the time the property
8	1	Yes.	18		sold? Was it done contemporateous with the listing
9	0	I'm going to show you another iteration of that same	19		agreement being signed, if you know?
0	а,	document. Before I wark it, I'm going to see if you can	20	λ	No. It would have been put together, and then if
1		identify it; ckay?	21		anything changed, then I would make the change. Like I
2	x	(Viewing document.)	22		told Mike, the pictures of the cabins
3	Ô.	After that reference to the main building as it appears	23	0	Yep.
4		in Edibit 6, there are a number of pages thereafter	24	λ	if Keith had done anything to the property, then I
5		that identify improvements completed at the campground,	25		would add that.
	-	Page 95		14	Page !
1		a general sketch of the area, and then kind of an aerial	1.1	Q	Like, for instance, if you look at Page 2 of Bahibit 10
2		photo of it; away? Would those have been part of your	2		we know that this agreement if we look at the tax
3		brochure that you would have provided to either	3		information, that would suggest to us that this would
4		Mr. Grimm or to Mr. Regington as it exists in the	4		have been the agreement in effect at the time
5	33	document you have in front of you here?	5		Mr. Renington signed the document, the Purchase
6	۸	Yes.	-6		Agreement, right? It listed the 2016 taxes.
7	Q.	Okay. I'm going to mark it as Eduibit 10.	7	A	Yes.
8		(Exhibit 10 narked for identification.)		0	You used the term on Page 2, as well as other places in
9	0	Price to Wr. Remington signing the Purchase Agreement,	9		here, you reference under Description of Property, you
Ó		which has been marked as Exhibit 1, and as well as	10		reference, quote, living quarters, close quote.
1		Exhibit 9, did you provide to Mr. Remington a copy of	11		What did that mean to you when you used that term
3		the sales brochare which I have now marked as	12		"living quarters"?
1		Exhibit 9 Exhibit 107 I'm sorry.	13	A	That there was a place for whoever was running the
4	A	Prior te, no.	14		incone-producing property to stay.
5	Q	Do you know whether, when Mr. Remington presented at	15	Q	Okay. And then if you go to, again, Exhibit 10, Page 7
6		your office on April 27th, did Mr. Rewington bring with	16		which is RE/MAX 0007 at the bottom, 7 of 13, there was
7		him a copy of this? Did he have a copy of this sales	17		basement in this property. And all of the living
5		boofure with him, if you know?	18		quarters would have been in the building, which is
9	٨	I do not know.	19		displayed on the first page of this exhibit; right?
6	0	Would Nr. Grims have had copies of this to provide to	20	A	Correct.
1		prospective buyers, if you know?	21	0	The basement has three bedrooms, it says, a half bath
2	A	I do not know.	22		and a workshop area. Were those bedrooms down in the
2	100	I'd like you to take a look at Bahihit 10, if we could	23		lower level, would they have been up to code? What I
	Q				
3	Q.	for a minute, Bryan. And we'll kind of walk you through	24		rean by "code," meaning would there have been proper

98.,101

			-		9810
1	λ	Page 90	1	3	Page 10 the reference of Wild Bill's Campground Bar & Grill,
2	0	So to the best of your knowledge, prior to Nr. Remington	2		where did you get that information from?
3		signing the Purchase Agreement, which I have marked an	3	A	The County.
4		Exhibit 9, you had not provided to him a copy of the	4	0	dkay.
5		sales brochure, which I've worked as Edubit 10; is that	5	Å	The legal description.
6		correct?	6	0	Ckay, Yep.
7	λ	Correct.	7	Å	Yeah.
8	0	When you prepared Exhibit 9, Bryan, I want to go through	1	0	And the sellers, how do you know who owned the property's
9	×	this and I want to identify who provided the information		Å	Mr. Grinn.
1.9		for the respective lines that are filled in; day?	10	0	Gkay. But you knew it was held in an entity, right?
11	A	Okay.	11	1	Correct.
		Because Exhibit 9, as it exists, is a form that you	12	0	Then there's some references. You see where it says
12	0	· · · · · · · · · · · · · · · · · · ·	12.5		right at the bottom of the first paragraph area there's
13		have; then someone has to type in or fill in the blacks,	13		그 것에 가지 않는 것 같은 것은 것이 있는 것이 것 같은 것이 가지 않는 것이 없는 것이 없다.
14		so to speak; is that right? (Modded.)	14		a check in the box "yes;" who put that in there? Did
15	A		15		you do that?
16	8	Is that excrect?	16	Å	Yes.
17	A	Yes.	17	Q	And why do you do that, sir?
18	Q	Thank you. I notice at the top of this document it's	18	à	So they both acknowledged that I was the person
19		denominated as a Real Estate Purchase Agreement,	19		representing both the buyer and the seller.
20		Commercial/Agricultural. New would you have used a	20	ğ	And those initials, as they're displayed there, would
22		similar agreement like this if you were to sell	21		those be the initials for Duane Rewington, Welony
22		Mr. Exlandson's house for hin?	22	ί	Remington, and Knith Grinn?
23	A	No.	23	X	Yep.
24	Q	Why is that?	24	0	Now I think you mentioned earlier that Nelody Remington
25	*	There's a different Purchase Agreement for residential.	25		wasm't there on April 27th; is that correct?
_		Page 99		-	Page 30
1	Q	So let's go through the first I'm just going to go	122	*	Correct.
2		through it by category as it's denominated here: 1, 2,	2	9	And she, I think you said, she came in like on May 1st;
3		3; you see where I'm at there?	3	8	is that right?
4	×.	uh-huh.	4	Å	Correct.
5	0	You got the name of the purchasers from who?	5	0	Okay. Did you have any conversation with Duane
6	Å	Neith.	6		Remington from the time he signed this document on
7	0	Okay. You got the earnest noney information from whom?	2		April 27, 2017 ustil the time that his wife came in on
8	r	Neith, and then I asked Mr. Remington at the time of the	8		Play 1st, 2017?
9		meeting if 10,000 was ckay.	3	A	I if my memory serves ma, it was to set up the
14	Q	Okay. And it says, after the reference to purchasers,	10		appointment to one in.
11		in handwriting it says, "and/or assigns". Who gave you	н	Q	Bid he have any other inquiry of you as it concerned the
12		that information?	12		terms of the agreement, though?
13	x	Mr. Resington.	33	A	No.
14	Q	Was there some discussion when you first met with him on	24	Q	Okay. Under the Purchase Price, where did you get that
15		April 27th that there might be another prospective	15		information from?
16		investor in this transaction?	16	A	Keith Grimm.
17	¥	Yes.	17	0	Did you have any conversation with Duane Remington at
18	0	Okay. Was there some discussion that the purchases	18		your office on April 27th, or anytime thereafter, about
19		sight ultimately be an entity of some sort other than an	19		what the purchase price was going to be?
80		individual?	20	λ	At the time we were going through this, I asked him if
21	x	Yes. That's why he asked me to put that in there.	21		that was the price he wanted to offer.
82	Q	So you had actually discussed identifying the purchaser	22	0	Did Hr. Rewington, at any time prior to signing the
23		with Mr. Remington as you filled this out then, right?	23		Purchase Agreenent marked as Exhibit 9, ever aak you
6.3			24		whether \$899,000 was the price he should be paying for
24	λ	Yes.	2.4		mercier 2002/200 was one bring he succur he baland for

-		Page 102	1	-	Page 10
1	A	No.	1	Q	Gkay. So that would have been understood before
2	۵	Did Mr. Resington, at any time prior to signing the	2		Mr. Remington came to your office or was it discussed at
3		Purchase Agreement marked as Buhibit 9, ever make any	3		your office that day?
4		inquiry of you as to what you believed the fair value	4	λ	No, that was that was before.
5		for this business would be?	5	Q	Ckay. When Mr. Grimm, on behalf of the entity, had
6	x	No.	6		previously been involved in discussions about the sale
7	0	Go down to Paragraph 3, the one that says Financing.	7		of the corpground, were each of those prior sales always
8		And I'm particularly the words that have been typed	.8		under the auspices of as is, no warranty?
9		in at the end of the standard text where it says, Bayer	3	A	To my recollection, yes.
10		is going with a Contract for Deed with seller - See	10	Q	Okay. Now you said you've been involved in five
11		Mdenda #1.	13		transactions involving the sale of a campground before,
12		Who put that information in the Purchase	12		right?
13		Agreement?	13	A	Yes.
14	λ	r did.	14	Q	What has your general experience been in the sale of
15	Q.	Okay. And did you have some conversation with	15		compground? Are they generally sold as is or are they
16		Mr. Ronington about the terms in Addenda #1?	16		typically not sold that way, if you know?
17	A	We want over that when he was in to sign.	17	λ	Typically, I've as is.
18.	Q	Okay. Would you have gone through the terms of	18	Q	When you were with Mr. Remington on April 27th, did he,
19		Addenda #1 prior to Mr. Remington signing it?	19		at any time, express any concerns to you that he had
20	x	(So verbal answer.)	20		some reservations about buying the compground as is and
21	0	Let re rephrase it, Bryan. I'm sorry.	21		without any warranties?
22		Prior to Duane Remington signing Exhibit Number 9,	22	A	Not that I remember.
23		the Parchase Agreement, did you have an opportunity to	23	a	Is that something that, if it had been discussed, you'd
24		walk through the ten terms identified in the Addenda #1	24		most likely have a recollection of, though?
25		with him?	25	٨	Yee.
1		Page 103			Page 10
1	λ	Yeah. We want through it at that time.	1	0	Gkay. Tell me what conversations, if any, you remember
2	0	So as we kind of chronologically go through the process	2		as it concerns iten Number 2 on the Addenda about
3		hexe, when you got down to Paragraph Number 3 in	3		licensing and certificates. Was there any discussion
4		reference to Addenda #1, would you have gone through the	4		about that?
5		terms of that addends with Mr. Remington at that time?	5	λ	No. This is something that I put into the offer to
6	¥	Yes.	6		protect the buyer. That everything is current prior to
7	0	And wes Mr. Grimm present, as well?	7		closing.
8	x	Yes.	8	Q	So that was something you thought was appropriate to put
9	0	Ckay. I want to walk through those terms, if you would,	9		in there? That had not been discussed between Renington
10		please. I think that's on the third page of Exhibit	10		and Grimm; is that right?
11		Number 9, if you can.	11	A	Correct.
12		And you would have typed up this Addends, correct?	12	0	Ren Musher 3, did that sluilarly core from your
13	λ	Correct.	13		suggestion that it needed to be included in the Purchase
14	Q	Tell me what discussions there was, if any, about the	14		Agreenent?
35		fact that the compground would be sold, quote, as is	15	٨	Yes.
16		with no warranty, close quote. What discussion did you	16	Q	Where did who came up with the idea for Iten
17		have with Nr. Remington about that?	37		Number 4?
18	۸	I did not have a discussion with Nr. Beeington about	18	٨	That is actually something that has been in other
19		I mean, other than when we were going through this.	19		transactions, that the inventory is a cost to the buyer.
25	Q.	Did you understand when Mr. Grim first contacted you	29	0	Did Nr. Remington have any do you recall him herring
21		about Mr. Benington being interested in buying the	21		any discussion with you as it concerned Iten Mumber 4?
		compground that it was your understanding from the	22	A	I don't think so.
22		이 가슴 알았다 사가 제 이 가지 않는 것이 않는 것이 많은 것이 없는 것이 있는 것이 있다. 것이 있는 것이 없는 것이 없 않 않이 않	-		
		beginning of this transaction that it was going to be an	23	0	Item Mamber 5 deals with training, Mas that something
22 23 24		beginning of this transaction that it was going to be an as is with no warranty sale? Did you understand that?	23	0	Then Number 5 deals with training. Was that consthing that had been suggested by you, Mr. Grimm, cc

	_			-	10610
1	Å	Page 106 That is concthing I talked over with Mr. Grimm back when	1	0	Page 10 Would that be a standard of gractice in Lasrence County,
2		we listed the property.	2		if you know?
1	0	Similarly, where did Number 6 come from?	1	A	I don't know that.
4	Å	That, I just put in there as a courtesy to the new	4	0	Chay. So Item Number 1 was proffered by you. Was there
5		buyer.	5	1	any discussion did Mr. Renington raise any concerns
6	0	Iten Murber 7, that came from whom?	6		about that prior to signing the Purchase Agreement?
3	Å	That also is something I've learned to put in there.	7	λ	Not that I remember.
8	0	Okay. Iter Number 9, where did the terms of the	8	0	Item Number 2 as it concerns the CBNR testing of the
3	×.	Contract for Deed come from?	9	~	well, whose idea was that?
10		Kr. Grim.	110		
	1		10	A	That also is scrething I put in there.
11	9	Did you understand before Nr. Grimm came to your office	11	Q	Is that something you put in all transactions involving
12		on April 27th that he, meaning Nr. Grimm, and	12	έg.	private well systems?
13		Mr. Benington had already core to some concurrence on	13	A	Yes.
14		the terms of the Contract for Deed?	14	Q	Okay. Item Munber 3, Buyer to inspect the property and
15	¥.	Yes. Because when we want through this, everybody was	15		the equipment that stays with the property; whose idea
16		in agreement.	16		was that?
17	Q	The Old Mest Escrow, where did that idea core from?	17	λ	That also was mine.
18	A	Provious experience,	18	0	And why did you put that into the transaction?
19	0	Okay. And Item Number 10, real estate taxes, insurance,	19	λ	Just so the buyer can go up and check what stays and to
20		the date of closing; is that just a standard provision?	20		make sure everything is operational.
21	λ	Yes.	21	Q	Prior to the time that the Purchase Agreement marked as
22	Q	At any time from the time Nr. Remington came to your	22		Rohibit 9 was signed, did Mr. Remington over make any
23		office until the time he signed the Purchase Agreement	23		inquiry of you, Mr. Iverson, as to show he might talk to
24		marked as Exhibit 9, did he ever express any concern to	24		for the purpose of having an inspection done at the
25		you as it relates to any of the terms in the Purchase	25		compground, real or personal property? Did he make any
-		Page 107	-		Page 10
1		Agreement, including the addenda?	1		questions of you about that?
2	A	No.	3	A	No.
3	0	The next items, Bunber 4 on Page 1 of Edhibit 9, it	3	Q	To the best of your knowledge, at any time between the
4		doesn't look like there was any changes to that other	4		date the Purchase Agreement was signed, April 27, 2017,
5		than the allocation of the title insurance cost, and was	5		and the date the transaction closed on May 12th of 2017,
6		that discussed between the parties?	6		do you know whether Hr. Remington ever followed up with
7	λ	No.	2		you and made any further inquiry as to show he might
8	Q	Dkay. Who came up with a \$0/50 on that?	8		look at for real or personal property inspection? Did
9	λ	Just, I did.	9		he ever ask you about that?
10	0	Is that your, kind of, understanding of the standard in	10	A	Did not.
11	-	the industry?	n	0	To the best of your knowledge, did Nr. Bewington ever
12	٨	Yes.	12	1	have anyone look at the property from a real or personal
13	0	I'm going to talk to you about the language under the	11		property inspection perspective?
14	×.,	Paragraph 5, Inspections; okay? First of all, there are	14	14	Not that I know of.
15		three pardon me, four different items identified in	15	0	In the compround that you've been involved in the sale
		같은 사람은 것은 것은 것이 있는 것 같은 것이 있는 것이 같은 것이 같은 것이 같이 많이 없다.	16	्य	
16		that Paragraph 5, Inspections; doay? Ub-hub.	10		of before, either on behalf of the buyer or the seller, do you know whether there's any standard practice in the
	A	경향 방법은 영양을 수 있는 것을 물건을 물건을 많은 것을 하는 것을 물건을 받았다.	12.2		1715 (F. 1896) (F. 1955) (F. 1955)
8	Q	Who is proffer or who made the suggestion for Iten	18		industry whether a person has the property inspected for
19	_]	Worber 1 as it concerns septic tanks?	19		the structures, heating, ventilation, things like that?
20	A	I did.	20	1	Is that standard?
21	8	And why was that put in there?	21	A	No.
35	¥.	Septic tanks in different counties have to be purped,	22	Q	It's not standard?
		inspected before time of sale.	23	x	(Shook head.)
			1.265	1.00	When when any state to be and with how and the second
23 24	0	Ckay.	24	Q	Now when people buy and sell houses, is it your

_		Page 110	-		Page 11
1		come in?		0	I note that the agreement is dated at 10 o'clock on
2	x	Yea.	2		April 27th and it's signed it says, This agreement is
3	0	But these transactions are different; is that right?	3		woid if not accepted by seller by the 27th day of April.
4	٨	Correct.	4		The seller, of course, would be Mr. Grimm. But
5	0	The last item under Paragraph 5, Category 4, Duyer way	5		the purchasers then signed it. When did they sign it?
6		conduct any other inspection deened appropriate at	6	λ	At the same time.
7		huyer's expense. At any time prior to any time	1	0	So this was signed by both Mr. Rewington and
8		after strike that, please.	6		Mrs. Remington on April 27th?
9		At any time prior to Nr. Remington signing this	9	A	No. Mrs. Remington come in on Way lat to sign it.
10		document, did he make any inquiry of you as it concerns,	10	0	Did you have any concerns when the agreement was signed
11		quote, other inspections he might want to have done?	11		just by Nr. Horington when it was presented to
12	λ	No.	17		Mr. Grimm? Do you understand that to be a binding
13	0	To the best of your knowledge, did he ever have anyone	13		agreenest, from your understanding? I'm not asking for
14		do any other inspections?	14		a legal opinion, but did you think you needed her
15	λ	Not that I know of.	15		signature for that?
16	0	Then if we go down into Paragraph 5, the latter verbiage	16	٨	Yes.
17		within that, I assure because you were not aware of any	17	0	Okay. On Page 46, Exhibit Number 9, there's a copy of
18		inspections at no time prior subsequent to signing	18	27	the earnest roney check. And that check is dated the
19		the Furchase Agreement or prior to closing were you ever	19		27th day of April, and it's signed by M. Remington, who
20		apprised of any concerns that Mr. Remington had?	20		I assume to be Melody. Did that check come with Duane
21	λ	No.	21		when he care to the at the time the Burchase
22	0	Now if we go to Paragraph 6 on Page 2 of Rshibit 9, the	22		Agreement was signed, or did he get that later on?
23	*	prorations, where did that decision core from about	23	λ	That, I can't remember.
24		weller being responsible for 100 percent of the things	24	0	Okay. Go to Page 4 of Exhibit 9. Oh. No, Page 5. 1%
25		before closing, buyer thereafter; where did that come	25		sorry. Rage 5 of Réhibit 9. This is an agreement that
		Page 111			Page 11
1		Eron? You?	1		was signed by Duane and Melody Rendington. None these
2	λ	That is from me, because he owns the property up until	2		all signed on April 27th, the next three pages, by
3		the date of closing.	1		Welody or signed sometime thereafter?
4	9	Maere did the decision come under the other	1	λ	Thereafter, on the 1st.
5		prorations where it talks about deposits and prepaids	3	0	When you get Runne on April 27th, did he neer at all
6		and things such as that, where did that iden cone from?	6		concerned about what he was ready to huy?
7	λ	That was something that was told to me by Mr. Grimm that	7	A	No.
0		him and Mr. Demington had agreed to.	8	Q	Did you have any understanding as to his background as
9	0	Okay. The language under the category of Survey, where	9		to whether he had any experience in the campground
10		did that come from?	10		industry?
11	λ	That's we went over the boundary survey or not the	11	A	I do not know.
12		boundary, but the GIS boundary off of Lawrence County.	12	0	Okay. Did you have any discussions with him or did he
13	Q	Okay.	11		share anything as to sky he wanted to get this done as
14	A	And Mr. Remington said he was okay with that.	14		quickly as possible?
15	Q	Okay. The only other language that's included in the	15	A	I don't know.
16		balance of this, there's a provision of the closing	16	0	Okay. When you were present in your conference room
17		where it mays on or before Nay 15th. Was that something	17		with he and Mr. Grinn, do you recall any of the
18		that was discussed when you met with Mr. Remington and	1.6		substance of the conversation that transpired between
19		Hr. Gciun?	19		Mr. Resington and Mr. Grims that soming?
100	A	Yes. Hr. Remington asked me to close it as quickly as	28	A	Other than what we did for the Purchase Agreement, I
20		possible.	21		don't recall anything.
		TATION IN A REAL PROPERTY OF A REAL PROPERTY AND A REAL PROPERTY AND A REAL PROPERTY AND A REAL PROPERTY AND A	22	.0	To the best of your knowledge, Reyan, after the
21	0	Then the language about the addenda, you said that was			
91 22	Q	Then the language about the addenda, you said that was included because that addenda was prepared simultaneous	23		agreenest was signed on April 27th up until the time it
20 21 22 23 24	Q		1990		

	-	Page 114	_		11411 Page 11
1		May 12th?	1	A	No.
2	A.	Again, when Melody come in to sign on the lat and then	2	0	Had Mr. Remington asked for any profit and loss
3		when Mr. Happ completed the Contract for Deed, I called	1		information for the campground from you?
4		up Hr. Remington to give him a copy of that.	4	λ	No.
5	0	Who provided the information to Brian Hagg to complete	5	0	Had he asked for any balance sheet information for the
б		the Contract for Beed?	6		cangground?
7	λ	I did. I give him that. (Indicating.)	7	λ	No.
8	Q	So you would have sent to Brian what I have warked as	8	Q	Asked for any gales tax reports for the campground?
9		Exhibit 9, the Purchase Agreement?	9	λ	No.
10	λ	The first three pages.	10	Q	Did that seen odd to you?
11	0	Just the first three pages?	11	٨	Yes.
12	λ	Yes.	12	0	You have been a party to five other transactions that
13	Q	dust the signature page and then the Addenda?	13		you rentineed to us earlier today. Rad you ever seen
14	A	Okodded.)	14		someone purchase a campground before without making
15	0	If we look at Rahibit Mumber 8, which is a copy of your	15		inquiry relative to the financial information like I
16		notes as to when you met with certain people, dway, it	16		identified? What I mean by that, tax returns, sales tax
17		says on April pardon me, on Nay Ath of 2017 you would	17		reports, income statements, profit and loss statements,
16		have net with Duane to review information provided by	18		balance sheets. Had you ever seen that happen before?
19		Brian Hagg, parens, Contract for Deed and other	19	A	Not that I know of.
20		supporting documents.	20	Q	And other than selling campground, Bryan, have you been
21	λ	Yos.	21		involved, without nasing parties, of course, had you
22	Q	That would have been in your office?	22		been involved in the sale of other business
23	λ	Yes.	23		opportunities before?
24	Q	I'm going to show you what we'll mark as Exhibit	24		And what I mean by "business opportunities
25		Number 11.	25		before," more business where momente is going to go in
_		Page 115	-		Page 11
1		(Bahibit 11 marked for identification.)	1		and make money, okay? Be it a car lot or be it a car
2	Q	I'm showing you what I have marked as Exhibit Marber 12	2		such or grocery store, anything like that.
3		(sic), and it appears to be maybe nine pages of a	3	1	Yest.
4		document descendented Contract for Deed. This would have	4	Q	Had you ever seen any other transaction involving the
5		been prepared at your request by Brian Hagg or someone	5		sale or the purchase of a business where a prospective
6		in his office; is that right?	6		buyer had not asked for some sort of financial
7	¥.	The Exhibit 117	7		information prior to aigning the Purchase Agreement?
ŧ.	0	Yeah.	8	x	That I have assisted, no.
9	λ	Okay. Yes, this is what was prepared by Mr. Hagg.	9	0	As you set with Nr. Remington on May 1st and went over
10	0	And then on May 8th you would have set down with	10		the terms of the Contract for Deed warked as
11		Deane Remington and would have gone through the terms of	11		Kuhibit 11 Way Sth, pardon we. It was May Sth. I'm
12		the Contract for Deed with him; is that right?	12		sorry. Just globally, did Mc. Remington raise any
13	A	Yea.	13		concerns to you about the terms of the Contract for Deed
14	Q.	First, just globally, between April 27th and May 8th did	14		when you set down and went over it with him?
15		you have other than Hr. Benington calling to make an	15	x	Not thet I recall.
16		appointment for his wife to cone sign the documents, had	16	0	If something had been brought to your attention, would
17		Mr. Remington at any time between April 27th and Hay 8th	17		that have been something you would have gone back to
18		contacted you and made any inquiry or raise any concerns	18		Nr. Grimm with or Hr. Hagg with?
19		as it relates to his purchase of the campground?	19	A	Yes.
20	٨	No.	20	0	At any time after you met with Duane Remington on
21	0	Had he asked for any financial information relative to	21		May Bth, did you ever go back to Brian Hagg and raise
22		the operation of the campground?	22		any concerns that had been asserted to you by
23	A	Rb.	23		Duane Rewington?
	0	At any time prior to May 8th of 2017 had Nr. Bonington	24	3	No.
24	×.		202		At any time after you met with Duame Remington on

	_				11013
í		Page 118 Hey 8th, did you go back to Keith Grimm and suggest that	1		Page 12 with it.
2		Wr. Remington had any concerns with the Contract for	2		Does this appear to be that Listing Agreement and
1		Deed?	3		related agency addendurs and things such as that?
4	A	80.	4	A	Yes.
5	0	I want to take you to Rage 3 of Exhibit 11, if I could,	5	0	Okay. I want to draw your attention, Bryan, to the last
6	*	please.	6	e	three pages of that. They're Bates stamped RE/NAU 0050
7	λ	(Complied.)	1		through 52, I think they are. Now, I have attached
8	0	And, in particular, I want to take you to the last	8		these to Rehibit 12, but would they have, in fact, been
<u> </u>	×	sentence of Paragraph 5 on Page 3 where it says, Buyers	9		a part of the Listing Agreement? Would they have been
0		acknowledge that they have examined the real property	10		incorporated in the Listing Agreement or not?
3		and any equipment, or fixtures and furniture, parents,	11	٨	No.
2		collectively property, close parens, related to the	12	0	Would it be more appropriate for those to be a separate
			13		which is the appropriate for close to be a separate exhibit thes?
3		operation of the same and acknowledge that the property	14	54	
4		is acceptable.	1252	*	This is what is on the MLS. This is the MLS sheet
5		Do you recall having any conversation with	15	82	printout,
6		Mr. Realryton about his right to go in and inspect the	36	Q	Well, let's do this then. I'm going to have you take
7		property, real or personal?	13		these last three pages off.
8	y	I'm sorry. What page were you on again? I don't	18		MR. MCONEY: And, Greg, I'm going to have you take
9	Q	I'm on Page 3 of Exhibit 11.	19		this and have him mark those as Exhibit 13; okay? Than
18	¥	Okay. I'm sorry. Okay.	20		you.
1	ð.	I was referencing the last sentence of that Paragraph 5,	21	λ	(Complied.)
2		Bryan. Do you recall having any conversation with	22		(Exhibit 1) marked for identification.)
Ē.		Mr. Hemington as to whether he intended to avail himself	23	0	Thank you. Let's look at Exhibit 12 if we can for a
4		the opportunity to inspect the property?	24		moment. I note, Bryan, on the top of this document
5	x	The only time I remember anything about the inspections	25		under the caption Exclusive Listing Agreement there are
-		Page 119			Page 12
1		was when Duane and Melody Semington came to my office to	1		five different categories that these agreements could be
2		have her sign, he said that he had seen the property a	2		applicable to. And this one the box is checked for
3		couple times now and he was confortable.	3		Business/Industry. You would have done that, right?
4	Q	That would be prior to her signing the Punchase	4	y	Yes.
5		Agreement then on Nay 1st?	5	Q	Like, for instance, if this would have been a single
6	y.	That was at the same time.	6		family residence, you would have checked the box for RE,
7	0	Ckay. Again, on Page 5 of Exhibit 11, Paragraph 14,	7		residential; right?
a		other than shat you just shared with ne about Duame	0	λ	Correct.
9		saying he had been to the property a couple times and he	9	0	If it had just been a land transaction, you would have
0		was fine with it, did he, at any time, raise any	10		checked that box?
1		concerns with you that the property was being sold as	11	λ	Yes.
2		is? Bid he ever raise any concern about that?	12	0	Been a multi-family, like an apartment, you would have
3	x	No.	13		checked that box; right?
6	0	Did Mr. Renington over ask you whether he needed to have	14	A	Yes.
5		some concern and whether or not be needed some	15	Q	What's the distinction between a connercial and a
6		warranties or representations about the property? Did	16		business/industry? What's the difference between those
7		he ever ask you about that?	17		CWO?
8	A	Not that I remember.	18	A	Convertial would be to my understanding, is more of a
9	0	I'm going to show yos what I'm going to wark as	19		land, convercial land.
0		Eshibit 12.	20	0	Otay. Take a look at exhibit the last three pages
1.		(Exhibit 12 marked for identification.)	21		that you separately marked as Edubit 13 then. The
	0	Bryan, I'm showing you what I've market as Buhibit 12,	22		information identified on Rohibit 13, would that have
12			23		cone from you?
	٩,	and it appears to be the Exclusive Listing Agreement	23		Chele Litex your
22 23 24		and it appears to be the Exclusive Listing Agreement that you would have signed with Nr. Grimm in July of	24	A	Yes.

	Page 122 business industry. Then underneath it says Status. It	1	Q	Page 12- Yeah. Did Duane ever ask to see it?
	그 같은 이상은 것 같은 것 같은 것 같아요. 그는 것 같아요. 같아요. 김 왕님은 것 같아요. 같이 같아요. 같이 같아요. 같이 많이 나는 것 같아요. 같이 많이		× ×	
	says, Sold Inner Office. What does that mean?	2	A	No.
λ	That means that I listed and sold the property.	3		Did MeLody?
- 32	그는 것 같은 것 같은 것 같아요. 그는 것 같은 것 같은 것 같은 것 같이 가지 않는 것 같이 많이	100	10	No.
Č.	가가 잘 망면 전망 것 같아요. 것 것 같아요. 한 것 같아요. 한 것 같아요. 아님이 것 같아요. 상태한 것 같다.	1.5		Bid you when you net with Nr. Remington on
		1.1	1	April 27th, did you have any did you cone to any
	이 같은 것은 것은 것은 것은 것을 것 같은 것을 가지 않는 것이 가지 않는 것이 가지 않는 것 같은 것이 같이 없다.	115.		understanding or appreciation as to what Mr. Hendsgton's
λ				background would be?
- 52	STAR WITH AND ME AND AND A STAR STAR	12.5	1	No.
	[3] B. Colorenza and an analysis of the state of the s			Did he share with you whether he had any background in
٨	Correct.	1.00	<u>, a</u>	ruming a small business?
0	Okay. If you do down to where it gave Fratures about	10.0	x	80.
1	그 같은 해방 것 같아요. 한 것 같아요. 아들것 이 같았는 것 같이 많은 것이 것 같아요. 이 집에서 가지 않는 것 같아.	1.1.1		Mr. Beandsley used the term earlier today "cap rate",
3		1.2	्	Did he ever use the term "cap rate" and ask you about
0	TRUE ALLASS AND A STATISTICS AND ALL HAVE AND A POINT OF A	1221		the cap rate for this property?
30	이 가지 수요 이 것 같아요. 가면 것이 안 날 것 못 밝혀서 잘 받았다. 김 야간이 많았어?	1.1.1	٨	No.
		17	0	And if you had been asked by Mr. or Mrs. Realington for a
		18	<u> </u>	copy of financial information, would you have provided
	you	12.0		it to them?
A	Yes.	20	A	Absolutely.
0	Okay. Ezyan, I'm going to show you I'll show it to	21	0	When is the first time Nr. or Mrs. Remington asked to
	you and see if you can identify it, if you can. If you	22	10	review any of the financial information for the Nild
	can't, otherwise I won't mark it. Have you seen this	23		Bill's Carpground?
	docunant. before?	24		Now to be fair, there's on Exhibit 8, Bryan,
Å	Yes.	25		there's a note of June 19th.
140	Page 123		745	Page 125
Q		1	*	Yes.
۸.		2	Q	Rould that have been the first time?
-		2.5	Å	Yes.
Q		4	0	Bid he tell you why, on June 19th, he wanted to see the
	이라지 않는 것 같아요? 정말 감소 것 같아요? 정말 가지 않는 것 같아요? 전 전 것 같아요? 것 같아요? 나는 것 같아요?	25		financial information for the last three years?
		1.5	x	He said that things were not adding up.
2			0	Well, did he give you at this point in time he had
		2.6	623	been in possession for about five weeks, right?
9		1.12		Yes.
	222320	122	0	Did he give you any more detail on to what he meant,
ъŝ		2.0	-	things weren't adding up?
	4 G T X X X X X X X X X X X X X X X X X X	1.9		That the sales were not what he thought they should be.
0	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	0.2	0	Well, had he, at any time prior to June 19th, given you
	이번 전문 동안은 가지 않는 것은 것이 같은 것이 같은 것이 같이 많이 많이 많이 많이 많이 없다.	28		any like a business case or a business plan that he
		1949		had put together for his operation of this campground?
- 208		133		I'm sorry. Say that again.
۷.	그가 가장님은 것은 요즘에서 가지 않는 것 같아요. 아이들은 것은 것 같아요. 한 것 같아요. 한 것 같아요. 아이들을 것 같아요. 아이들을 것 같아요. 아이들	1.83	8	At any time prior to June 19th let me phrase my
		153		question this way, Bryan.
		225		You mentioned that Resington said to you things
		182.	ар. 1	aren't adding up; is that right?
¥	전 10 여러 알았던	25		Yee.
	did he ever ask to see the information that I've	23	*	Bid he give you any point of reference as to shat he expected the sales to be?
		6.5		capecied the sales to be:
	generally marked as Exhibit 14?	24	1	No.
	0 A A 0 A A A A A A A A A A A A A	 So what I see, and what I've marked as Schibit 13 then, this would be the NES document, and that document. continues to change over time from the time it's listed to the time it's sold then? A Correct. So this would be the iteration after the property sold then? A Correct. C Ckay. If you go down to where it says Festures shout right below the midpoint; do you see that? Yes. C Gkay. Where it says, Documents on File, it lists financial statements, equipment lists, profit and loss statements. Would you have had that information in your file from the time you listed it or not? Co would you Yes. C Gkay. Eryan, I'm going to show you I'll show it to you and see if you can identify it, if you seen this document before? Yes. Page 123 Would that have been part of your file? Yes. Page 123 Would this information have been information that had been provided to you by Seith Grimm? Yes. A defrom the time you bad the Listing Agreement algoed, would you have had this information evailable in your file? Yes. And as a Realtor or as a booker, I should say, pardem me, you don't do anything to suthenticate or validate information that 's presented to you by clients, do you? A Yes. O And as a Realtor or as a booker, I should say, pardem me, you don't do anything to suthenticate or validate information that 's presented to you by clients, do you? A Yes. O Goay. And the summary sheet that 's prepared here, would that have been a summary sheet that you propared? Fage i of Schibit 14. Yes. 	 So what I see, and what I've marked as Schibit 13 then, this would be the NES document, and that document. Continues to change over time from the time it's listed to the time it's old then? A Correct. So this would be the iteration after the property sold then? A Correct. Chay. If you go down to where it mays Features about right below the midpoint; do you see that? A Yes. Q Gkay. Where it says, Documents on File, it lists (financial statements, equipment lists, profit and loss statements, Rould you have had that information in your file from the time you listed it or not? Or would you A Yes. Q Gkay. Exyan, I'm going to show you I'll show it to you can if you can identify it, if you can. If you can't, etherwise I won't mark it. Have you seen this document before? A Yes. Q Muld that have been part of your file? A Yes. Q Muld this information have been information that the been provided to you you show that file from the time you bad. I've marked as Eshibit 14, and these documents are Bates stamped BK/MOX 0053 through 0055. Would this information have been information that had been provided to you by Xeith 0:im? A Yes. Q And as a Realtor or as a booker, I should easy, paredmane, you don't do anything to submenticate or validate in your file? A Yes. Q Mud as a Realtor or as a booker, I should easy, paredmane, you don't do anything to submenticate or validate in your file? A Yes. Q Mud as a Realtor or as a booker, I should easy, paredmane, you don't do anything to submenticate or validate in formation the 's prepared here, would 'the taxe been a summary sheet that 's prepared here, would 'that have been a summary sheet that you propared? Bage 1 of Eshibit 14. Yes. Q And at any time after you first net Duase Realington on 	 So shat I see, and what I've marked as Schibit 13 then, this would be the NES document, and that document. Continues to change over time from the time it's listed to the time it's old then? Correct. So this would be the iteration after the property sold then? Correct. Corr

_			_		120.,12
1		Page 126 prepared where he would have forecasted what the asles	1	٨	Page 12 No.
2		vere going to be?	2	0	Bad you ever had any conversation prior to the time of
3	A	No.	1	62	closing with Duane Remington as to vio operated the foo
4	0	Did you wake any inquiry of him what he meant by the	4		and beverage side of that business historically?
5		tern "things aren't adding up"?	5		I believe we talked about a little bit during the
6	x	I believe what he said is that they were they were	5	1	Purchase Agreement, because Keith had used a third
7		not getting as much sales as he thought they should be.	7		party.
a	0	Did be mention whether he meant sales meaning compground	8	0	Do you recall historically when Weith had used a third
9		or cabing versus food sales, beer sales? Did he tell	9	1	party to do the food and bewerage side of the business?
10		you what type of sales they were?	10	A	It was the previous year.
11	λ	No.	11	0	So 2016 then?
12	0	N any time prior to June 19th of 2017 had Nr. Hemington	12	À	Yes,
13	*	ever made any inquiry of you as to what he might expect	13		210
14		for sales to be on a weekly or monthly basis?	14	Q	Did Mr. Rerington at any time you wave present in the
15	λ	No.	1.55		company of both yourself, Duame, and Keith Grimm, was
16	n		15		there ever any conversation that you overheard where
17		Ofr. Resington left the deposition room at this	16		Mr. Menington made any inquiry of Meith Grinn as to how
	20	time.)	17	10	that third-party food and beverage had worked out?
18	a.	A question Nr. Beardsley asked earlier today about when	18	A	I don't recall,
19		the transaction closed.	19	0	Now when Mr. Romington began running the business after
20	2	(Exhibit 15 marked for identification.)	20		the time of closing in May oE 2017, did you come to have
22	Q	I show you Exhibit 15. Is this a copy of the Settlorent	21		any understanding as to who was operating the food and
22	20	Statement evidencing the closing of this transaction?	22		beverage for hin, or he and his wife, I should say?
23	à	Yea.	23	*	I just assumed they were.
24	0	And it says the mettlement date of May 12th of 2017.	24	Q	Okay. But did he ever tell you that?
25		Would that have been the closing date them?	25	A	No.
1	λ	Page 127	14		Page 12
	- 352		1	Q	Did you core to any understanding between May 12th of
2	Q	And after that date, Nay 12th of 2017, did you have any	2		2017 and the time that Donne came to see you on July 6th
3		further conversations with Mr. Resington prior to	3		of 2017 how much time Nr. or Mas. Remington were putting
4		June 19th of 2017 when he care to your office and asked	4		in to the campground on a daily basis?
5		about financial information?	5	v	No.
6		Mr. Remington re-entered the deposition room at	6	Q	Did Mr. Remington, at any time prior to purchasing the
7	-35	this time.)	3		campground, over inquire of Keith in your presence as to
8	x	₩о,	8		how much time he should expect to have to work on a
9	Q	Then on your notes on July on Exhibit A suggest that	8		daily basis at the cappround?
10		on July 6th of 2017 you had another meeting with	30	x	No.
1		Mr. Renington; is that right?	11	Q	After July 6th, the next reference you have to a meeting
2	λ	Yes.	12		with Duane was on April 4th of 2017. Tell me about that
3	0	At any time from June 19th up until July 6th do you have	13		meeting.
4		any recollection of meeting with Mr. Regington?	14	A	On August 8th or August 4th?
5	λ	I do not.	15	0	August 4th, yeah.
6	0	Okay. And your notes just generally reference meeting	16	λ	Okay. Mr. Remington showed up at my office and just
7		with Duane to go over questions he had on the financial	17		what I said there, threatened to do an sudit, get a
8		statements. What kind of questions did he give to you,	18		lawyer. He asked for the 2016 tax return, which I than
		have for you?	19		requested from Mr. Grimm.
		We talked about the what I remember of it is we	20	Q	Gkay. And at the time that the original Purchase
9	x	He counted davat the since I standards of 21 an an	10.00		Agreement was signed, would you even would you have
9	*	talked about the beer sales and the food sales.	21		-Querent in address les sum instru los mite
9 10 11	х 0	16 NG 2011년 17 NG 10 NG 10 NG 12 NG 2011년 18 NG 2011년 18 NG	21 22		had a copy of Mr of the tax return for Wild Bill's
19 20 21, 22		talked about the beer sales and the food sales. Now prior to the time of closing, had you over been privy to any conversations with Doare Semington when	0.022		그 같은 것 같아요. 그는 것 같아요. 이렇게 집에 가지 않는 것 같아요. 가지 않는 것 않는 것 같아요. 가지 않는 것 않는
19 20 21 22 23 24		talked about the bear sales and the food gales. Now prior to the time of closing, had you over been	22	٨	had a copy of Mr of the tax return for Wild Bill's

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1		Page 130 Nr. Resington when he asked for it?	1		Page 13 Vas?
2	λ	I had to call up Meith to get it. Then, yes, I provided	2	A	No.
3		it.	3	0	Did they ever ask at any time what you knew about the
4	Q	When Mr. Remington threatened to do an audit, get a	4		operation of the Wild Bill's Carpyround?
5		lawyer, did he tell you why?	5	λ	Not that I know of, no.
б	λ	Yes.	6	0	Did they ever ask you shat your assessment of the
1	0	What did he tell you?	7		financial information was for the Wild Bill's
.8	λ	So said that the it just wasn't making as much money	8		Carpground?
9		as he thought it was going to.	9	λ	No.
10	0	Did he over quantify for you what he thought it was	10	Q	Other than having walked through the property any number
11		going to make?	11		of times over a ten-year period, had you ever done
12	à.	Not that I remember.	12		anything, Bayan, to make some personal assessment as to
13	0	Okay. Did you ever inquire of Hr. Remington how he was	13		the business opportunity available at the Wild Bill's
14		operating the bosiness from the time he had taken	14		Carpground?
15		possession in May of 2017 up until now we're into early	15	A	How do you mean?
16		August of 2017? Bid he talk to you about what he was	16	0	Well, had you ever sat down and looked at it and said if
17		doing up there?	17		I owned this, this is what I would do different? Did
18	N.	No.	18		you ever do that?
19	0	Gkay. Bid you know he wasn't even staying up there at	15	A	Yes.
20		night? Did you understand that?	20	0	You did?
21	λ	I did not know that.	21	A	(Sodded.)
22	Q	Then on August 14th you must have had your last meeting	22	0	Did you ever give any suggestions to Keith about what he
23		with Mr. Remington then?	23	100	should do differently at the corpground?
24	λ.	Yes,	24	A	Adding cabing.
25	0	Be care in, picked up the tax return. Did you have any	25	Q	Okay. I was going to go down that path. At some point
1		Page 131 discussion about what was in the tax return?	1		Page 13 in time from the time that Smith bought it to the time
2	λ.	90.	2		it was sold, there was some, like, little stand-alone
3	0	Did he have any more additional questions for you about	3		sleeping units, put it; right?
4		his concerns about the business?	4	x	(Nodded.)
5	λ	Just, again, that it wasn't making enough.	5	0	That was an idea that you gave to Reith?
6	0	Okay. Again, did he ever quantify for you what he	6	۸	I think he had it, as well, because he had already built
7		thought it should be making?	7		two.
8	λ	Not that I recall.	6	Q	Okay. Other than that, did you ever make any other
9	0	Did he ever tell you how much he was waking during the	9		suggestions to leith as to things he might want to do up
10		2015 calendar 2015 sumer season?	10		at the campground?
11	٨	No.	11	٨	No.
12	0	Did you have any ability to judge how Remingtons were	12	a	For instance, when Mr. Grimm outsourced the food and
13		doing in relation to how Grian bad done in the past?	13		beverage side of the business, was that a suggestion you
14	A	No.	14		had nade to him?
15.	0	After August 24th of '17, did you meet with	15	A	No.
16		Mr. Remington any additional times?	16	Q	Did you ever make a suggestion to Duame or Nelody
17	Å.	No.	17	250	Remington as to whether or not they'd want to be their
18	Q	I want to talk to you for a moment, if I can, Bryan,	18		food and beverage responsible for their food and
19		about Bshibit 2 that Mr. Beardsley showed you earlier	19		beverage? Did you ever have that conversation with
20		today. And in particular I want to focus on the last	20		then?
21		bolded paragraph towards the bottom of the page where it	21	A	No.
		saya, Agent Coligations.	22	Q	On the third line under this Agent's obligation towards
22		Did Nr. or Mrs. Remington, at any time prior to	23	92	the latter part of that physes it says, kind of, three
22 23 24		the time of closing, ever make any inquiry of you as to	24		ellipses, and it's respond honestly and accurately to

1			_	_	13413
1		Page 134 Bid Duane Remington, at any time from the time you	1	6	Page 13 Horse Creek Campground? Is that what Wike was talking
2		met him an April 27th up until you closed on May 12th of	2		to you about?
3		2017, did he ever ask you any questions as it concerned	3	A	Yes.
4		the campground at all?	4	0	Was that Horse Creek?
5	A	No.	5		Norse Thief.
6	0	Did you ever provide any information ever provide	6	0	And that's the one up next to the restaurant or off
7	20	information to Mr. Reminston that wasn't truthful and	7	- 27	by Sheridan, right?
		accurate to the best of your knowledge?	1		No.
9	A.	No.	5	õ	Oh. Where is Horse Thief at or Horse Creek at?
		그는 것이에서 안 없는 것 것같은 물건을 한다.	10	Å	It is on the road to Sylvan Lake.
10	Q	Can you think of a single question that Duane Resington	1.1	133	같은 방법에 관계 전쟁을 다른 것을 받았다. 같은 것은 것은 것은 것을 드러나 가지도 하는 것을 다 하는 것이다. 나는
11		asked you from the time you set him on April 27th up	11	0	Is that a campground similar to Wild Bill's or is it
12	-33	until Nay 12th, 2517 about the dampground?	12	12	dissimilar?
13	ð.,	I can't think of anything.	13	x	It's bigger. It's similar but bigger.
14	Q	Did you communicate with Nr. Remington at all by e-mail	14	0	Bigger, okay. And prior to Mike asking you about that
15		or any other written form?	15		today, had you any familiarity with that sale?
16	y.	No.	16	y	No.
17	Q	Mr. Deardaley asked you some questions today about	17	Ŷ	You hadn't seen Hr. Gene Recaley's expert witness report
18		Seller's Property Disclosure Statement. Do you remember	18		he had done before?
19		those guestions?	19	A	No.
20	x	Yes.	20	Q	Do you know wether or not there's a separate living
n	Q	Yes?	21		quarters or separate house on that property?
22	x	(Noddad.)	22	A	Yes.
23	0	And the Seller's Property Disclosure Statement is	23	Q	Three is?
24		something that's required under South Dakota law, right?	24	A	Yes.
25	x	Yes, for a reaidence.	25	Q	So there's a house on there other than just a living
-	-	Page 135	-		Page 13
1	Q.	In certain applications, correct? For instance, if you	1		distors;
2		have a residence that has more than X mumber of units,	2	A	I'm sorry. No. I apologize. No, there's living
3		you don't have to use one; right?	3		quarters above the store.
4	λ	Correct.	4	Q	Above the store?
5	Q	Now on this property, I mean, there were cabins and	5	A	vb-huh.
6		stuff; right?	6	0	Okey. At any time price to this litigation being
1	λ	(Nodded.)	7		commenced, I think, in January of this year, in the
8	0	But would those, under your understanding of the law,	8		conversations you had with Duane Remington, had he ever
9		would these have required a property seller's disclosure	9		raised an issue as it concerned the South Baketa
10		statement, these cabins?	10		Department of Transportation right-of-way issue?
n	λ	30.	11	A	I haven't, mo.
12	Q	And why not, Bryan?	12		MR. NCONET: Take about five minutes. J think I's
13	λ	Again, they were overnight cabins and they were income.	13		done with, Bryam. I just want to run through a couple
14	0	Have you ever, in a sale of a carpyround, ever used a	14		things. Make sure I didn't wiss anything. Can we just
15	2	seller's property disclosure statement before?	15		take about five?
16	λ	I have not.	16		FR. HENRISLEY: Yeah.
17	0	Have all of the other campgrounds you have sold, have	17		(A recens was taken at this time, 3:05 p.m.
18		they had some sort of a living guarters before?	18		the deposition resured at 3:17 p.m.)
19	A	Tes.	19	a	(By Mr. Nooney:) Mr. Iverson, I an showing you shat
20	123	Have you sold any other husiness, Bryan, over the years	20	*	(by R1: sourcy:) with recessing 1 an anothing you wild. The marked as Exhibit 16.
	Q		100		
21		other than a compground that night have had a living	21		(Exhibit 16 warked for identification.)
22		quarters attached to it? Like a notel, for instance?	22	9	And, generally, what are these two pages?
23	A	No.	23	λ	A Certificate of Real Retate Value that is done at the
		ritau line Recorded ou actual tone crued tone shout T	24		closing.
24 25	0	Okay. Wr. Reardsley asked you some questions about, I think it was the was it the Horse Thief Canpground or	25		Nould this have been a document that would have been

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1		Page 136 executed at the time of closing by the Remingtons and	1		Page 14) tell her to backlate theo?
2		Ver. Oxim?	2	1	We already had them dated the 27th, yes.
3	A	Yes.	3	Q	So you backdated then and she signed then?
4	Q	Now if this had been a residential property, how would	4	3	Yep.
\$		it have been different?	5	Q	Bryan, if a prospective boyer used financial information
6	Å	The comer-occupied boxes would have been different.	6		that is not accurate, whether or not he reviewed that,
7		MR. NOONEY: That's all I have. Thank you	7		that's incelevant, isn't it?
8		Mr. Iverson.	8		MR. EMINESON: Objection, form.
9		FR. HEARDSLAY: Just a couple questions.	9	A	Please repeat it.
10	FUE	THRE EXAMINATION BY MR. BEARDSLEY:	10	0	(By Mr. Beandsley:) Sure. If a prospective bayer
11	0	Bryan, you indicated that prior to the transaction with	11		requests financial information through income and
12		Remingtons you had drawn up a Purchase Agreement four	12		expense reports and those reports are not accurate, it
13		separate times for the sale of Wild Bill's; do you	13		would not have any bearing on his decision anyway, would
14		remember that?	14		it?
15	λ	Yes.	15		MR. EMLANDSON: Objectics, form.
16	Q	And can you tell we why these prior negotiations failed?	16	A	I'm not sure what you want me to answer. I apologize.
17	A	Price,	17	0	(By Hr. Beardsleys) The financial information provided
18	0	And on each of these were they offered to be sold on a	18		by Mr. Griam, if it was not accurate it would be
19		Contract for Deed?	19		worthless to anybody, wouldn't it?
20	x	No.	20	A	Yes.
21	0	And on each of these four prior occasions were the	21	0	And you testified that at the time the Purchase
22		buyers represented by an agent?	22	, ⁶⁶	Agreement was signed, April 27, 2017, you had access to
23	λ	On two of them.	23		all of these financial documents; do you remember that
24	0	Do you remember the agents?	24		testinony?
25	λ	I do not.	25	λ	Yes.
14.	26.24	Page 139		1	Page 14
1	Q	You answered a bunch of questions from Mr. Nooney about	1	0	Okay. Sir, then in a subsequent meeting with
2		conversations with Duane Renington prior to the	8		Mr. Rendrgton when he requested that information, why
3		execution of the Purchase Agreement, and I just want to	3		didn't you provide it at that meeting?
4		confirm that your testimony here boday is that he didn't	4	λ	We did not ask for it.
5		ever ask you about the fair value of this property?	5	Q	Subsequent to closing, when he had a meeting at your
6	λ	Before the execution of the contract?	6		office in June, I believe, he requested the financial
7	0	Yes.	9		information; correct?
8	A	No.	8	A	Yes.
9	Q	And you did not tell him that Keith Grimm was making	9	0	And you told him that you didn't have it. You had to
10		between 240 and \$245,000 a year in three and a half	10		get it from Weith; isn't that right?
11		maths?	11	A	No, that was in August.
12	٨	Not that I recall.	12	0	So you didn't have access to the financial information
13	Q	On Exhibit 9, Number 5, there's reference to a well	13		the entire time?
14		test, SD DEMR? Do you know what explain that to me,	14	Å	Por 2016 I did not, when he asked me for 2016 in August.
15		will you?	15	0	And you don't know how many hours Duane and Melody
16	λ	The compground is required to send in a water test. I	16		worked that campground, do you?
17		believe it's once a nonth.	17	A	I do not.
18	0	And, sir, if Nr. Grimm was altering the water before	18	Q	You testified that you made suggestions to Keith on how
19		sending it in for approval, that would be improper,	19		to run that business. Approximately when did you do
20		wouldn't it?	20		that?
21	A	Yes,	21	A	I don't know.
22	Q	Nere you ever aware that Mr. Grinn was doing that?	22	Q	Do you have just a guess on a year?
23	λ	No.	23	A	I can't.
	1.00	So when Nelody came to your office on May 1st to sign	24	0	So you took the time to evaluate the business and care
24	Q	so wise twendy case to your orrites on way use to main	64		or just cost end one of orthogon the harmone and care

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1		Page 142 profitable; is that fair?	1		Page 14 talking about, was that a limited or dual agency
2	λ	Yes.	2		transaction?
3	0	And Grimm didn't rent out the living quarters as a part	1	٨	Yes.
4	÷.	of his business to make a profit, did he?	4	0	Do you know if the living guarters that were described
5	λ	I don't know.	5		with the compround, were they ever used as a family
<u>.</u>	0	That's fair.	6		deelling?
7	×	MR. HEANDELEY: Thank you for your time. I don't	1	λ	No.
8		have anything further.	1	15	Are you assee that they were or not?
9		THE WITHESS: ORay.	1.5	Å	They were not.
2			3	0	
22		NR. ERIANDSON: Mr. Iverson, I'm jost going to ask	10	10	How many living cabins are located on that property? At the time of the sale there was seven.
11		a couple questions here. I want to clear a few things	11		이 같은 것은 것 같은 것은 것이 같은 것은 것을 것 같은 것을 했다.
12	28	up.	12	0	Gkay. There was also was it a duplex?
13	EG	WINKTICH IN MR. ERLANDSON:	13	x	Yes. That's two of the seven.
14	6	Turn to Edihit 3.	14	0	Gkay. Do you know if any of those cahins were ever used
15	y	(Complied.)	15		as family dwellings or a residence?
16	Q	First of all, correct se if I'm wrong, are there	16	7	No, they were not.
17		basically in your representation of clients in the real	17	Q	Take a look at Bshibit 2. Mr. Beardsley talked to you
18		estate industry they fall into three categories. You	18		about that for some time.
19		represent exclusively the buyers, exclusively the	19	Å	(Complied.)
20		sellers, or you can enter into a limited or dual agency	20	0	And this is a form that's basically drafted by the South
21		transaction; is that convect?	21		Baketa Board of Realtors that is used and adopted by the
22	1	Correct.	22		Black Hills Board of Realtors and all the agents that
23	Q	And Exhibit 3, what's that exhibit titled?	23		fall underneath that group; is that fair?
24	x	Bayer Agency Agreement.	24	A	Yeg.
25	0	Gkay. And does this apply exclusively to one of those	25	0	And it appears to be three different sections to this
		Page 143	-		Page 14
1		three types of transactions or representations?	1		Agency Agreement Addendum; is that connect?
2	x	Yes.	2	λ	Yes.
3	0	Which one?	3	0	And the first one locks as if it applies where the
đ	λ	The dual limited I'm sorry. This right here?	4		knower represents either the seller and or landlord
5	0	Yes, Exhibit 3.	5		or the hyper/tenant?
6	λ	This is more of a Dayer Agency Agreement that would be	6	λ	Correct.
7		for if I was showing someone multiple properties. An	7	Q	And the second section: If the broker appoints an
8		exclusive agreement to represent buyers.	8		associate licensee to represent the seller/landlord or
9	Q.	Okay. This is where you only represent the buyers; is	9		isuyer/temant; is that correct?
10		that correct?	10	A	Correct.
11	λ	Correct.	11	Q	Then the third category: If the buyer/tenant is
12	0	And under Number 8 it indicates the terms of this	12	ęz.	represented by a broker wants to sell or see a property
13		agreement, in any event; correct?	13		of a seller/landlord being represented by the same
14	x		14		broker, correct?
15	0	And when would it have expired?	15	A	Correct.
16	à	May 31st.	16	0	So is Section 3 applicable to dual or limited agency?
17	0	Or the completion let's mee, where are you at here	17	λ	Yes.
18	*	or the completion of the acquisition of the property;	18	0	And what about Section 1? Would that apply in this
19		carrect?	19	1	instance?
20	A.		20	λ	If I was the sole representative of the buyer or seller.
	-		20	0	
11	8	Moten was that?	21	v	What wasn't the case, though, in this particular instance?
22	A	Nay 12th.	1.0		
23.	0	Of 20177	23	A	No.
1.0		Tes.	24		MR. EMLANDSON: I don't have anything further.
24 25	*	And was this transaction with the campground we've been	25		Thank you. Do you have anything?

_	Page 146		Page 1
1	HR. BEAFEGLEY: I don't.	1	STATE OF SOUTH DAROTS.
2	NR. ERIANDSCH: He'll yead and sign.	2	1 88. CERTIFICATE COUNTY OF PERMISSION)
3	(The deposition concluded at 3:32 p.m.)	4	
4	****	s	1, JEANNE S. COINS, Court Reporter and Notary
5		6	Fublic, South Dakota, dily commissioned to administer oath
6			certify that I placed the witness under ooth before the
2			witness testified; that the foregoing testimony of said
a			witness was taken by me is shorthand, and that the same ha
9		10	been reduced to typewritten form under my appervision; the
10		11	the foregoing transcript is a true and correct transcript
11		12	the questions asked, of the testimony given, and of the
12		13	proceedings had.
13		54	I further certify that I as not related to,
14		15	employed by, or in any way manufated with any of the
15		16	parties to this action, or their counsel, and have no
16		17	interest in its event.
17		18	Witness my hand and seal at Rapid City, South
16		19	Dakota, this 30th day of August 2018.
19		20	$\bigcirc S0$
20		21	your Olymon
21			овиние в. солия
22		22	By Considering Repires: 08/24/24
23		23	
24		26	
25		35	
1	Page 147 DEPOSENT'S SIGENTURE PAGE		
2	a more through the endowload descent		
1	I, Bryan Ivaraen, the undersigned deponent, have this day of . 2018 read the		
5	foregoing pages 1 through 146, inclusive, have made the		
Б	following charge(s) (if any) to said testimony, have stated		
2	my reason(s) for each change or correction, and have signed		
	below.		
9	Bryan Iverson		
10	Changes/Corrections		
11	W1.920 - 1779 00 F 310 F 34 00 F 37 00 F 27		
1.8	Page Line Desired change and russes therefor:		
13			
14			
15			
16			
17			
16			
19			
30			
21			
55			
33			
24			
25	(Use a separate short similarly designated for additional		
	changes, with aignature of deponent on each sheet.)		

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Wild Bill's Campground, Saloon & Grill

21372 U.S. Highway 385 Deadwood, SD 57732

Bryan Iverson Broker Associate Re/Max Results 1240 Jackson Blvd. Rapid City, SD 57702 (605)484-9422 Cell (605)341-4300 Office bryan9422@gmail.com





APP.092

Address 21372 US Hwy 385 Deadwood, SD 57732

Legal Description

Lot E ex H1 (.04AC) & H2 (.06ac) & Lot E-2 of HES 137 Acres: 11.21 Sec 18, Township 4 North, Range 4 East Tracts 0091-A & 0091-B Acres: 1.53 Sec 17, Township 4 North, Range 4 East

Property Tax Information

Lawrence County

Parcel # 14000-00404-180-02 Taxes Payable in 2016: \$4,798.40

Parcel # 14000-00404-170-15 Taxes Payable in 2016: \$1200.72

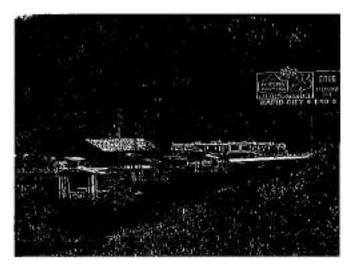
Total Taxes Payable in 2016: \$5,999.12

Listing Price: \$899,000

Description of Property

- 12.74 Acres
- Well with new filtration system
- 98+ Total sites
- 9 50 amp full hook-ups
- 16 30 amp full hook-ups
- 5 30 amp electric & water sites
- 14 30 electrical sites
- 11 pop-up/tent sites
- Numerous Tent Sites
- Duplex cabin each side has 2 beds, bathroom, kitchen, & fireplace
- 7 Sleeping cabins with 2 beds, table & refrigerator
- · Updated Shower/laundry house
- Play area
- Saloon & Grill
- Store
- Living quarters
- 3 Walking bridges & 2 driving bridges
- · Wi-Fi in certain areas of campground
- Malt liquor license
- Bear Butte & Strawberry creeks meet on the property
- Snowmobile Trail on property
- 5 miles from Deadwood





Duplex Cabin



1





Each Unit has the following:

- 2 Beds and Futon
- Gas Fireplace
- Bathroom with Shower
- Kitchen

- Table & chairs
- Parking next to unit
- Outside seating

6 Sleeping Cabins





- 2 Beds
- Refrigerator
- Table & Chairs

Camping Sites



16 - 30 amp Full Hook-up Sites



14 - 30 amp Electrical Sites





9 - 50 amp Full Hook-up Sites

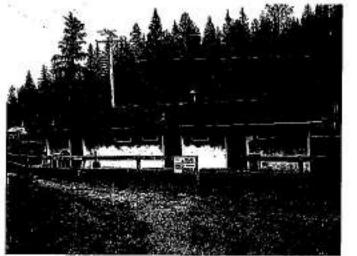


5 - 30 amp Electrical & Water Sites



Other Camp Sites or possible future expansion of Electrical or Full Hook-up Sites. APP.095

Other Features and Facilities





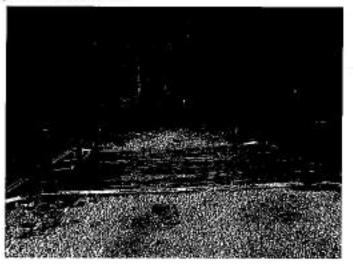
Shower House, Laundry & Game Room



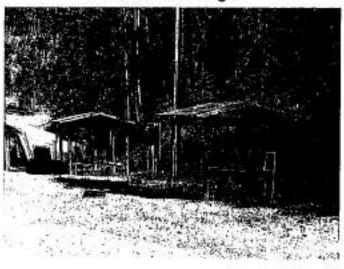
Well House and Filtration System



Building for Gatherings



New Drive Bridge



Part of the New Electrical Service

APP.096

Main Building



4

Main Building w/ Living Quarters



Saloon & Dining Area



Grill & Back Bar Area



New Covered Deck Area

ALL I HALLED



View of Bar & Dining Area



Custom Built Chairs & Tables

APP.097

Main Building

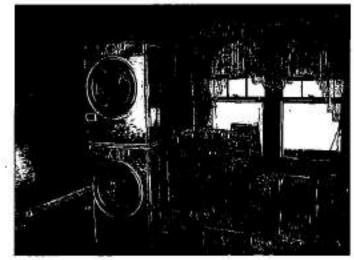


Kitchen in Living Quarters



Office/Bedroom and Full Bath

The Living Quarters main level: kitchen (pictured above), living room (pictured above, used as storage area and laundry), and bedroom with full bath (bedroom currently used as office and storage). Basement has 3 bedrooms, 1/2 bath and workshop area. Living Quarters is the back portion of the main level shared with the Bar, Grill and Store area and a full basement.



Storage & Laundry Room in Living Qtrs.

STATE OF SOUTH DAKOTA) IN CIRCUIT COURT Y COUNTY OF PENNINGTON 3 SEVENTH JUDICIAL CIRCUIT 51CIV18-000118 DUANE REMINGTON and MELODY REMINGTON, Deposition of: Plaintiffs, DUANE REMINGTON VB. WILD BILL'S CAMPGROUND AND RESORT, LLC; KEITH GRIMM; and BRYAN IVERSON, Defendants, BEFORE : Jeanne Speck Quinn Court Reporter and Notary Public Rapid City, South Dakota DATE: August 20, 2018 at 3:30 p.m. Bangs, McCullen, Butler, PLACE : Foye & Simmons, LLP 333 West Boulevard, Suite 400 Rapid City, South Dakota APPEARANCES : MR. MICHAEL S. BEARDSLEY Representing the Plaintiffs: Beardsley, Jensen & Lee 4200 Beach Drive, #3 Rapid City, South Dakota Representing the Defendant: MR. GREGORY J. ERLANDSON (Bryan Iverson) Bangs, McCullen, Butler, Foye & Simmons, LLP 333 West Boulevard Suite 400 Rapid City, South Dakota Representing the Defendant: MR. JOHN K. NOONEY (Wild Bill's & Keith Grimm) Nooney & Solay 326 Founders Park Drive Rapid City, South Dakota

-		Press &		-	2 Baga
AP2.	ENR	Dage 2 Dage 2	1		Page anything.
			2	h	That's fine.
N3.6	0.9	resents No. Nelody Menington	3	0	It's just really important that we get a fair and
			4		accurate transcription of what occurs here, okay?
		Plaintiff	5	λ	Chay.
			6	0	All right. So where are you furm?
		Hr. Bryan Iverson	17	ž	South Dakota.
		HC. DEPAIL LVDENOR	8	ô	And tell me a little bit about your background, your
		515752-021	1.5	У.	
		DeCendant	9		educational background.
			10	*	High school, some college.
		INDEX	n	9	Where did you go to college?
			12	A	National College of Scalness have in town.
213	1683	Bi PAOR	13	0	When was that?
			14	λ	I was 32. I'm 62 now. 30 years ago.
n	0640	8 RESIDENCES	15	0	Did you get a degree?
			16	A	No.
	E	cardination by MR. ERLANDION 3	17	0	What were you studying?
	16	n an	10	۸	Ducinees law.
	nes.	NARXED ON PAGE	19	0	How long did you go there?
in in		ter	20	λ	Year.
			21	0	And so you're looking for a business law degree?
		' No exhibits were marked during the deposition.	22	A	They thought I was going to. No, I wasn't. I was
			23	1	looking for an engineering degree.
		* * *	24	0	승규는 같은 정말 것 같은 것은 것을 것 같은 것 같은 것 같은 것 같이 있다.
			25	à	I was paying for myself and I ran out of noney.
			~		a na bahad na dhara na a na on ar anala
1		Page 3 DUNE MININGTON,	1	0	Approximately what year was that? Page
	-	수 전기 집중 요구 맛있는 아들이 많이 많이 많이 많이 많이 많이 많이 주요요. 영화에 가지 않는 것이 없는 것이 없는 것이 없는 것이 없다. 것이 없는 것이 있는 것이 없는 것이 없다. 않이	100	1	
2		lled as a witness, being first doly swom, testified as	2	A	30 years ago, beo thousand what's 30 years ago?
3		ilema:	3	2	VR. NOCHEC: 1987?
4	RO	WINNTION BY PR. ERLANDSON:	1	•	Screwhere around there.
5	0	All right. State your name, please,	5	Q	Okay. What did you do after that?
6	x	Duase A. Benington.	6	x	I started in the electrical industry with Brink
7	Q	Have you ever had your deposition taken before, wix?	7		Electric.
8	A	Yos. One time.	8	0	What did you do there?
9	9	And in what kind of case?	9	۸	I was a ground non up to a forema.
Ø	٨	What was it for? Haybe I didn't. I think it was	10	0	How long did you do that?
11		Hr. Nonnsy.	11	٨	To present. Not with Brink's. With Brink's probably
12		THE MITHESS: (To Mr. Nooneys) Did I give a	12		13 years.
3		deposition, Mr. Nonney? I don't know.	13	0	Move did you go after Brink?
4	A	I don't believe po.	14		I went to a company called Besler Incorporated here in
5	2011	192. HOCHEF: I have no recollection.	15		town.
6	x	Ch.	16	0	How do you spell that?
7	0	(By Hr. Exlandpoint) (Ray, Nell, you've been here for	17	ž	B-E-S-L-E-R, Incorporated. I was a foreman for then
8	*	the deposition of my client, Enyan Iverson, here this	18		until 194, I believe: 1994.
а 9			28	8	Until 1994?
		noming. The instructions that Mr. Beardsley gave apply	19	0	
10		equally to your deposition. The number one rule we wast	20	¥	Yeah. Or, so, I can't remember the dates, but I was
11		to make sure we follow is that if you don't understand	21		there for, I think, about 13 years.
12		my question, ask me and I'll repeat it for your skay, or	22	Q	Okay. Where did you go after that?
and the second se		zestate it in a different way.	23	A	
23		March .	24		Florida.
27	A	Yep.			

RAPID REPORTING (605) 343-0066

-					b
1	A	Page 6 Uh-huh.	1	λ	Several of them. Many of them,
2	0	day.	2	0	Okay. Ikw many hores have you purchaned, do you
3	٨	And I worked with them up to four years ago, and them I	3		believe?
4		worked for Dashiell Corporation, which is an engineering	4	8	Probably six, seven.
5		firm out of Nouston, Taxas.	5	0	All in South Daketa?
6	0	How do you apell that mane?	6	A	Yes, sir. All in Rapid City.
7	A	D-A-S-H-I-B-L-L, Corporation.	1	0	Did you use realtors?
8	0	What do you do for them?	8	A	Yes.
9	λ	I'm a manager for eite manager.	9	0	Ho would be some of the realtons you've used?
10	0	What does that entail?	10	ñ	The only one live used was Bryan's office. I can't
11	A	Building power stations and power transmission line and	11		remember now, Get back to me on that one. I'll think
12		thes service capacitor banks, HNBC yards. So	12		of it.
13	0	Okay. So fair to say that since you went to National	13	0	Okay. If you remember, let your attorney know.
14		Business College for that one year there, you've been in	14	A	Remember, I'm 62 years old, so I can't remember what I
15		the electrical	15	224	did yesterday.
16	٨	Yea, sir.	16	0	All right. Do you recall what years you would have
17	0	industry?	17	363	purchased or sold any of those hores?
18	x	Yen.	18	A.	No. I don't remember. Started back in '75, probably,
19	0	In some capacity or another?	19		175, 176.
20	Å	Yes.	20	0	You said you've lived in a lot of RV parks in the part.
21	0	And looks like you had about four or at least four or	21		Traveled the United States.
22	×	five john	22	0	And is that a hobby or part of your job?
13	λ	m-huh.	33	Å	That's part of my job.
N	~	up until now?	24	0	And so tell as about some of those parks that you've
15	Å	Yes.	25	¥	lived in and your experiences.
1	0	Page 7 Yes?	1	٨	Page I don't really what do you want to know?
2	Å	duat kept programming up.	2	0	Just kind of traveling all over for work and you'd
5	0	(Ray. What did you do to prepare for your deposition?	3	v	stay
4	ँ	And I don't want to know about any conversations you	4	λ	We'd just stay at an RV park. Bither an HV park or
5		might have had with your attorney, day?	5		notel, Dat I consed an RV. Stayed at RV parks.
6	x	Didn't do much to prepare for them. Just show up, tell	6	0	So prior to time of this Nild Sill's transaction you
7	1	the truth.	1	¥	would be familiar with NV parks, in general?
	0	All right. Did you review any documents?	B		Woll, not familiar with yeah, to some degree. I
2	25	같은 그 와 귀엽 것 않는 것 같은 눈가 가슴 것을 가지 않는 것 같아.	1.23	Å	말 것 같아요. 그는 것 같아요. 그 그는 것 같아요. 그 그는 것 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그
3	Å	No. I reviewed then prior to. I mean, not Right.	9		mean, I know what they are, but
1	QA	You know, months ago.	10	6	Suce. I've never ran ous or yeah.
2		Yoll we about your experience purchasing any kind of a	11	*	가 가 잘 하는 것 같은 것 같
3	0	business or business catity.	12	Q	Tell me about Wild Hill's. How did you first become name that it was on the warket?
			13		
4	x	Well, I wanted to retire, no I wanted a little nonething	14	Å	Igain, I wanted to retire. I wanted to find assething
5		to do on the side. So I've lived in a lot of XV parks,	15		to do, so we want driving around and we were going to
6		so I thought it would be fun to own one.	16		buy another one. That deal fell through, so we were
7	0	Okay. Prior to this particular transaction, which I'm	17		driving through the Black Wills and we stopped in to
8		going to call Wild Bill's Campground or Wild Bill's,	18		Wild Bill's, and Keith just happened to be there. So I
9		ohay? Had you ever been involved in any connexcial real	19		visited with Seith.
a	-	estate transaction?	20		My wife and I sulked in, asked him if he use still
1	*	ю.	21		wanting to soil because we knew it was on the Internet
2	0	Have you ever nade an offer before that on any	22		for sale, and he said, yeah. And I asked him if he
3	12	connercial property or business entity?	23		wanted to lease it. He said, no. I didn't west to
4	y	No. Residential, yes.	24		lesse it either, but so I asked him what kind of
5	0	Oury, And have you over purchased a hore before?	25		money he made. No bold we he made good soney, and an

-				-	101
1		Page 10 that kind of started us looking. So	1		Fage 1 think we cano up with the number of 300,400, and so we
2	0	Do you recall when that night have been?	2		had to call him back and say I can't I can't get the
1		That was prior to our hay date. About a month before,	3		300,000. It's 200,000 and we'd like to buy it.
4		1'd imagina.	4		And we asked him if he would take any money off o
5	0	Looking at your Purchase Agreesent, that was April 27,	8		the price, as to sky we paid full price. He wouldn't d
6		2017?	6		It because I didn't have the 300,000 and he would carry
2	x	Probably in Murch, I would may. Night have even been in	7		us for the full price.
		April. First part maybe.	1.	0	to you recall when that phone call was?
	0	When did you first meet Dryan Iverpon?	9	À	Oh, it was neveral days after we not. I can't remember
10	Å	When we had our first meeting when Neith, Keith told me	10	-70	that day, but it was in right around the first of
11		that they were they were going to use Bryan.	in		Arril.
12	0	and would that be the day you signed the Purchase	12	0	Rave any other conservations with his prior to the time
13	×	Narement?	13	~	you want and aigued the Purchase Agreement?
14		I helisva so.	14	λ	I think we stopped up there snother time - another
15	0	okay.	15		couple times and just kind of walked through the
16	Å	I can't remember, because I never I never stored	16		property.
19		that. I didn't think I've ever be sitting here, so I	17	0	non-property. How many times did you walk through the property prior
18		den't remember.	18		to signing the Furchase Agreement?
10	٨	But you remember signing the Purchase Agreement	19	٨	Probably three. Two, three. It wasn't ours yet so we
	0	Oh, absolutely. Yeah.	20	^	coulde't really get into anything and moop around, but
10	y	Let us finish my question, sir. You reventer signing	20		we did walk the property inspining also we'd do with the
21	0	the Purchase Agreement on a particular day, right?	22		그는 것이 있는 것이 집에 집에 집에 들어갔다. 것이 집에 집에 있는 것이 없는 것이 없다.
22			1203		place. Jure. And Hr. Iverson was never there during one of
23	y	Yes. But I don't remember shat day, because I do	23	0	전 것 같은 것 수는 것 같은 것은 것 같아요. 그는 것은 것은 것 같은 것은 것을 알았다. 것 같아요. 것은 것은 것은 것을 같이 없다.
24		zenerber signing it, yes. Bot	24	33	your walk-throughe, correct?
35	Q.	And you don't recall weeting Mr. Iverson before that day	25	A	So, air.
1		Page 11 you signed the Furchase Agreement, correct?	1	0	Page 1 Tell me the prior deal that you had made on a campground
2	à	Yes, I do. Yes, I do. When I not I did neet with	2	N.	that fell through.
	°	Bryan and but I can't remember what we discussed.	1		We were going to lease a compground from a little lady
3		Okay. I believe Wr. Twenton's testinous van the first	4		that oamed Caster Crury Horse Campround, and she was
1	Q		1.30		
5		time he ever met you was the day you signed the Purchase	5		going to lease it to us, but she made a mintake and
6	52	Agreement.	- 3.		signed a purchase agreement with some other people and
7	Y	And that could be, too. Not sign the peperwork, but	7		they held her feet to the fire and made her sell it to
8		just signed the Purchase Agreement. Okey, no. Yesh,	8	223	then.
9		you're kight. Yesh, probably was the first tire I not	9	0	Okay.
10	12	Min.	10	A	Who they now own and we're friends with. So
11	Q	Okay. So you were driving around sometime in March or	11	9	When was that deal?
12		maybe carlier April of 2017 and you mat with	12	A	Just prior to Wild Bill's, starting Wild Bill's.
13		Seith Grive; correct?	13	6	Sometime in Narch maybe?
14	*	Yen,	14	A	Barch probably, yes, six,
15	0	And tell we a little bit more detail about what you	15	0	Did you have a real estate agent?
16	-	talked about and the information you obtained from him.	16	*	No. I use dealing with her directly.
17	x	By wife and I walked in and we got visiting with him.	17	0	Wat. was her name?
18		Got around to he wanted to soll the property and we	18	A	Xin Chi. She was from Dallas, Toxas, and she comed
19		asked his how such he made per year. He said it was	19		Custer Craty Horae Compground.
20	53	235,000, and he made that in three and a half months.	20	Q	Did you actually get a purchase agreement?
	Q	Okay.	21	A	No. She already signed one with somebody else and they
	1	So that kind of prompted up to maybe we better pursue	22		put her feet to it. We never had anything. We weren't
22			23		going to purchase. We were going to lease it.
21 22 23		this. So I think later on we called and made Keith an	1.00	a na se	가지 않는 것 같은 것 같은 것 같아요. 이 것 같은 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 없는 것 같이 없다. 것 같은 것 같
22		this. So I think later on we called and made Keith an offer on or asked him if he would be willing to sell it to us with money down on a contract for deed. I	24	Q A	Okay. Did you have any papervork

1					141
1	0	back and forth about any of the terms?	1		Page 1 faulliar?
2	Å	No. We started getting the term papers going so she had	2	λ	Yen.
3		to sell it and everything was destroyed, but	3	0	And who was all there at that meeting?
4	0	Okay. All right, 'Tell we about - I think you said you	4	à	Buyan and Kaith and I.
5		went through the first time in March with Weith Grimm	5	0	Prior to the time you got there, had you done any
6		when you should up these, and you'd seen the property on	6		inspections of the property yourself?
7		the Internet; is that right?	7	λ	We looked at it.
		Yes. No know it was for sale. Lot's just gut it that	8	9	Okay.
,	0.00	www.		1	
0	0	Okay. And you drove up there, looked around, talked to	10		it, I nevet mie eboit until after I pirdatel Ib; The
u.		Weith, Ne'd given you some information. You had called	n	1	i started pitting letters from the state and f started
12		and did some negotiations back and forth, at least once?	12		(parting firs saratat vielts, shish jou would show how
13	A	With Weith, yes.	13		if 304 ballit the property until fittef the fait;
14	0	And those were over the terms, correct, of	14	- R	Periodes I didn't bein the property and built on whit
15	A	Jast other the newsy down and if he was willing to do a	15	1	the lightest way until I got a latter from the state.
16		contract for deed, and because I didn't have the	16		(3 4 Bitale been that tillage testel (b te th.)
17		money to buy one, so contract for deed was the way to go	17		emplisite beaute I've never cerel a constant before
8		for us.	10		will be the stand droved to bit all the polls to
9	0	All risk.	19		do ar he's point to ship as don. The's been fighting
0	Å	So I think when he told us shut kind of money he made,	20		with with the last shaple years in doit, and all the
11	^	that kind of had a lot of influence on us.	21		ner anit and, by gally, I'm galle to as it or half
12			22		<pre>state into as down.</pre>
13	Q	All right. So what did you do prior to the time you came well, scratch that.	100		So you didn't have any impections done
			23	ž	so you chan't neve any impercious done
14		Is it fair to any that you concluded your	123	0	prior to the let m
		negotiations and came up with a deal and went to	25	×	barton to clie tec ini
1		Page 15 Bryan Iverson to have him do the papersork?	1		Page 1' 101, SEMEDELEY: You've got to let him finish and
2		To some degree, yes. There was some other modes that	2		Den
3		was talked about at the closing that we was never	3		THE WITHESS: Ch. I'm sorry. Sorry. Sorry.
4		discussed.	4		107. HEARDELES': Slow down. Just
5	0	Okay. And just tell me about that. It's my	5	0	(By Nr. Brlandson) You didn't have any inspections
6	*	understanding you had a deal, at losst everyone thought	6	*	done before April 27, 2017; convect?
7		you had a deal, and then you went and had Mr. Twenson	2	\mathbf{x}	We were specie and any were consistent
8		help you out with the paperwork to get finalized?	8	~	And you went to Nr. Tverson's office that norming with
\$	λ	Basically, it was just somey down. It was \$17,000 that	9	×	the understanding that you were going to sign a purchase
0	•	they wanted ma to put down towards the purchase that I	10		agreement, is that concect?
			11	23	Yas.
1		had never that I hadn't thought of or know of or	12.0	*	1977 New management of the second
2		anything until I got there.	12	Q	Okey. And when you got there, tell me about what
3		Apparently there was repervations and we were	13	22	happened. Now did everything transpire?
4		we put it as down. We didn't have any choice on that.	14	A	Hell, I think we just had some idle chat. Reith was
5		So	15		patting heatde me, and before we signed before we
6	6	Right. Okay.	16		nigned I asked Keith, I said, Keith is this double? And
7		So you went over to Mr. Twenson's real estate	17		Keith looked at me and he goes, yesh, I did it.
8		office, is that connect, on April 20th9	18		Well, yeah, he did it. His payments weren't as
9	A	Yeah, when yes.	19		high as mine, and so, yes, he made it happen, but he was
0	5	And was that in the norming? Do you recall about what	20		under different circumstances. So when I oaked him if
1		time?	21		the place was worth it, and he said, shoolutely. So
2	x	I would say in the morning. I don't remember, but it	22	0	Okay.
3		see in the norming, eare.	23	٨	And than we signed papers, I remember.
M	0	I think the documents indicate that you signed at	26	0	Before you algued the papera, did Hr. Iverson make any
5		10 a.m. the noming of April 27th. Does that sound	25		representations to you about the property?

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1	2	Page 10 Yes. Shen we first met, my wife was with no. We work	1		Page 2 care up for the signing, so there uss the three of us,
2		in Bryan's office and I asked him we said, Keith	2		and then later on Melody care up for the signing and
3		nakos \$235,000 a year; is that right? Heyen said, no,	3		that's kind of where but I don't resolver I mean,
7		it's more like 240 to 245 a year. So, hay, that sounds	4		if I know we were going to go through this, I would have
5		a lot better.	5		
32			1.62		kept dates and averything also, but I didn't.
6	0	Suce. Shen was that meeting?	6	Q	That's my next question. You didn't have a calendar or
7	A	That was rade prior to closing.	7	2	notebook or anything?
a	Q	Okay. And I'm asking you about prior to the time you	0	y	No, sir.
9		nigned the April 27th, 2017 Durchann Agreement did	2	Q	Okay. It might be easier for me to just start going
10		Mr. Iverson noke any representations to you about the	10	-	through the documents, and I'll try my hest
n		property?	n	٨	Sare.
12	A	I don't understand your question. Mbout the property or	12	0	to kind of go in chronological order.
13		the price or what?	13		MR. EMLANDEGR: Off the iscoud for a second.
14	Q	About the price, about the deal, about the	14		(An off-the-record discussion was held at this
15	٨	The price. I just said the price, yes.	15		time.)
16	Q	So you said it was after. You said that meeting was in	16	0	Ckay. Take a look at Exhibit 1. It says, Real Estate
17		May	17		Purchase Agreement, Connercial/Agricultural; correct?
18	λ	That was before we	18	λ	Yes,
19	Q	Let no finish my question, skay?	19	0	And are your initials at the bottom?
20	x	I'n sorry. Sorry,	29	λ	Yes.
15	0	You've got to let me finish my	21	0	Bid you sign the sext page?
22	λ	I will.	22	A	Yes.
23	0	questãos	23	0	Do you believe you algord it on April 27th, 2017 at.
24	*	I will.	24		10 a.m.?
75	0	otherwise we're going to have a very long day today,	25	A	Yes,
-		Page 19	-		Paga 2
1		and maybe tomorrow; okay?	1	0	Did your wife sign it?
8	٨	Otey.	2	A	Yes.
3	9	I thought you said that the conversation you had with	3	Q	At that the?
٩.		Nr. Iverson was with your wife, as well	4	٨	Yes.
5	x	Yes.	5	Q	Do you know if ahe was there? These was some indication
6	0	in his office.	6		she night have not been present when you first net with
7	λ	Yes.	7		Mr. Iverson and Grimm at your office and that she night
8.	Q	And that was, through, in May; connect?	8		have signed it a few days later.
9	٨	1 don't revenber.	9	۸	It was later.
0	0	Your wife	10	Q	Okay.
1	1	It was prior it was prior to purchasing, because the	11	A	I'm just looking at the date here. I'm soury.
2		money was the very important thing for us. So Keith	12	0	All right. Did you zead this document?
3		told us 235. Bryan mays 240 to 245. So we take their	13	A	Yes.
4		word for it. I have an expert sitting there that I	и	0	And you understood by algoing this that Mr. Iverson was
5		don't know anything about, and I have an expert that's	15	2	a limited agent?
16		representing no belling no what this thing made, so	16	٨	Whatever that means, yes. He explained that to no, that
,		that's shat I have to go by.	17	15	he was a limited agent representing both myself and
	0	But your first contect with Mr. Tverson was April 29th,	18		Keith Grim.
3	×.	2017; correct?	19	0	Gkay. And it actually says here towards the hotton of
10	λ	I can't remember. I honostly can't remember.	20	*	the first somenabed paragraph here it says, Parchaner
11	0	Chay. And that's all I need.	21		and miller acknowledge that becker in the limited agent.
2	*		22		
		You were at his office and you said that	23		of both parties to this transaction as outlined in Parties 2 of the bound horses to Alexies . We use one
10		Keith Griwn was there, as well; correct?	23		Section 3 of the Agency Agreement Aldendian. Do you see that?
	1.10		- 260		104 5
85 M	A	When we when we first met Bryan, he wasn't with us. It was just Melody and I. During the close there Keith	25	A	Yes.

					422
1		Page 22 (Mos. Rewington left the deposition noom at this	1		Page 2 warm't anything woong with it and I imagent it, I'm
2		time.}	2		happy with it, I'm good. Then you don't need an
3	Q	And then if we look at the Agency Agreement Addendum,	3		inspection.
4		which is Robibit 2; do you see that there?	4		But I need to explain that these things case later
5	A	Yes.	5		on. Later on in the purchase it wasn't I walked in
6	0	And there's a Section 3 there, correct?	6		there and go, oh, the grates most to be reform. These
1	A	Yes.	1		were told to se at a later date.
8	0	And you spreed that he would be your limited agent as	8		I didn't know the basement flooded until 1 had a
9		outlined in Section 3 of Eduibit 2, connect?	9		meeting with Brandon Prealoy. That was later past the
10	A	Yes.	10		30 days. I was already screwed.
11	0	Whose idea was it to include the four iters under	11	0	And I don't want to go forward. T'n talking about on
12		inspections? Do you are that? Under Schibit 1.	12	8	April 27, 2017. I'm just
13	1	It wasn't ndme. I don't know. Bryan's?	11	A	180.
14	0	All right. In any event, it looks like if it wasn't	14	0	We'll get to that point.
15	*	your idea, someone provided some contingencies for you	15	à	No impaction, right, Okay.
16		so that you could conduct any kind of inspections that	16	0	All right. But you understood it was being sold as is
17		you might went to conduct; is that fair?	17	2	when you aigned this document?
18	1	Yeah. Wair.	18	A	Yea.
19	0	And you would have 30 days to conduct as many	15	0	And when you apoke with Mr. Grimm earlier, I believe it
20	*	inspections of whatever kind you wanted to conduct for	20	*	was in March, did he indicate to you that he was going
21		30 days, correct?	21		to be selling the property as is or
27	٨	Yes.	22	λ	He never rentioned that to me. I got as is through
23	0	and if any of these inspections, no matter what they	23		Beyan.
24	×	were, bed bugs, wood ticks, anything, weren't	24	0	(Ray. On that April 27th date?
25		satisfactory to you, you could get out of this deal and	25	A	Yes, sir.
-		Dage 23		-22.5	Page 2
1		renegatiate or terminate the contract; correct?	1	0	All right. And the terms that are contained in this
2	٨	Yes,	2		addends here, 1 through 10, did you have any questions
3	0	Rabibit 1 incorporates or references Addenda (0.; do you	3		or concerns about any of those terms?
4		see that?	4	λ	Ho.
5	λ	Where ano you at here?	5	Q	And did you ask any questions on April 27th, 2017 about
6	0	If you look at Page 2 of Eb&ibit 1.	6		any of those terms to Mr. Iverson?
7	A	Oh, yea. Yea.	1	٨	No. I don't believe I had any questions at the time,
8	0	And Addenda #1 is Exhibit 5; do you see that?	8	Q	All right. What was your time frame for closing?
9		Duane, if you turn to Rehibit 5.	3	A	Beginning of season because we had we had big
10	λ	This here?	10		payments to make so we wanted to close ASAP to get the
11	0	Yeah, keep going. Yhere you go.	11		ball rolling on the campground.
12	x	Okay,	12	0	And you closed on which day?
13	0	That's the adienda that's incorporated and part of	13	A	Hell, 27th whatever date we closed on. I can't
14		Rahibit 1, correct?	14		remember, I don't know. What's it may here?
15	x	Yen.	15	0	The information that we have indicates that you closed
16	0	And was that actually typed up by the time you got to	16		on May 12th, 2017
182	-5	the meeting on April 27th?	17	λ	Oh, Hay 12th, 2817 we signed
17		Ten.	18	0	is that xight?
	A	100.		150	
18	A O		19	A	May 12th.
18		and did you go over that with Bryan? Yen.	0.23	A 0	May 12th. Okay. So you migned the Purchase Agreement April 27th?
18 19 20	Q A	and did you go over that with Bryan? Yen.	19 20	123	May 12th. Okay. So you migned the Purchase Agreement April 27th? Cleased on the 12th.
18 19 20 21	Q	And did you go over that with Bryan? Yen. And Bryan went over it with you and discussed that the	19 20 21	0 A	Okay. So you migned the Purchase Agreement April 27th? Closed on the 12th.
18 19 20 21 22	0 2 0	And did you go over that with Bryan? Yen. And Bryan went over it with you and discussed that the compground was going to be sold as is with no warranty?	19 20 21 22	0 A Q	Okay. So you migned the Purchase Agreement April 27th? Closed on the 12th. Closed on May 12th, right?
17 18 19 20 21 22 23 24	Q A	And did you go over that with Bryan? Yen. And Bryan went over it with you and discussed that the	19 20 21	0 A	Okay. So you migned the Purchase Agreement April 27th? Closed on the 12th.

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1	0	Page 26	1	0	Page 2: And where was that meeting?
2	A	You.	2	à	Bryan's office.
3	~	That's about a two-week time period?	1	õ	Anyone else present other than Bryan and your wife?
1	÷.	Yee. Somewhere in these, yes.	11	Å	No.
2	~	성경 방법 방법 그는 가지 않는 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 없다.	12	- 324	
5	0	And you made a full-price offer for \$899,000; correct?	5	0	Did you keep any notes?
5	۸	No were basically told we had to pay full price because	6	A	No.
7		I couldn't come up with \$301,000 down. So Keith said he	2	Q	Did your wife keep any notes?
1		would take \$200,000 if we paid full price. So we had no	8	٨	No.
2		negotiating power. I couldn't even make an offer.	9	0	Did you pass that information on to anyone else after
20		8o	10		you had the discussion with Mr. Iverson?
n	0	Well, you certainly you could have, correct?	11		MR. HEAGDSLEY: When? I'm sorry, Just to clarify
12	y	No. He told me he wouldn't do it.	12		the time frame.
13	0	All right.	33	Q	(By Nr. Brlandson:) I'n sorry. Prior to closing did
M	λ	So if he told me no, gay means no in my book. I nean,	34		you go to anyone, perhaps, who night have been providing
15		you can alwaya ank, but	35		Einescing and say, you know, Bryan Iverson told me this
16	Q	Correct. And you didn't hire Mr. Iverson to negotiate	36		place makes \$240,000 in three and a half months?
17		for you, cornect?	27	h	Yes. I told what was going to be my partner that, but
18	λ	No, I didn't, because Keith said he wouldn't budge.	18		he decided he didn't want to be partners, so I took it
19	Q	All right. And you didn't hire Nr. Iverson to go look	19		nyself.
20		For other campground opportunities, did you?	20	Q	Okay. Who is that?
21	A	No, because we did our honework and this was the only	21	٨	Mis name is Neith Brink.
n		one that we were interested in.	22	0	Does he work at Brink Electric?
23	0	All right. Did you have any questions of Mr. Iversen	23	۸	No.
21	021	petre bo May after, 191117	24	0	Okay.
25		NEXT CONTRACTOR AND AND A CONTRACTOR AND	25	Ā	He come a femaling company. Pence Crafters.
_		Page 27	-	-	Fage 2
1	1	was worth it. Re said, you. Matha shes we sat down,	1	9	And no you told him, though, that Beyon had made
2		aid t know Broan don't remetar, apparently, bacause on	2		representations
3	- (3	set den eid did a cap - no, wo did a vep rate laber	3	λ	I did.
4	1	on, when we did the cap rate. Bit the only thing I	4	0	representations
5	1	remember alking Beyon is if the place was worth it, and	5	Å	Yeo.
6		he said be made 240, \$145,000 a year, Kaith did, and up	6		NR. BRARDSLER: Got to let him fizish.
7	- 3	would be time.	7	A	I'm merry.
8		So is admittedy who's representing me, or	8	0	about the profitability of the business, right?
,	17	supposedly representing no. I take that word as gaspel,	2		Yes.
	•	Con you give us a better idea of when this conversation	1.5%	*	CERTIFICATION CONTRACTOR CON
10	v		10	0	And making \$240,000 in 3.5 months sounds like a pretty
ц	2	occurred?	11	20	good deal to me.
12	x	I can't xemember when it was. To be homest, I just	12	*	Sounds like a really good deal to me.
13	25	don't renember.	13	0	Why did Meith turn it down?
14	Q	Do you know if it was before or after closing?	14	٨	Apparently he had it for 13 years and was tired of it,
15	λ	When he told me it made 245, it was before we did	15	- 20	is what he told me.
16		anything. The cap rate came, I believe, after we closed	16	0	Keith had what?
7		when I was questioning the financials.	17	¥	Capground for oh, Neith Brink?
8	0	Okay. Who else was at the meeting with Bryan when he	18		MR. MCCHEY: Brink.
9		supposedly told you that the property makes two	19	Q	Right.
20		iundred	20	λ	He couldn't come up with the down.
11	x	Hy wife.	21	6	Okay.
	Q	\$240,000 in three months?	22	Ä	Rrgo, the 300,000 I couldn't come up with. I could only
12		My wife. Three and a half months. Sorry.	23		com up with 2.
	λ	and the second se			
22 23 24	A Q	Okay.	24	0	During this discussion where you claim Mr. Iverson told

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1		Page 30 tell you if that was not or grous or explain that in any	1		they just weren't right,
2		fashion?	2		We ware working the property from 7,00 in the
3	λ	Gross.	3		norming until addalght; bith of us, seven days a stock
4	0	Gross. Did he tell you what it metted?	4		and we couldn't teach file mobiers. Locals said we
5	A	No.	5	1	nada we were doing the de the business that Keith did.
6	0	Do you have any idea how much it would have cost to	6		but for some resson he fefer?'t neklog It. And we
7		operate the compround on a yearly basis?	1		woren't epending it. In the sters working it.
8	λ	To some degree, but I thought if I could make 50, 40,	8	0	And I just want to be clear that I understand exactly
9		\$70,000 a year, 1'd he heppy out of retirement.	9	~	what information you had concerning the financials prior
10	0		10		to time of closing on Nay 13th, 2017.
11		verify my of those figures?	11		As I understand it, the only information you had
12	x	The reason I didn't ask for financials is because the	12		concerning the financials was a representation from
13		financials where you don't have anything well, they	13		Kr. Geim that he rade approximately \$235,000 in three
14			14		and a half months.
		have a lot to do with the pricing of it, but I wanted	82	2	
15		the cap rate so we knew what the capproved was worth.	15	^	Yes.
16		And I asked Bryan if it was worth it and I asked Keith	16	0	And you also
17		if it was worth the price and they both sesured me, yes,	17		HR. HRIANDSON: I'm sorry?
18		they were. So I can look at a financial statement and	18		MR. NOONEY: I didn't say anything.
19		it decan't tell me anything. If it made a half a	19	Q	(By Mr. Brlandson:) And you also indicated that you had
20		million dollars, I still don't know what the property is	20		a conversation with Mr. Iverson during which he
21,		worth. If you had a cap rate that talls you where the	21		indicated that the property made approximately, or
13		property is, what it's worth and so the financials	22		grossed approximately, 240 in 3.5 months.
13		don't man a whole lot to me because they don't tell the	23	y	Yos.
24		whole story. And if the financials are wrong, what good	24	Q	Correct?
25		are they anyway?	25	x	Yes.
-		Page 31			Page 33
1	Q	And do you believe that any of the financial information	1	Q	And as you sit here today, do you know for sure whether
z		that an provided to you was inaccurate?	2		that conversation with Mr. Iverson occurred before or
3	*	I de.	3		after closing?
4	0	And what was inaccurate about it?		x	I know it was before.
s	λ	I had Bryan or Frealey come to my office and he	5	Q	Okay. And then I believe you also sold that you asked
6		brought as his financial statements and I compared then	6		both Mr. Grimm and Mr. Ivecson if it was a good deal for
7		to Xeith's,	7		Acris
8	Q	Okay.	8	y.	If it was worth the money, because it's a lot of money.
9	A	They were different. I, at one point in time after	9	Q	Right.
.0		purchase, I asked Bryan what these miscelleneous charges	18	۸	So who else do I ask?
1		were on his financials. Habedy could explain it. You	11	Q	Well, I so you asked both of them and they both told
2		have a her, a restaurant, a cargground and you have	12		You yea?
3		miscellaneous fees on your financial statements? What	13	۸	Yes,
4		could it possibly be?	14	Q	And would you believe did you have an indication or
5		λ store, ber, and a restaurant and an HV park, I	15		believe that the celler might indicate to you if you
6		don't understand what could be ndscellencous.	16		were overpaying for the property?
	0	don't understand what could be miscellaneous. Okny.	16 17	A	were overpaying for the property? No, but I figured my real matate agent would because he
17	0 A		1.55	A	김정우리는 것은 전쟁이 이렇는 것은 것은 것은 것은 것을 가지?
17 18	0 1 0	Gkay.	17	A Q	No, but I figured my real estate agant would because he
17 18 19	0 X Q(X	Gkay. I den't know,	17 18	а 0	No, but I figured my real estate agant would because he copresented me.
17 18 19	0 A 0	Ckay. I den't know. All right. Add alder Mith +- thaisil othige things: 5 10 That 2	17 10 19	A Q	No, but I figured my real estate agant would because he represented me. But, as I understand it, you testified here earlier today that you came there to his office before hearing
17 18 19 19	0 1 0 1	Ckay. I den't know. All sight. Add filter with an thefail stills things & builded 3t a contraction fields all differents in the built.	17 18 19 20	A Q	No, but I figured my real estate agant would because he represented me. Dut, as I understand it, you testified here earlier today that you came there to his office before hearing anything about the finumcials, at least from him, with
17 10 19 10 10 10 11 21 22	0 10 10	Ckoy. I den't know. All right. Add allow with +- thatail other things theread ? I for her part of the solid other the solid of the brind how the part of the solid of the solid of the brind of the brind how the part of the solid of the solid of the brind of the brind how the part of the solid of the solid of the brind of the brind how the part of the solid of the solid of the brind of the brin	17 18 19 20 21 22	A Q	No, but I figured my real estate agant would because he represented me. But, as I understand it, you testified here earlier today that you came there to his office before hearing
15 17 19 19 21 22 23	0 2 2 3	Ckay. I den't know. All sight. Add filter with an thefail stills things & builded 3t a contraction fields all differents in the built.	17 10 19 20 21	A Q A	No, but I figured my real estate agant would because he concentred me. Dut, as I understand it, you testified here earlier today that you came there to his office before hearing anything about the financials, at least from him, with the idea that you were going to pay the listing price;

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ı		have the full aroust down.	1		Page 30 nears there's no wher?
2	0	But that didn't have anything to do with my client,	2	A	No water,
3		correct? He didn't set the price, concet?	5	0	No water or sever in then, convect?
4	٨	Scuebody set the asking price. And I asked Keith who	1	Å	
5	^	set it. He told ma he didn't know. He was just a	5	0	What about the duplex cabin? Is there water service to
6		simple men, so the only person I know sho could set it	6	¥	that?
2		and knew cap rabes was Mr. Iverson.		A	It had water and sever, but they were restal property.
8		In any event, though, you knew that you didn't make a	8	0	that do you mean "restal property"?
9	Q	compercifier for the 899; correct?	9	Å	For sent.
10	x	We chaldn't.	10	0	Aren't the cabins for rest, too?
11	ô	You didn't, correct?	11	A	That's what you were just talking about.
12	x	We ware told we couldn't.	32	0	Right.
11	0	Other than the financials, did you ask any questions of	13	Ň	Two cabins.
14	. 4	my client at any time prior to closing concerning the	34	0	Okay. Yes.
15		condition of the property?	15	A	They're cental property.
16		No.	36	0	You could live in those, as well. You didn't have to
17	0	Other than visit you already talked to, did you ask my	17	×.	rent them if you purchased the property, contract?
11	N.	client at any time prior to closing any questions	18	٨	
19		concerning the business?	39	2	rental. It was made to live in for whoever was running
20	λ		20		the place.
21	0	Would you take a lock at Exhibit 6, please.	21	ō.	And, I'm sorry. Maybe I'm not being clear. I'm talk
22	Å	(Couplied.)	22		about the duplex cabin.
23	0	Have you seen this document before?	23	λ	Yes, They are not livable. You could live in thes.
26	Å	Yes.	24	0	Right. And that's my question. You could live in
25	0	Misso's the first time you saw it?	25		those, corvect?
-	-	Paga 35	-		Page 33
1	λ	I don't know. I think we pulled this up caline, I	1	A	Yea.
2		think, or I've seen this,	2	0	they have vater and sever?
3	0	Did you see it anytime prior to closing?	3	٨	Yes.
4	λ	Or Meith had it when we wast up there. Yes, prior to	4	0	So it could be a residence just as such as any other
5		closing.	5	λ	Could be, yes.
6	Q	Yes, you saw it prior to closing?	-	Q	Right. Did you plan on reaiding and living at the
7	k	Tap.	7		property?
8	0	bid you use it prior to the time you signed the initial		A	Part time.
9		Purchase Agreement on April 27th?	,	Q	Okay. What time was that?
10	λ	Tes,	15	λ	Night. When the bar we'd stay late or
11	0	Did you discuss this or any of its contents with my	n	Q	Okay.
12		client at any time prior to closing?	12	A	Hecause we have a hone in Rapid.
13	¥	No.	13	Q.	So it's my understanding that you purchased it and you
14	0	that was your understanding as to the reference in	16		valataized a reaidunce, though, In Box Elder or Black
15		Bohibit 6 of living quarters?	15		Hash?
16	x	You could live there. It's a residence.	16	٨	Samorest.
17	Q	Where?	17	Q	Samernet. I'm sorry. So you lived in Samernet as
18	x	In the bar.	18		your primary residence, correct?
19	0	Okay.	13	A	Yeu.
20	λ	Upstains and down.	20	Q	And when you purchased this property, you had no
21	0	Well, you could live in the cabins, too, couldn't you?	21		intention of roving or changing your personnet realdence
20	x	No. They're not because they were dry cabins except.	22		to the cargground, correct?
46		for two of then, and they were small and you couldn't	23	λ	If we sold our house, we would probably nove up there.
		the set of some and set and set some bet set at	1000		
22 23 24		live in them. You couldn't live in the you said "chy cabins". That	24 25	0	Chay. But, indirectly, we stayed there more than we stayed at

	1		_		30.14
1		Page 36 our louis.	1	λ	Page 4 Wo, not personally.
2	0	Gkay.	2	0	to you have any information that prior to closing that
3		So we headcally lived there. Kall, not lived there, but	3		Nr. Iverson had knowledge that a majority of the fire
4		most of the time. 90 percent.	4		rings in the capproand were not up to cole?
5	ö	Old Mr. Iverson ever sale say representations to you	5	λ	No.
6	۰.	concerning whether or not my part of the property had	6	0	Do you have any information that prior to closing
7		been used as a realdence in the past?	1		Nr. Iverson knew or believed that any of the financial.
2.0		Re. Typebon, I billions hi biss that Preston Bradley	8		statements that were provided to you that were not
3		or the guy she leated the par and restaurant lived	9		accuate?
10		there, and he know that Zeith stayed there or lived	10	٨	No, not personally.
11	-30	there and erandon also lives there as played there. do	11	0	Do you have any information that Mr. Iverson knew at any
12	- 3	Given ince that and I know that Kath did and I knew	12	×	time prior to closing that certain bridges on the
	- 22	that Brindel Profiley did; boo.	-23		2 이상 안 귀엽에서 요즘 것은 것을 많이 많이 있는 것 같아요? 것 같아.
13		A CONTRACTOR OF A DATA OF A CONTRACTOR OF A DATA OF A DA	13		property had been rebuilt or widened?
14	Q	Oksy. Wy question was did he ever make any	14	٨	Yeah, it was in the sale bill. It was in the displacence.
15		representations to you concerning any of the property	15		
16		being used as residential structures?	36	Q	and what do you recall about being represented in the
17	*	No. Bealdes on the brochure, but, yes.	17	13	disclosure you're referencing?
18	0	Turn to Exhibit 7, please.	18	٨	Bridges were rebuilt and widened.
19	x	(Complied.)	19	Q	You said "bridges," plural?
20	9	Whis appears to be a letter to Hr. Grien from the	20	٨	One was new and one was rebuilt and widened.
21		Department of Transportation concerning an encroachment	21.	Q	Take a look at Buhihit 6.
22		on a right-of-way, connect?	22	٨	(Complied.)
23	x	Yee.	23	Q	That was one of the listing paphlets, connect?
24	Q	Do you have any information that Nr. Iverson had	24	x	It was a little disclosure shout I got at closing.
25		knowledge of either this letter or the encutachment at	25	۹	You got that at closing?
_		Page 39	13		Page 4
1		any time prior to your May 12, 2017 eloning?	1	*	Frior to clouing. It mays new drive fridge on one of
2	*	I don't really know how to answer that. He should have	2	1	then; the other one sold it was rebillt just rebuilt
3		known, because you know where the boundaries are on a	3	ř.	end. widenisd.
4		property when you sell it. I would	1	2	In the incoverent Hat of Instoveneiter
5	Q	And when I'm asking you questions about what he knew, I	5	8	Mi -
б		want to know if you know or have information that he	6	Q.	Do you have any information that Mr Disreso, prior to
7		actually knew. Not about what he should have known or	2		chains, and not defined that any of the list of
8		night have known. I need to know directly from you what	8		Inconverts the varie contained that you're referencing
9		information you had, if any, that he actually knew.	9		and the area or soundly?
10	λ	Ho.	10	8	
11	0	So you don't have any information that Mr. Iwenned know	115	0	and the second se
12		about this letter or the subject of this letter prior to	12	- 0	miting prior to chiefing that motor house had fallen
B		closing. Correct?	13		through the activity of the contractional
14	۸	No.	14	1	Not. That dappened fater on in the swam,
15	0	Do you have any information that Mr. Iverson knew at any	15	Q	that happened after closing?
16		time prior to closing that there had been any prior	16	A	That happened after closing, yep. Prior to, I don't
17		flooding in the basement of the property?	17		titink anybody knew.
18	A	Not personal.	18	0	Do you have any infomntion that Mr. Iverson knew
19	0	Do you have any information that Mr. Ivernon knew of the	19		anytime prior to closing that there were any structural
20	10	existence of sold in the basement at any time prior to	20		or foundational defects with the property?
22		closing?	21	٨	That's a hard one. I'm gonna have to say yos on this,
22	λ	Not personally.	22		because after shoulng up for 10 years, you've got to
1000	0	Do you have any information that Mr. Iverson knew that	23		know it flooded in the basement, yes.
23	1.00	이번 비행 방법을 위한 것을 위해 가지 않는 것이 있는 것이 같아. 것이 같은 것이 가지 않는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없다. 것이 없는 것이 없다. 것이 없는 것이 없 않는 것이 없는 것이 없 않는 것이 없는 것이 없 않이 않이 않이 않는 것이 없는 것이 없다. 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 않은 것이 않는 것이 않는 것이 않는 것이 않는 것이 않이	138*	1.00	[N : 2017] 2017] 전 [N : 2017] 2017\\ 2017[2017] 201
23 24		the deck and/or parking lot on the cappround was	24	0	Ckay, Nov?

-					42
1		Page 42 looking at it would tell you if you had a general idea.	1		Page o danages including projudyment interest. Do you know
3		I've never I haven't shown the place for 10 years.	8		what those damages are?
3		If I had shown the place for 10 years, I would have	3	A	No.
4		knowledge of it.	4	0	Now much in damages are you seeking in this case?
5	0	You'ze guessing, though; correct?	5		MR. BRANCERY: Objection. It will be determined
6	A	No, I'm not greasing. I would know it.	6		at a later date at the time of trial.
7	0	Well, I want to know	1	0	llo you know?
		I'm a professional in my field. I would know what this	8	A	I don't know.
9	-	in.	9	0	Bo you want to are you still paying on the Costract
10	0	Must evidence do you have that he know of any structural.	10		for Deed?
11		or foundational defects in the property prior to the	11	A	No.
12		tine of closing?	1.33	- 22	전 경험 수 있는 것 같은 것 같
13	λ		12	a	In it your intention to reacind the agreement or get out
			13		of the Contract for Deed and not purchase the
14	Q	You've made an attorney free claim in this case; is that	14		carpground, or do you want the carpground and damages or
15	12	correct?	35		do you know?
16	٨	Yes.	18		MR. BEARDGLEY: Objection, asking for a legal
17	0	And have you paid attorney's fees yet in this clair?	17		conclusion,
18		NR. BENRIGLEN: Objection, invelopment.	18	λ	
19	Q	You're waking a claim for attorney's fees and we're	19	Q	(By Nr. Erlandson;) Why don't you just tell me, what
20		entitled to know what those are and the basis of those	20		are you looking to get in this lawsuit? What kind of
81		claims, because if you're not if you're going to	21		danages from my client? That's
22		waiwe your claim for attorney's fees, then I won't	22	λ	I want to be made whole.
23		inquire. But	23	0	and how do we do that?
м		NR. NEARESLEY: You can answer if you paid	24	A	My money back,
25		attommey's fees. Go ahead.	25	0	Row much do you want hank?
1	٨	I havan't paid then thus far, but I will, Page 43	1	x.	All of it. Page 4
2	0	(By Mr. Brlandson:) Okay. How much have you paid in	2	0	And you want to give the campground back?
1	. 94	attorney's fors?	3	A	Yes. I already have.
4	x	I haven't paid anything as of yet.	1.73		영상가 잘 안 먹고 말 걸 수 있다. 말 물 것 같아요. 말 말 물 것 같아요. 말 물 것 같아요. 말 물 것 같아요. 말 말 물 것 같아요. 말 말 말 물 것 같아요. 말 말 같아요. 말 말 같아요. 말 말 말 말 같아요. 말 말 같아요. 말 말 말 말 같아요. 말 같아요. 말 같아요. 말 말 같아요. 말 말 같아요. 말 같아요. 말 같아요. 말 같아요. 말 같아요. 말 말 ? 말 같아요. 말 ? 말 ? 말 ? 말 ? 말 ? 말 ? 말 ? 말 ? 말 ? 말
5	0	Okay. Do you have a fee agreement?	4	0	Well, that's ay question. Do you want to give the
6	x	Tea.	5		carpground hack to Nr. Grinn?
	-	어머님의 프로그 것 없어도 봐.	6	٨	Already have, yes.
7	2	And is it a contingency or hourly basis?	?	0	Already have, okay.
8	A	It was an hourly basis.		٨	Yen, nir.
9	0	Gkay. And what rate?	9	0	So you want your how much do you have into it?
8	*	275, I think, for one and 175 for the paralogal, I	10	¥	217,000 plus what I got in it.
1		believe.	11	0	Clasy. How much have you put into it?
2	Q	Okay. We need to raise our rates.	12	٨	I'd have to sit down and figure it out, but not a whole
3		So are you paying attorney's fees in the event	13		lot. Frobably another I couldn't I couldn't tell
4		that you don't prevail?	14		you. I coulds't geess.
5	A	1º11 have to, yes.	15	Q.	dwy.
6	Q	Okay. And do you get nonthly hilling statements?	16	λ	Say another 10, 15,000.
7	A	Yes.	17	Q	Well, at some point I'm going to wast to know
6	0	and do you know how much the how much in fees and	18		specifically what your damage claim is and 1 went to
9		expenses have been incurred so far?	19		remerve the right to talk to you about that.
0	λ	I think we're between 5 and \$5,010 as of before this.	20	A	Yea, sir,
1	0	Gkay. Bid you review the Complaint before it was filed?	21	0	So if you could get that information to your langer.
	A	Yes.	22	A	Yes, sir.
2		2016 a ser	23	0	So we'll leave your deposition open if you're unless
	0	Bo you believe it to be accurate?	6.5		BO WE AT DEALE YORK DELEMICATED IN VALUE HEIPER
	Q A	No you believe it to be accurate? Yes.	24	•	you've prepared to talk about what your specific davages

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					46,,4
1	2002.8	Page 46 10 to \$15,000; is that right?	1		Page 4
1 2	٨	Yeah.	2	A 0	Yes. You could have hived a lawyer in those two weeks there
82	12.	황영하는 것은 것은 것을 것을 것을 것을 것을 것을 했다. 것은 것은 것을	1.62	v	
3	0	You've asked for costs and disburgements. Do you know how such those are?	3		and had him look everything over for you, correct?
5	1	Nos nucli Lione are?	12	1	I didn't feel the need because I had representation.
6	A	and a second	5	0	You could have hired a lawyer, couldn't you?
7	9	You're seeking punitive damages? I'm wnaware of thet. I don't know, Yes.	6	x	But I had a real estate egent that was supported to be working for me also.
- 22	*	to you know what punitive damages are?	123		에 열 입에 많은 것은 것이 가지 않을 것을 밖에 있는 것 같아. 이 것은 것은 것은 것이 가지 않는 것은 것이 같이 같이 같이 없다. 것은 것은 것이 같이 없는 것이 같이 없는 것이 없는 것이 없다. 것이 없는 것이 없다. 것이 없는 것이 없 않이 없는 것이 없다. 것이 없는 것이 없 않이 않는 것이 않이 않이 않이 않이 않는 것이 않이 않는 것이 않이 않
	0	Tes.	0	9	Well, he was a limited agent. You understood that?
9	A	tes, What's your understanding as to positive damages?	9	A	I don't understand that part of it.
10	0	parishowit.	10	0	Clay.
12	0	I'm sorry?	11	A	He represented both syself and Keith, and Mr. Grims. You understand the documents you signed, though?
13	17	A punishment fine, besidely.	13	Q	Yos.
14	*	Okay. And do you believe you're entitled to punitive	34	- 204	
15	Q	danges fros Hr. Tverson?	15	Q	Is that fair to say? Yes.
16		If it's a dishonest thing, yes, I do.	1.00	128	Gay. So you had a couple weeks there where you could
17	A	No you believe that he was dishonest to you?	17	8	have gotten inspections, correct?
18	6	가 제품이 많이 있는 것 같은 것 같아요. 집 방법을 갖 한 것 같아요. 아들이 많아요. ㅠㅠ ㅠㅠ ㅠㅠ ㅠㅠ	18		한 것 같을 많이 것 같아요. 한 것 같은 것 것 같은 것 같은 것이 많다. 그는 그는 그는 것은 것 같아요. 그는 것 같아요.
120	A 0	I do helieve yas, I do. To a degree, I do. And what was he dishonest to you about?	15	۸	Yes, but the inspections wouldn't have done any good anyway because all this stuff case after the fact.
19 20	x	Saying that he doesn't know about these things. There's	20		After we purchased it, yes.
20	^	rome things I can understand it, but there's some things	21	0	And you could have hired any number of professionals to
22		that he's got to know about. He's got to know about,	22	0	go out there and assist you in this transaction,
23	0	These are just things that you don't have specific	23		go due chere and sessae you in their transaction,
24	w	evidence of that he	24	x	I thought I had a professional assisting me in this
25	λ	Bo.	25	^	transaction.
-	-	Page 47			Page 4
1	0	kney about	1	0	Okay. You were in a hurry to close
2		MR. HEARDGLEY: Let him finish.	2	λ	Yes.
3	λ	I'm sorry.	3	Q	hefore the season, connect?
4	Q	but you feel he should have known about, correct?	4	۸	Yes.
5	λ	Yes.	5	Q	You understood you were purchasing the property as is,
6	0	How such are you claiming in punitive damages from	6		connect?
7		Tvector?	1	٨	Yes.
8		MR. BENEDELEY; Objection, lack of foundation.	8	Q	In fact, you specifically acknowledged that you weren't
9		'fant's to be determined by a jury.	9		relying on the representations of Mr. Orium or
10	Q.	M any time prior to or on that date of April 27,	10		Hr. Iverson when you closed on the property; correct?
1		2017, did Nr. Iverson tell you that you had to sign	11	A	Yes.
2		those documents that day or force you to sign those	12	0	That you verss't relying on them. That you had done
13		documenta?	13		everything you needed to do to satisfy yourself that the
и	λ	No.	14		deal was going to work for you, correct?
5	0	Did he force you to sign that Contract for Deed on	15	h	From what I saw, yes. From what was disclosed, yes,
6		Pay 12th, 2017?	16	9	Take a hook at Eshibit 11, please.
17	λ	8a.	17	λ	(Couplied.)
8	Q	And you've been around long esough. You know you	18	Q	Did you sign this Contract for Deed?
9		weren't compelled to sign these documents; correct?	15	1	Tes.
10	٨	Reactly. Correct.	20	0	Appears you signed it on May 12th, 2017; correct?
	0	and you had a couple weeks between the time you signed	21	x	Yea.
n		the Purchase Agreement and the Contrast for Beed to do	22	0	there were you at shen you did that?
			45	A	Buyan's office.
12		whatever you wanted to do to try and satisfy yourself	23	· •	acher a occess.
21 22 23 24		whatever you wanted to do to try and matinfy yourself that you were getting a deal that you were confertable	24	0	Biyan

					50!
1	0	Page 50 Iverson? Woo didn't go to a title company to do	1	0	All right.
2		that?	2	A N	If I remember right. But I can't
3	Å	Oh, sorry. With company. I keep thinking of the wrong	1	0	hare, that night be right. I rean, as I understand it
4	ै	one. Yee, title corpany. Sonry.	1.	M	on April 27th you signed the Purchase Agreement
5	0	All right. Bo you remember what title company?	5	Å	Yes.
\$	Å	Fennington County, wasn't it? Fennington County Title.	6	0	which was three pages. It had the first two pages
1	0	Nad you received the Contract for Deed prior to the time	7	ę	plus the Addendus, which
a	ĸ	of closing on May 12th?	1.	٨	Well, that's probably what it was then.
9	λ	Yes.	5	0	
10	0	Bo you recall when?	10	×	Okay. And it mays we're going to do a Contract for Dee later.
11	A	What's that again?	11	A	Yes. Well, that's why I'm confused. Okay.
12	0	When did you first see the Contract for Deed?	12	0	But Hr. Iverson testified that on or about May 8th he
13	Å	The day of our signing in Bryan's office.	13	×	one you a copy of the Contract for Seel that you
н	0	You signed the Contract for Deed at the title company,	14		ultimately signed on Hay 12th. Does that you
15		though correct?	35	λ	Not this whole thing. I don't remember that. No. I
16	λ		15	2	dot't resenter that.
17		Bryan's office, I thought.	1.5%	22	
10	0	No. You	17	Q A	Do you revealer reading the Contract for Dead?
19	Å	Yeah, this is the closing. I'm sorry, Yes.	19	0	Yes.
20	0		100	Υ.	And you agreed to all its terms by your signature,
998	×	All right. I just want to make sure we're on the same	20		concect?
21	-40	page.	21	A	Yaa,
	A	Yes. Pa sorry. I got confused have,	22	Q	And on Page 3 of 9, which is Hates stamped RE/MEX D028,
23	8	So you signed the Funchase Agreement on April 27th? Yes,	23		under Section 5, the last sentence you acknowledged that
24	12	1993	24		you've examined the real property and any equipment or
25	0	And the Contract for Deed on May 12th, correct?	25		fistures and furniture (collectively "property") relates
1		Dage 51 Yes,	1		Page 5
2	0	When did you first see the Contract for Deed?	2		to the operation of the same and acknowledge that the
3	Å	May 12th.	3		property is acceptable; correct? Yes.
4	0	Okay. Whe day you signed it?	4	0	e (1997). Na seconda de la companya de la comp
5	A	Yea.	5		And if you turn to Rage 5 of 9 REAMAX 0130 you understood that you were perchaning it in its as is
6	0	Mr. Iverson testified that he believes that a couple	5		condition, correct?
7	×	days prior to cheing he gave you a copy of the Costract.	7	x	Yea.
8		for Deed to look at?	1.32	10.11	Conference on the second s
9	à		1	Q	and that you were going to be responsible for all costs
0	ಿ	A preliminary it was a three-pager or just a couple-pager.	3		of all repairs necessary after the date of the contract,
1		Gray.	10		correct?
	0	2017년 2월 2월 19월 2월 20일 - 2017년 2월 20일 2월 2	11	A	Yes. Can I add something to that?
1	À	But this whole thing I did not see until May 12th.	12	0	Burn.
	0	thay. Then you say Mr. Iverson gave you a preliminary	13	٨	I signed this Costract for Deed in as is condition
4	2	Contract: for Deed?	14		because I went up and looked at the property. What I
5	λ	I don't know. I thought it was like a little	15		know about the property seems good to me, but all these
6	~	three-page I'm not I'm not sume.	16		problems core after the fact. So, yes, I did sign this
7	0	Do you have a copy of that in your file anywhere? I bound the second sec	17		as is, but the problems care later on.
8	2	hawn't seen arything	18		If they came within the first 30 days, I'm mure I
	A	No, I don't know.	19		would have went to Bryan's office and said, Bryan, we
	8	like that.	20		have a problem have. This is messed up. This is nessed
0		I thought there was a preliminary contract that was	21		up. By that time the 30 days is over and there's
10	λ	수밖에서 전성을 사람이 걸렸다. 비행 것을 가 많은 것을 사람이 많다. 것 같아서 가지 않는 것을 다 하는 것이 없다.	44		
10	х	given to me when we went in on the 27th, and then this	22		이 이 것 같은 것 같은 것 같은 것 같은 것을 것 같은 것 같은 것 같은 것
19 20 21 22 23	У	given to me when we went in on the 27th, and then this one was signed on the 12th, but it was only a	23		nothing I could do about it. I was stock with it. And unforeneousle things that Mr. Grims know in the
20 21 22	х	given to me when we went in on the 27th, and then this	1986	050	

_		Dame 24	<u> </u>		
1		Page 54 putchasing	1		Pago eaked no if I home it flooded every year. And I gaid
2	λ	Not the risk from what I'd soon with the inspection.	2		no. I didn't. So that propted me to go down with my
3		VR. BEASESISY: Muit.	3		tlashlight and die in the corners, set it's about it for
4	٨	Sorry. Borry.	4		high on the wills, and at that time I noticed sombody
5	0	(By Hr. Brlandson:) You understand that purchasing	5		teled to musial It.
6		property as is you're taking a rick of any potential	6	0	And how no?
7		conditions that could arise, correct?	2	Ă	By tearing out some wills and replacing then with new :
8	x	I don't I didn't I don't understand that part. As	B		2 x 4s, and you could just kind of one where it's been
9		is is the way it is when you buy it, when you purchase	9		xeplaced);
٥		it; right?	10	0	fkay. Bid you fill out a certificate of real estate
1	٥	With no representations or waranties as contained in	33		value?
2		your Contract for Deed, ourrect?	22	λ	Hb.
3	A	That's unforemeable, no. I mean, you don't go hey a	13	0	Ta your wife going to be back today?
ŧ		car, the paint falls off of it and you go, ch, well, I	14	A	Yas. Yes.
5		bought the car; okay? Thure's nothing I can do about	15		NR. SRIANDSCH: Nant to take a little boeak here,
6		it.	16		and, actually, it's about quarter to 5. I don't know
9	0	Why don't you go alread and read Section 14 into the	17		that I'm going to get done by 5, and I'm sure you've go
8		record for me on Exhibit 11, please. Page 5 of 9.	18		come questioning. So maybe ve'll just figure out what
9	A	Property purchased in "as is" condition. Buyers	19		we're going to do from here and continue when we can.
0		auknowledge that they have examined the subject real	20		80
1		estate and the improvements thereof and accept the same	21		MR. MOONEY: Off the second, Jeanne.
2		in its present condition its present condition and	22		(In off-the-record discussion was held at this
3		knowledge that they have they are not relying on any	23		time. A recess was taken at this time, 4:49 p.m.
4		representations or varianties, express or implied, of	24		The deposition resumed at 4:53 p.m.)
5		sellers or any egent of sellers other than there	25	Q	(By Mr. Erlandson:) Well, it's close to 5. I think
		Page 55			Page 1
1		described in this contract, and the buyers in buying	1		what we're going to do have you ever been involved i
2		said property are relying solely on their con judgment.	2		a prior lasquit?
3		Bayers hereby accept subject real estate in its present	3	٨	Yes.
1		condition. Revers are baying the subject property in	4	Q	Tell me about it.
5		"as is" condition, with buyers to be responsible for	5	A	Well, I had a company that I owned a company I we
6		costs of all repairs necessary after the data of this	6		part owner in a company, and they basically I don't
7		contract.	7		know how I can say this took away my shares. They
•	0	So you bought that property in its present condition	8		stole money from the company, and we went and we elseed
9		relying solely on your own judgment, correct?	9		the doorn, so I tried to sue them, and that was
1	A	Yes. After my inspection, yes.	10		basically it. Hothing ever cans of it.
h		(Kay. J beard your counted talk about sold, and	11	0	Okay. Bid they actually me out a Complaint? Bid you
8		Johnally black note even surfice in the Second and	12		file a lawuit?
3		fer, Thenen. In you have relation your property?	13	Å	Yes. John had it with me for probably a year and a
		mun .	14		half, and then I took it to another attorney and he easi
		uid his it hem tested?	15		that I was supposed to win the thing and they didn't
K	$\mathbf{X}_{\mathbf{P}}$	20. Be aloued th down because it is black hold:	16		have any reney and I I would probably wind up with
ĩ	6	And how do you know that?	17		nothing and still have to pay attorney's fees.
8	A	I've seen black mold before.	18	Q	Okay.
)	Q	But you haven't had any testing done?	19	٨	So I dropped it.
0	A.	No. We closed it down and got out of there.	20	9	Were there any depositions taken in that case?
1	0	Do you know if you've hired any experts in this case?	21	A	30.
\$	٨	I have no idea.	22	9	Any other lausuits other than that one?
3		flicht : when did you trivet are this held of whit bon)	23	A	80.
		A CONTRACT OF THE OWNER	-		House same since have channed with a sectory
		(Allicia value) Allier's had the seating with many and all against hid	24		Have you ever been charged with a crime?

Page 58 Page 60 STATE OF SOUTH BANOTA а. 1 0 Traffic tickets, okay. 3 \$ 40. CERTIFICATE 2 x Other than that, no. 5 COUNTY OF PERSINGTON 5 3 IR. HELANDSON: dost one almute. ä 4 (Off the record briefly.) I. JENDE S. QUINE, Court Reporter and Notary 4 5 MR. HUANDSON: I think for the purpose of today Fabile, South Dakots, daly commissioned to administar maths, 5 6 I'm done. We did have a couple of access shore we'd kind centify that I placed the witness under each hefere the ń 7 of like to follow up, but if you can get re more witness testified; that the foregoing testineny of said 3 information on your datages, I don't loov that I will в a witness was taken by no in shorthand, and that the same has 9 need to talk to you again about it or not, but that been reduced to typewrittee form under ny supervision; that 10 would be helpful. 10 the foregoing transcript is a true and correct transcript of to you have -- can anyone stay past 5 if we needed 11 11 the questions asked, of the testimony gives, and of the 12 to? I'm just trying to think. Your wife is here, 12 proceedings had. 13 THE WETHERSS; UN-INC. 13 1 forther certify that 1 an not related to, 14 exployed by, or in may way associated with any of the FR. HELADDOON: And if we want to reconverse, if 14 15 it's, you know, a half-hour deal where she doesn't have 15 parties to this action, or their counsel, and have no 16 interest in Its event. 16 a whole bunch of knowledge? I can --17 Witness my hand and seal at Hapid City, Booth 17 MR. HEIMOSLAY: Well, let me make a phone call. 18 Nebote, this 31st day of August 2016. 18 MR. ERLANDSON: I don't want to -- if you need to 19 19 go, though, go. HAR! 20 20 (An off-the-record discussion was held at this SERVICE S. QUOINS 21 tine.) 23 By Countration Explorem: 09/24/24 22 MR. EXLUDISON: All right, Wa'll up ahead and 22 23 conclude his deposition for now. 23 24 MR. BRANDBLEY: I don't have any questions. 24 25 Nr. Nooney will --25 Page 59 1 HR. MCONEY: I'll reserve mine until, yeah, 2 whenever we find time. 3 MR. HEMROSDAY: And my client will waive the 4 reating of the deposition. MR. BALASDOOM: All right. Thank you. 5 6 (The deposition concluded at 5:03 p.m.) ų. 8 9 30 j1 12 13 34 15 16 17 18 19 20 21 22 23 26 25



Department of Transportation

2

Rapid City Area Office P.O. Box 1970 Rapid City, South Dakota 57709 605.394.2248 FAX: 605.394.1904

November 9, 2016

Keith A Grimm 21372 US Hwy 385 Deadwood, SD 57732

Re: P 0385(54)115; PCN 04WG; Lawrence County Mill & Resurfacing, Pipe Work, Spot Erosion Repair & Guardmil Upgrades Encroachments

Dear Mr. Keith Grimm

As seen in the enclosed photo, a portion of your deck is encroaching in the Right-of-Way by 1.5 feet on the North side of US Highway 385. Federal Regulations require that this portion of the deck needs to be removed from the ROW in order to obtain federal funding to construct the subject project.

Please remove this portion of deck out of the Right-of-Way by October 1, 2017.

If further information is needed, please contact me at 605.394.2248. Thank you in advance for your anticipated cooperation.

Sincerely,

DEPARTMENT OF TRANSPORTATION

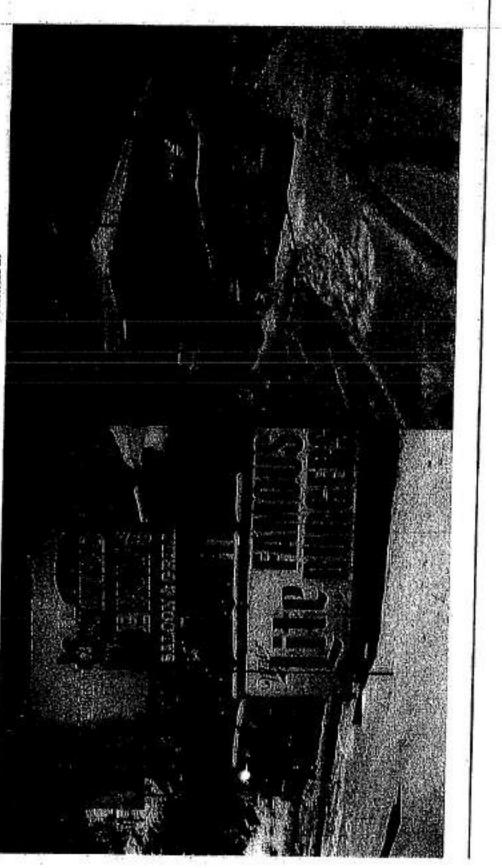
Mike Carlson Area Engineer

2m Stove Wiege

Transportation Specialist



P 0385(54)115 Lawrence County PCN 04WG Hwy SD385 Picture #9 MRM 116.85 Rt Deck Encroaches 1.5 ft Clear Zone: No Permitted:



APP.116

and the second second in a second second terms of the second terms of the

The of the second

Wild Bill's Campground	the same barries of second	11-4
Improvements Completed thru 9/30/15	and the second s	
Description	Amount	
New Roof, Gutters & Soffits on Shower House and Office	\$ 4,000	
Shower House painted	\$ 1,500	-
Drive Bridge rebuilt and widend	- A	
Three Walk Bridges redone	and a company of the second	
Contraction of the second se	a grant de la companya de	
Sod for 50 amp Sites	\$ 2,000	12
Gravel throught campground and new 30 amp sites	\$ 3,000	
Building Refaces	\$ 2,500	
New Signage	\$ 2,000	
Larger Grill installed	\$ 1,000	_
New Refrigerator	\$ 500	
Beer Cooler Compressor	\$ 500	
Remodel and paint in Bar/Grill area	\$ 4,500	
New Reservation Software for 2 computers	\$ 4,000	
Purchase Golf Cart	\$ 500	
New Washer & Dryer	\$ 1,800	
New Water Pipes for 30 amp full service sites	\$ 4,500	
Well House insulated, sided, new metal exterior, propane		
tank, electric heater backup, Water System installed		
including chlorinator, iron out injection system	\$ 12,000	
New Fire Pits @ \$100 each	\$ 2,000	
Built 2 sleeping cabins & Furnished	\$ 25,000	
Remodeled existing Duplex Cabin w/ new furnishings	\$ 12,000	
All New Power Tranformers and Poles (BHP)	\$ 4,000	
Electrical sub-panels and new 30 amp and 50 amp sites	\$ 25,000	
Trenching for electric, sewer, water and groundwork and	\$ 20,000	
compacting	20,000	
New Split rall fence and Entry posts	\$ 2,500	+++++++
New metal building for storage and workshop (21x14)	Provide Contract Problem Contract Contract	
New John Deere Commercial Lawn Mower	\$ 5,500	
and the second state and the second state of the	and the second se	
Remodel Restrooms in Bar/Grill area	\$ 3,000	
New Metal Roof on the Duplex Cabin	\$ 2,500	-
New 20 x 64 Covered Deck (8/09)	\$ 21,200	_
Remodel Men/Womens Shower/bath area	\$ <u>14,000</u> \$ <u>16,000</u>	
Drive Bridge rebuilt and widend (2nd bridge)	and a second secon	
Built 2 sleeping cabins & Furnished (2011)	\$ 10,000	
Pavillion/Picnic Shelter (2012)	\$ 10,000	
Built 2 Sleeping Cabins & Furnishing (2015)	\$ 12,000	
Total Improvements since Purchased	\$ 264,000	
Total hiptovertents since Purchased		
In a literative second se	the second s	(e)

Wild Bill's Campgrou		
Price Sheet Info	and the second se	
Regular Season	2013	2015
Tent Site	\$ 17.25	\$ 19.25
10 Amp Water & Electric	\$ 19.50	\$ 22.50
30 Amp Electric	\$ 21.50 \$ 24.00	\$ 24.00
20-30 Amp Elecrtic/Water	\$ 24.00	\$ 27.00
30 Amp Full Hookup	\$ 28.00	
50 Amp Full Hookup	\$ 32.00	\$ 34.00
Cabin 1 (Full Amenities)	\$ 95.00 \$ 95.00 \$ 50.00	\$ 105.00
Cabin 2 (Full Amenities)	\$ 95.00	\$ 105.00
Cabin 4	\$ \$0.00	\$ 55.00
Cabin 5	\$ 50.00	\$ 55.00
Cabin 6	\$ 50.00	\$ 60.00
Cabin 7		
Adiitional Aduit Tent Full Hookup	\$ 50.00 \$ 5.00 \$ 8.00 \$ 8.00	\$ 60.00 \$ 5.00 \$ 8.00 \$ 8.00
Additional Adult Cabin 1 or 2	\$ 8.00	\$ 8.00
Additional Adult Cabin 6 or 7	\$ 8.00	\$ 8.00
Rally Rates		1411-1613-141
Tent Site	\$ 33.00	\$ 33.00
10 Amp Water & Electric	\$ 33.00 \$ 40.00	\$ 45.00
30 Amp Electric	\$ 40.00	\$ 45.00
20-30 Amp Elecrtic/Water	\$ 45.00	\$ 50.00
30 Amp Full Hookup	\$ 60.00	\$ 70.00
50 Amp Full Hookup	\$ 75.00	\$ 85.00
Cabin 1 (Full Amenities)	\$ 175.00	\$ 195.00
Cabin 2 (Full Amenities)	\$ 175.00	\$ 195.00
Cabin 4		
Cabin 5	\$ 100.00 \$ 100.00	\$ 110.00 \$ 110.00
Cabin 6	\$ 100.00	\$ 110.00
Cabin 7	\$ 100.00	\$ 110.00
Adiitional Adult Tent Full Hookup	\$ 16.50	\$ 16.50
Additional Adult Cabin 1 or 2	\$ 16.50	\$ 16.50
Additional Adult Cabin 1 or 2	\$ 16.50	\$ 16.50



Customer Purchase Order for John Deere AG and C&CE Products

RC0001380 A

Deal # 146439

JOHN DEERE		(US Only)		c.	ustomer # 280000
CUSTOMEN'S NAME - FINS WILD BILL'S CAM	PGROUND	04/14/200	T		NO. DEALER ACCOUNT N 087571
factoria clair of owners we	we)	Carles The	Elsoc.stn. Di	ASNO DENIKO. PUR	WASER SALES WA EXEMPTIN
21372 US 385		ISELLER'S NAM	E & ADDRESS		
13/2 03 300	SWE ZIP CODE	RDO EQI	JIPMENT (00.	
DEADWOOD	80 57732				
COUNTY	PURCHASER ACCT. PHONE NUM	er 1540 Dea	dwood Ave	nue	
081 Lawrence	35999994 [(GDX)670-5800				
CUSTOMER'S NAME - Seco	and Signer	Rapid City	SD 57702	2	
STREET OR RR		CUSTOWERIS: P	AN POWERGARD POWE	PIGANO JOHN DEERE ENVICE MUNICEPLAN PLUS	ADD CUSTOWER NAME TO MULLIST SP(Dockstower)
				and the second se	H Bridedal MO
TOWN	sust 20 cont	Indution		Accepted Accepted	C Ganadal
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A LZ000 JOHN	DEERE 2620		10	520AE010492	\$6,700.00
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(We) offer to sell, transler, and co	muny the following iteraits) at or prior i	a the life of distance of the sho	ve Predact.		
s a "vade in" to be applied against: ad encurvicances of the tind of the	mony the following iteraits) at or prior i the each price, Suich territs) shall be th miler to you. The following is a describe	e and mer of all security agreen ordered investor to be allowed to	rents, Bass, reachibers, 1, TO	TAL CASH PRICE	\$6,700.00
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FURCHASER TYPE (Chuck Circl)	MARKET UBE (Check Ond)	Other	2.10	ALTRADE IN ALLOWAN	
Nivale	Agriculture	4) Bakkan & Housing Co 7) Aline 19 6) Cold Courses 92 Fitheray Monto 10 Cold Courses 92 Fitheray Monto 10 Cold A Courses 10 Cold A Courses	3. BA	LANCE	\$6,700.00
1 Carrenegial Bestlandal	17 Geraral Ulity 13 Dimilack /Fredix / Dalay 16 Row Crop / Smill Grain 16 Spoolsty Crop British & Lease Crop	C 71 Aluser® C 64 Grif Courses C 62 Pethecay Mowing C 62 Jack Berg Intractional	4. SA	LESTAX G	\$268.00
Her		B Aussony / Lundscape	6.60	B-TOTAL	\$6,968.00
2 Federal Gov. 3 Siste / Province	B BU Unkilling Gest Use	07 Parks & Centrataciós 00 09 Basidentini 04 Sonbary Landfil / Nah	e. CA	SHWITH ORDER	\$0.00
2 Fadoro Gov. 3 Glas / Provision 4 Coust/ 5 City / Iour / Vilago 6 Artico Portos 7 Netonal Account	18 0 Uchilmed Gest Use UNRy Compenses 1	At Highways & Structs	1000	LANCE DUE	\$6,968.00

INPORTANT WARRANTY NOTICE: The John Dosre warranty applicable to new John Doore product(s) is printed on page 2. There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY. The Customer's signature below acknowledges receipt of the warranty statement.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due (line 7) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loon Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, this shell remain in the seller unlit one of the foregoing is accomplished, 1 (We) hereby grant a security Interest to RDO Equipment Co in the Product. Queener's

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Cusismeris Signatura			Date Accepted Subarran BIII D. Startay	
DELIVERY ACKNOWLEDGEMENT -	DEUVENDO ON:	WWWWWITY DEGINS	SIGNATURE: (DEALER)	
DE-20(5 Stock (EE, 11/24)	(Reschet/Res. 11/04) Pr	inted in U.S.A.	Page 1 of 2	arter den Gebord omfelt

V ARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND LIMITED WARRANTY FOR NEW JOHN DEERE COMMERICAL & CONSUMER EQUIPMENT (U.S. Only)

COMMERICAL & CONSUMER EQUIPMENT (U.S. Only) A. GENERAL PROVISIONS -With respect to particular in the United States, "Jain Dears" means Dears A Company, 1 John Dears Place, Moline, IL 61285, and with respect to participants in Canada, "John Dears" means John Dears' Intern Allele, 257-500 (States), Control LaW 445. The warrandle dearb all balaw are people by John Dears to the original participants on the Age/affanial and Contranced & Constance II (Dearson II) for the States of the Age/affanial and Contranced & Constance II) (Dearson II) for the States of the Age/affanial and Contranced & Contran

D. WHAT IS WARRANTED -Bubject to paragraph. C, all parts of any new Explorement are staministed for the member of members or eparating hours specified below. Each wannershy turn tagtes on the date of delivery of the Explorement in the purchaser, (wanner) for contain agricultural Wage, planting, cultivating, and how colleg products which may have a deliver of the functional to the purchaser, (wanner) deliver or the functional to the purchaser, (wanner) for contain agricultural Wage, planting, cultivating, and how colleg products which may have a deliver or the functional to the purchaser of the functional to the purchaser of the products.

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	24 House & 2,400 House, Brickhow Course Fast
Tradium used in Electroniting Applications (scores) from a specific models and everyganities approved by AnterDaser as having a free year memory in scores opplications)	60 Days
boliwiths	6 Marilin
OTHER PRODUCTS, Indialog Ag Management Balalians (INR) Products	12 Mosths
Engines in Gell-Properted Equipment other than Trackers	24 Months - or 2,000 Hours, Whichwar Cornes Fini
Fryine Korns Gewennineerster 13 (brough 19 – Enginableok, cylinderbead, recker aus cover, fining geworver, 2010, In bochwynt, welet perez, insister damper, manifelik, and engine of toxist, Al olaw angine wisterditerer.	ana molecense at the marking the damagin 24.
WEIPS, SHOVELS, PLOW SHIVE OAND DISK HI, ADDS: Assolwanced part WE be funished without drage averation time to live.	그 것이 같은 그렇게 가지 않는 다른 이렇게 물러싼 것 않았다. 신하는 것 같아서 지하는 것이 가지 않는 것이 같아.
COWNERCUL'S CONSUMER EQUIP LAWN & GARGEN EQUIPMENT	COLT WARRANTICS
 All Lower & Greeken Department and All references and Compard States. Settem (encept for applyment field in 2 below) 	24 Nentijs in Prhete Residential - Petamat Use 12 Months in Any Other Application
Heideniki Cliut Akness, 188, L189, LA100 and G100 Saries Taskas and Akedersets	24 Months in Private Residential - Personal Use
2540 Sider Z-Itali Monast and Alashmania	24 Mosths or 300 Houro, Whistewer Comes First
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XF00 Sailes Theolow and Allectments	48 Monthson 500 Hours, Witchever Course First
X706 Sector Taxton and Mindurate	48 Months or 708 House, Welchever Comes First
WebBelind Move is used at 35"	24 Manthala Private Realderdal - Presonet Use
COMVERCIAL BOURNENT	WARRANTY YERN
Wilde Ama Nonese, Frank Nover Trackes Light (with disket at 29 KP as a shore segment). Conversely 2-TRACMonese, Commercial Work Barling Novers (35" or lager), and 2-IROM Movier Darks	24Months
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a) Posseitals on Compact URIty Taxitors (components are " lefore)	36 Monthe or 2000 Harars, Welshover Gernes Phat
Geter Urity Webster (many Compart Gerlan), Trader Lander Bachten (R.B), ether means dealer, implements, and altochere us for Egypoint littled in 8, 9 and 10	12 Months or 1008 Hours, Whitebawer Genera First
UTILITY ACL TERRAU VEHICLES	WARRANIY/TERM
Unity All Texaster Vehicles (3941V) and allockements	6.Maritu

• NOLUDED IN COMPACT UTILITY TRACTOR POWERITIAN WARRANTY. Tables, orbitals that, others were, of an, then percovers, dyshell, builts, and of pair constant for a set of the constant of pair constant percovers, dyshell, built of the percent of the percen

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(I) WHAT IS NOT WARRANTED -Presented to the large of licene warranting, JOHN OFFICE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Experiment that has been aftered or modified to ways not approved by John Deen, including, but not including injustices group including the device part of the second product of activity.

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P. NO DEALER WARRANTY --To the extent parelled by law, without John Deans nor may compare altibuted with threakes any warranties, representations, conditions or province atpaces of institute of the quality, performance or freedom from defect of the Equipment covered by these varianties often than these antifeth above. WFLIED WARRANTES OR CONDITIONS OF AERDEANNTABLEY AND FITNEESS FOR A PARTICLEAR PLP OSE, TO THE DEFENT APPLICABLE, SHALL DE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY AND FITNEESS FOR A PARTICLEAR PLP OSE, TO THE DEFENT APPLICABLE, SHALL DE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY AND FITNEESS FOR A PARTICLEAR PLP OSE, TO THE DEFENT APPLICABLE, SHALL DE LIMITED IN OURATION TO THE APPLICABLE PERIOD OF WARRANTY ON JOHN DEERE FOR THEOR THESE FOR THE PURCHASER'S ONLY FEMELEDERIN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPATION THESE BET FORTH ON THIS PAGE. IN DIS TWENT WILL, THE DEFENE OR ARY COMPANY APPLILATED WITH JOHN DEERE EDUIPATION THE THOSE BET FORTH ON THIS PAGE. IN DIS TWENT WILL, THE DEFENE OR ARY COMPANY APPLILATED WITH JOHN DEERE EDUIPATION THE DEFENE ON THE OWNER SHOW TO ANY APPLICABLE PERFORMENCE OF ANY WARRANTY ON JOHN DEERE EDUIPATION THAT DE PARE AND THE ARE THE PURCH ON THE APPLICABLE PERFORMENCE OF ANY WARRANTY ON JOHN DEERE EDUIPATION THAT THE STRUCTURE THE PURCH ON THE APPLICABLE OF ANY WARRANTY ON JOHN DEERE EDUIPATION THAT THE STRUCTURE THE APPLICABLE OF ANY WARRANTY ON JOHN DEERE EDUIPATION THAT THE STRUCTURE OF ANY WARRANTY ON DEALER, JOHN DEERE EDUIPATION THAT THE APPLICABLE OF THE APPLICABLE OF THE PURCH AND THAT THE APPLICABLE ARE AND THE APPLICABLE AND THE APPLICABLE AND THE APPLICABLE ARE AND THE APPLICABLE AND THAT THE APPLICABLE ARE AND THE APPLICABLE AND THE APPLICABLE ARE AND THE APPLICABLE AND THE APPLICABLE ARE AND THAT THE APPLICABLE ARE AND THE APPLICABLE AND THE APPLICABLE AND THE APPLICABLE AND THE APPLICABLE ARE AND THE APPLICABLE ARE AND THE APPLICABLE ARE AND THE APPLICABLE ARE AND THE APP

G. If for their information is desired, contact the setting Desire or John Desmoil 1-665-503-5373 (Agriculture) or 1-605-537-5233 (Conversion) & Consumer Equipment).

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Customer's Initials Date

IN THE SUPREME COURT OF THE STATE OF SOUTH DAKOTA

Appeal No. 30480

DUANE REMINGTON AND MELODY REMINGTON

Plaintiffs/Appellants

VS.

WILD BILL'S CAMPGROUND AND RESORT, LLC.; KEITH GRIMM, AND BRYAN IVERSON

Defendants/Appellees.

APPEAL FROM THE CIRCUIT COURT SEVENTH JUDICIAL CIRCUIT PENNINGTON COUNTY, SOUTH DAKOTA

THE HONORABLE JEFFREY CONNOLLY Circuit Court Judge

APPELLEE'S BRIEF

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NOTICE OF APPEAL FILED ON OCTOBER 2, 2023

Filed: 2/15/2024 11:02 AM CST Supreme Court, State of South Dakota #30480.

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PRELIMINARY STATEMENT

Plaintiffs/Appellants, Duane Remington and Melody Remington (collectively referred to as "Buyers", "Remingtons", or their individual first names of "Duane", or "Melody"). Defendant/Appellees, Wild Bill's Campground and Resort, LLC, and Defendant/Appellee, Keith A. Grimm (collectively referred to as "Seller"). Defendant/Appellee, Bryan Iverson (referred to as "Iverson"). References to the record as reflected by the clerk's index are referenced by "R" following by the page number. Documents in the Appendix are referenced by "APP." followed by the number designation. Citations to the February 22, 2019, motions hearing are referenced by "T" followed by the page number and line.

JURISDICTIONAL STATEMENT

Buyers appeal from the Order Granting Iverson's Motion for Summary Judgment. (R 300). Buyers filed a Notice of Appeal on October 2, 2023. (R 815). The clerk submitted the certificate on October 16, 2023. Jurisdiction in this Court is proper pursuant to SDCL § 15-26A-3.

STATEMENT OF THE LEGAL ISSUES

Issue 1: Whether the Circuit Court erred in finding that no genuine issue of material fact existed that Iverson did not violate the South Dakota Residential Disclosure Statutes.

<u>Circuit Court Ruling</u>: The Circuit Court held that Iverson did not violate the South Dakota Residential Disclosure Statutes.

Legal Authorities: Saiz v. Horn, 2003 SD 94, 668 N.W.2d 332 Engelhart v. Kramer, 1997 SD 124, 570 N.W.2d 550 Fuller v. Croston, 2006 SD 110, 725 N.W.2d 600 Moore v. Williams, 192 P.3d 1275 (Ok.Ct.App. 2008) SDCL §§ 43-4-37 through 43-4-44 Issue 2: Whether the Circuit Court erred in finding that no genuine issue of material fact existed that Iverson did not engage in fraudulent misrepresentation.

Circuit Court Ruling: The Circuit Court held that there was no genuine issue of material fact that Iverson did not engage in fraudulent misrepresentation.

Legal Authorities: Estate of Johnson by & through Johnson v. Weber, 2017 SD 36, 898 N.W.2d 718

Drier v. Great Am. Ins. Co., 409 N.W.2d 357 (SD 1987)

<u>Issue 3:</u> Whether the Circuit Court erred in finding that no genuine issue of material fact existed that Iverson did not engage in fraudulent concealment.

Circuit Court Ruling: The Circuit Court held that there was no genuine issue of material fact that Iverson did not engage in fraudulent concealment.

Legal Authorities: Strassburg v. Citizens State Bank, 1998 SD 72, 581 N.W.2d 510

Drier v. Great Am. Ins. Co., 409 N.W.2d 357 (SD 1987)

<u>Issue 4</u>: Whether the Circuit Court erred in finding that no genuine issue of material fact existed that Iverson did not engage in willful and wanton misconduct.

<u>Circuit Court Ruling</u>: The Circuit Court ruled that no genuine issue of material fact existed that Iverson did not engage in willful and wanton misconduct.

Legal Authoritics: Drier v. Great Am. Ins. Co., 409 N.W.2d 357 (SD 1987)

Div. of Occupational Safety & Health of Indus. Comm'n v. Ball, Ball & Brosamer, 837 P.2d 174, (AZ. Ct. App. 1992)

Issue 5: Whether the Circuit Court erred in finding that no genuine issue of material fact existed that Iverson did not breach any fiduciary duties to Buyers.

Circuit Court Holding: The Circuit Court ruled that no genuine issue of material fact existed that Iverson did not breach any fiduciary duty.

Legal Authorities: Frazier v. Hartford Fire Ins. Co., 51 SD 40, 211 N.W. 973 (1927).

Saiz v. Horn, 2003 SD 94, 668 N.W.2d 332

Hurney v. Locke, 308 N.W.2d 764 (SD 1981)

Dinsmore v. Piper Jaffray, Inc., 1999 SD 56, 593 N.W.2d 41

SDCL § 36-21A-140

Issue 6: Whether the Circuit Court erred in finding that no genuine issue of material fact existed that lverson did not breach the terms of the limited agency agreement.

Circuit Court Ruling: The Circuit Court held that no genuine issue of material fact existed that Iverson did not breach the terms of the limited agency agreement.

Legal Authorities: SDCL § 36-21A-140

STATEMENT OF THE CASE

This action arises out of the sale of a commercial business, a campground, from Seller to Buyers. Iverson is a real estate agent and listed the campground for Seller. Iverson was a disclosed limited agent for both Seller and Buyer.

After the purchase, Buyers claimed to have discovered defects on the property. However, the alleged defects were never disclosed to the Buyers because Iverson had no knowledge of them and, because it was a commercial property transaction, no residential property disclosure statement was required.

The Circuit Court did not err in granting Iverson's Motion for Summary Judgment finding that no disputed material fact exists concerning Iverson's knowledge of material defects with the Business prior to the sale. The Circuit Court was also correct in granting Iverson's Motion for Summary Judgment and holding that a residential property disclosure statement was not required pursuant to SDCL § 43-4-38. Iverson respectfully requests this Court affirm the Circuit Court's decisions dismissing all of Buyers' claims.

STATEMENT OF THE FACTS

On or about July 21, 2016, Seller hired Iverson to attempt to sell its business, which consisted of a campground (98+ campsites, utility hookups, rental cabins, shower buildings, and main building), saloon (including malt beverage license), and grill ("Business") located in Deadwood, Lawrence County, South Dakota. (APP. 002 and 007). Seller and Iverson acknowledged that no residential disclosure statement was required because the sale was that of a business and not a residential structure. (APP. 002 and 056 (no disclosure statement because involved sale of a business, "Wild Bill's Campground" and classifying listing of "BI Business/Industry" rather than residential)).

On or about July 21, 2016, Iverson listed the Business in the multiple listing service with a "BUSINESS/INDUSTRY" classification—not residential real estate. (APP. 056). Further, the listing describes the Business as 101 units operated from May through September, and an "excellent opportunity to own a campground, bar & grill". *Id.* The Business was located in a commercial zone within Lawrence County, South Dakota. (APP. 003).

Sometime in April of 2017, Remingtons, who had stayed in several RV parks, wanted to retire and "thought it would be fun to own one." (APP. 079). He and his wife were driving around and stopped in Wild Bill's Campground and Seller was there. *Id*. They had seen the Business listed for sale on the internet and asked him if it was still for sale. *Id*. Mr. Remington asked "what kind of money he made" and Seller responded he

made "good money" or grossed (not netted¹) about \$235,000 in three and a half months. Id. (APP, 079-080 and 084) (Iverson never told Buyers what the Business netted).

Buyers subsequently walked through the Business about three times and then, on April 27, 2017, Mr. Remington went to Iverson's office to write an offer on the Business. (APP. 003 and 080). Iverson had never met Mr. Remington before that day. (APP. 080 and 155). They knew the bar part of the Business had a living space "for whoever was running the place" and they intended on living there part-time, at most as they had a primary residence in Summerset, South Dakota. (APP. 086). The living quarters were located in the basement of the restaurant and bar. (APP. 105 at 023). The living quarters had never been leased out as a residence. Instead, people who ran either the campground or bar/restaurant stayed in the living quarters for a short period of time. (APP. 109).

By way of background, Iverson had received a call from Seller indicating Buyers had visited the Business, told him the terms for a purchase agreement (e.g. purchase price, "as-is with no warranty" sale), and said they would be in to his office to "do the Purchase Agreement...." (APP. 154 and 158). Buyers testified that basically they and Seller had negotiated all the terms of the sale of the Business, except for the down payment, and went to Iverson to have him do the paperwork. (APP. 080-081). Buyers testified they did not hire Iverson to negotiate the terms of the deal he had already struck with Seller or to look for any other campground opportunities. (APP. 081). Iverson went over the transaction documents and discussed with Buyers that "the [Business] was going to be sold as is with no warranty." (APP. 083). Prior to closing Buyers didn't ask Iverson

¹ Buyers' omit this distinction in their brief. Appellants' br. at 16.

a single question concerning either the condition of the property or about the Business. (APP. 085).

Upon arrival, Iverson fully explained to Buyers that he was the listing and selling agent and could only act as a disclosed limited agent of both parties to the transaction. (APP, 154 and 003). Iverson provided and explained all of the required real estate agency forms such as the "Real Estate Relationships Disclosure" (APP, 061), "Agency Agreement Addendum" (APP, 062), and "Buyers Agency Agreement" (APP, 063)(which would have only applied had Iverson exclusively represented Buyers as opposed to both Seller and Buyers). The Real Estate Relationship Disclosure explains that Iverson, as a limited agent, "may not be able to continue to provide other fiduciary services previously provided to the client." (APP, 061). Since Iverson was representing both the Seller and Buyers, Section III of the Agency Agreement Addendum applied, which provided in part, that Iverson could not represent the interests of one over the other but that he was required to "[d]isclose all known material facts" about the property. (APP, 062).

That same day, Seller entered into a Real Estate Purchase Agreement Commercial/Agricultural ("Purchase Agreement") under which Buyers agreed to purchase the Business through a contract for deed. (APP. 003 and 064). Additionally, the Purchase Agreement disclosed that: Iverson was a limited agent of both parties; Buyers were required to "inspect the property"; and Buyers were "deemed to have approved and accepted the property in its present condition and any real estate licensee having anything to do with [the] transaction does not have any further obligation to [Buyers] as to such inspections or agreement." (APP. 064).

Again, Iverson had never met Buyers prior to that day. (APP. 003). Buyers asked Iverson to close the deal on the Business as "quickly as possible", because they "wanted to close ASAP to get the ball rolling on the campground." (APP. 160 and 083).

Iverson inserted four inspection contingencies into the Purchase Agreement to protect the Buyers (septic tank inspection, well test, buyer to inspect property and equipment, and buyer may conduct "any other inspections" they wanted). (APP. 064 and 082). Iverson also put several provisions in the Addenda to protect the Buyers. (APP. 066 and 158).

On or about May 12, 2017, Seller and Buyers entered into the contract for deed ("Contract for Deed") contemplated in the Commercial Purchase Agreement. (APP. 003 and 067).

The Contract for Deed provided, in part, the following:

<u>PROPERTY PURCHASED IN "AS IS" CONDITION</u>. Buyers acknowledge that they have examined the subject real estate and the improvements thereon and accepts the same in its present condition, and acknowledge that they are not relying on any representations or warranties, express or implied, of Sellers or any agent of Sellers, other than those described in this Contract, and the Buyers in buying said property are relying solely on their own judgment. *Buyers hereby accept* the subject real estate in its present condition. Buyers are buying the subject property in an "as is" condition, with Buyers to be responsible for the cost of all repairs necessary after the date of this Contract.

Id. (emphasis added).

Despite purchasing the property "as-is" and agreeing to take responsibility for "the costs of all repairs necessary" after closing, Buyers did not obtain a single inspection of the Business prior to closing. *Id.* (APP, 159). In fact, Buyers even refused Seller's

request to show them around the Business and cabins to "look at things" prior to making an offer. (APP. 118). Buyer declined and said, "Nope, I'm happy with what I see." Id.

Buyers did not raise any concerns about the purchase of the property or even ask for any financial information prior to closing. (APP. 161) (never asked for tax returns, profit and loss information, balance sheet information, sales tax reports). Buyers never asked for Iverson's assessment of the financial information or operations of the Business. (APP. 165). In fact, from the time of the purchase agreement to closing, Buyers never asked Iverson a single question concerning the Business at all. *Id.* Buyers conceded that they did not rely on any representations of Seller or Iverson when they closed on the Business and that they had done everything they needed to do to satisfy themselves the deal was going to work for them. (APP. 089).

Buyers also raised no concerns over the terms of the Contract for Deed. (APP. 161). This was the first transaction lverson had ever seen where a prospective buyer of a business did not ask for *any* financial information prior to entering into a purchase agreement. *Id.* The very first time Buyers asked to review any financial information on the Business was *over a month after closing.* (APP. 163).

At no time prior to closing of the Business sale did Iverson have any knowledge of the following *alleged* material defects ("Material Defects") at the Business as referenced in paragraph 11 of Plaintiffs' Complaint:

a. Prior flooding of the basement (APP. 0872);

² Buyers' characterization of this issue as "flooding" is misleading and erroneous as Grimm testified he disagreed that any "flooding" had occurred. (APP. 110).

- Existence of mold in the basement (APP. 087, 111 and 118)(Seller never told Iverson about any water or mold in the basement);
- c. The deck and parking lot on the campground located on a right of way (APP, 086, 087, 110, 118-119³);
- A majority of the fire rings in the campground were not up to code (APP, 087);
- e. The financial statements provided to Plaintiffs are not accurate and significantly overinflated the value of the property (APP. 087 and 119)(Seller believed the financial information was accurate);
- f. That Seller intentionally misrepresented that all the bridges on the property had been rebuilt and widened (APP. 087); and
- g. That a number of motorhomes have fallen through the bridges on the Campground. (APP. 087 and 119)(however, such incidences happened after closing of the transaction).

(APP. 004, 024-054).

Iverson never, at any time, gave Buyers a copy of the sales pamphlet, which mentions the "living quarters". (APP. 046 and 156). Iverson did know that part of the commercial property included "living quarters" for the person who was running the Business to stay. *Id.* He did not believe the "living quarters" had ever been used as "family dwellings or a residence." (APP. 168). Importantly, Seller never told lverson that "anyone had ever used [the] property as an actual residence." (APP. 120). As such, Iverson believed the sale of the Business did not implicate the residential disclosure statutes because it was a business that included cabins and living quarters. (APP. 166). He had sold campgrounds before that all had some sort of living quarters but never concluded a residential disclosure statement was required. *Id*.

³ This issue is a red herring as it was addressed by Grimm in about 90 minutes at no cost after Buyers gave the campground back. *Id.* at 077.

At the time of purchase, Buyers acknowledged that neither the Business nor any part of the property was classified as owner-occupied and would not be occupied or used by Buyers as a principal residence. (APP. 007). Buyers did not purchase the Business for the purposes of living in any of the structures and did not live in or rent the structure they claimed to be a residence. (T 18). Further, Buyers completed the Certificate of Real Estate Value indicating the Business property would not be used as a residence. (APP. 166).

Buyers closed on the deal, began operating the Business, and then discovered certain issues they claimed should have been disclosed to them. They alleged that Iverson intentionally and negligently failed to disclose structural and foundational defects within the residence and surrounding property, pursuant to SDCL § 43-4-38. (R2 (Complaint) at ¶13). However, as detailed herein, Buyers produced no evidence to support their allegations that Iverson had actual knowledge of any of the claimed Material Defects or any other matter they allege he should have but failed to disclose to them. (APP. 004-008). Each of the claimed non-disclosures and Buyers lack of proof are detailed as follows:

A. Basement Flooding.

Buyers failed to produce any facts or documents supporting their claims that Iverson had personal knowledge of any flooding and simply stated that he "knew or should have known of the conditions with the basement." (APP, 004 and 087)(Buyer admits having no information that Iverson knew of any prior flooding).

B. Mold.

Buyers had no facts or documents supporting their claims that lverson had personal knowledge of mold and simply guessed that he "was the only person allowed to show the property [and] would have had to have an inspection done at some point and noticed the mold in the basement from the flooding." (APP. 005 and 087). Further, Duane admitted that the substance he thought might be mold was never tested or confirmed as mold. (APP. 091).

C. Deck and Parking Lot Issues.

Likewise, Buyers were unable to produce any facts or documents supporting their elaims that Iverson had personal knowledge of any issues with the deck or parking lot being on a right of way or requiring removal by the State of South Dakota. (APP. 005). When asked for any facts supporting the allegations, Buyers stated that "Mr. Iverson was the realtor for a number of years prior to the sale and knew or should have known of the issues with the deck and parking lot." *Id.* Buyers responded to a request to supplement the answer by stating, in part:

The "specific facts regarding [Mr. Iverson's] knowledge will not be fully developed until depositions in this case"; that Mr. Iverson told Plaintiff he was the "RV park salesman" for the area; that Mr. Iverson knew the "legal description of the property, and had to be familiar with the property in order to sell it."

Id.

D. Fire Rings.

Buyers have no evidence that Iverson had personal knowledge of any code issues with the fire rings at the Business. (APP. 005). When asked for any facts supporting the

allegation, Buyers state that "Mr. Iverson was the professional on the property and should have known the fire rings were not compliant with any code requirement." Id. (emphasis added).

E. Financial Statements.

Buyers failed to produce any facts or documents supporting their claims that Iverson had personal knowledge that any financial statements provided to them were not correct. (APP. 005-006). When asked for any facts supporting the allegations, Buyers stated:

On several occasions I visited Mr. Iverson's office and told him things did not seem right as far as the financial statements. We went over them together and found miscellaneous things that Mr. Iverson could not explain, such as miscellaneous assets and the Grimm's also listed 2016 as 2015's financial statements and the 2015 Sturgis Rally was one of the largest on record.

Id.

Buyers failed to mention that they asked questions about the financial statements after, not before, closing. (APP. 163).

F. Bridges / Motorhome Falling Through.

Buyers were unable to produce any evidence supporting their claims that Iverson had personal knowledge that any of the bridges on the property had not been rebuilt and widened at the Business or that a motorhome had fallen through a bridge (albeit, after closing) as part of the operation of the Business. (APP. 006).

G. Non-Disclosed Facts.

Buyers were asked to provide the "facts supporting any contention [Mr. Iverson]

had personal knowledge ... of any information that [they] allege he should have, but did not disclose to [them]." (APP. 006-007). Buyers had no such facts and have simply responded that "Mr. Iverson along with [Seller] should have furnished a full disclosure on the property before May 12, 2017", the closing date. *Id*.

H. Structural or Foundational Defects.

Buyers have no facts supporting their claim that Iverson, at any time prior to closing, had knowledge of any structural or foundational defect as alleged in their Complaint. (APP. 007⁴).

I. "Material Defects".

Buyers claimed that lverson should have disclosed certain "material defects with the property" as alleged in paragraphs 15 and 16 of their Complaint, which they identify as follows:

The bridge was not rebuilt as advertised, fire rings had to be rebuilt, mold and water damage in basement, deck and parking lot were not in compliance with the right of way, and financial statements were misleading.

Yet, Buyers produced no facts supporting their claim that Iverson, at any time prior to closing, had knowledge of *any* such material defect. (APP. 007).

In January of 2018, Buyers sued Seller and Iverson. Remingtons brought the following claims against Iverson:

⁴ Plaintiffs' response directed the reader to their Answer to Interrogatory No. 4 stating Iverson "knew or should have known of the issues with the deck and parking lot."

a. Intentional or negligent failure to disclose defect pursuant to SDCL § 43-4-38

- b. Fraudulent misrepresentation
- c. Fraudulent concealment
- d. Willful and wanton misconduct
- e. Breach of fiduciary duty arising out of the limited representation agreement
- f. Breach of contract by Bryan Iverson

(R2).

The Circuit Court granted Iverson's Motion for Summary Judgment on all of

Buyers' claims against him. (APP. 001). Buyers on appeal claim the Circuit Court erred

in the following two respects: 1) finding no disputed material fact exists concerning

Iverson's knowledge of material defects with the property; and 2) finding that a property

disclosure statement was not required for the sale of the property.

Buyers do not address the other claims dismissed by the Circuit Court of:

fraudulent misrepresentation; fraudulent concealment; or willful and wanton misconduct.

Therefore, they are deemed abandoned. Drier v. Great Am. Ins. Co., 409 N.W.2d 357, 361

(SD 1987)(holding "an issue or argument not briefed and supported by authority is

considered abandoned").

STANDARD OF REVIEW

[Summary] judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

SDCL § 15-6-56 (c).

[The Court views] the evidence in favor of the nonmoving party and reasonable doubts are resolved against the moving party, but the nonmoving party ... must have presented specific facts showing that a genuine, material issue for trial existed. ... A disputed fact is not 'material' unless it would affect the outcome of the suit under the governing substantive law. ... Further, a nonmoving party's mere general allegations and denials which do not set forth specific facts will not prevent the issuance of summary judgment. Niesche v. Wilkinson, 2013 SD 90, ¶ 9, 841 N.W.2d 250, 253-54 (internal quotations and citations omitted).

The construction and application of statutes are reviewed de novo, with no deference to the trial court. LPN Trust v. Farrar Outdoor Advertising, Inc., 1996 SD 97, ¶ 8, 552 N.W.2d 796, 798.

Buyers, in opposing summary judgment, were required to "substantiate [their] allegations with sufficient probative evidence that would permit a finding in [their] favor on more than mere speculation, conjecture, or fantasy." *Godbe v. City of Rapid City*, 2022 SD 1, ¶ 21, 969 N.W.2d 208, 213 (citation omitted). "Mere speculation and general assertions, without some concrete evidence, are not enough to avoid summary judgment." *Id. See also Olson v. Berggren*, 2021 SD 58, ¶ 37, 965 N.W.2d 442, 454–55 (citations omitted). Moreover, "cases of fraud and deceit require a higher degree of specificity in order to avert summary judgment." *Id.* Without "specific material facts" from which it can reasonably be inferred that the defendant had "specific" knowledge, the opposing party cannot prevent summary judgment. *Id.*

ARGUMENT AND AUTHORITIES

The Circuit Court did not err in finding that no material fact existed that Iverson did not violate the South Dakota Residential Disclosure Statutes

The Circuit Court dismissed Buyers' claim that Iverson intentionally or negligently failed to disclose defects pursuant to SDCL § 43-4-38.

Buyers claimed Iverson was liable to them pursuant to the South Dakota residential real estate disclosure statutes, SDCL §§ 43-4-37 through 43-4-44 ("Residential Disclosure Statutes"). (R2 at¶ 12-17). The Circuit Court was correct for numerous reasons.

A. Real Estate Agents Not Liable for Violations of SDCL § 43-4-38

This Court has explicitly ruled that SDCL § 43-4-38 "of course, imposes no duty on [a real estate agent]" who has "no duty to uncover and disclose defects in the Seller's property." *Saiz v. Horn*, 2003 SD 94, ¶ 11, 668 N.W.2d 332, 336 (holding an agent does, however, have a duty to inform buyers that, "by law, the Seller must give them a disclosure statement" when applicable). The Residential Disclosure Statutes definitions and required statement evince a clear legislative intent to only hold Sellers, not real estate agents, liable for defects in residential disclosure statements. *See* SDCL §§ 43-4-37 (Iverson neither a "buyer" nor a "Seller") and 43-4-44 ("Any agent representing any party to this transaction makes no representations and is not responsible for any conditions existing in the property.").

B. Residential Disclosure Statutes only Apply to Residential Buyers and Residential Sellers of Residential Real Property, Not Commercial Transactions

The Residential Disclosure Statutes are inapplicable in the sale of this Business. Simply stated, Buyers were not "buyers" under the Residential Disclosure Statutes because in purchasing the Business, they were not "negotiating or attempting to become an owner of residential real property...." SDCL § 43-4-37(1). Instead, they wanted to and did purchase a Business that was wholly located in a commercial zone which, incidentally, had a basement living quarters. If Buyers' position is accepted then every lodge, hotel, campground, and commercial business where an owner or employee had ever stayed overnight would be subject to the Residential Disclosure Statutes. Next, Wild Bill's Campground was not a "Seller" under the Residential Disclosure Statutes as it was not the owner of "residential real property." SDCL § 43-4-37(4). "Residential real property," is defined as "all residential real property consisting of not more than four family dwelling units, all of which are contained in one structure[.]" SDCL § 43-4-37(3). The "living quarters" at the Business were never represented to be suitable as a "family dwelling unit". Moreover, the "living quarters" were located in the basement of the commercial building in a Business located in a commercial, not residential, zoning area, that were listed, advertised and sold in a commercial—not residential mean property transaction. The "living quarters" simply do not meet the definition of "residential real property" and, therefore, the South Dakota residential real estate disclosure laws do not apply. *Id*.

The Nebraska statute cited by Buyers is easily distinguishable. The South Dakota and Nebraska definitions of residential property are vastly different. South Dakota defines residential property as "*all residential real property* consisting of not more than four *family* dwelling units, all of which are contained in one structure[.]" SDCL § 43-4-37 (emphasis added). The Nebraska disclosure statute defines residential real property as "real property which is being *used primarily for residential purposes* on which no fewer than one or more than four dwelling units are located[.]" Neb.Rev.Stat. § 76-2,120(I)(c)(emphasis added).

Consideration of the "primary purpose" of the real property under the Nebraska statute leaves room that the disclosure statutes are applicable in a mixed use transaction, but only when the primary purpose of the real property is residential. *Id.* The South Dakota statute does not allow such inquiry and necessarily means that the entire property

must meet the definition of residential real property. SDCL § 43-4-37. Thus, the living quarters at issue clearly do not meet the South Dakota definition and, further, would not even meet the Nebraska definition as the Business that was purchased was not used "primarily for residential purposes" but was used primarily as a campground with cabins, campsites, saloon, restaurant, etc. *Id*.

The South Dakota courts have not elaborated on what constitutes "residential real property" under SDCL § 43-4-37. However, other definitions and interpretations of "residential property" are instructive and show that the living quarters at the Business clearly do not transform this commercial transaction into a residential home sale. *See* 12 USCS § 1464 (A) (the terms residential real property or residential real estate mean "leaseholds, homes ... and, combinations of homes or dwelling units and business property, involving only minor or incidental business use, or property to be improved by construction of such structures"); and 24 CFR 35.110 ("Residential property means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not including land used for ... commercial ... or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.").

Here, it is clear the Business, which is located in a commercial zone, is then commercial, not residential, property. *See <u>https://thelawdictionary.org/commercial-</u> <u>property/</u> (commercial property is "[p]roperty used for retail or trade and not zoned residential) and <u>https://www.sharestates.com/glossary/residential-property/</u> ("Residential property is any building or unit zoned and purposed as living space.").*

Buyers' one case in support of their claim that a disclosure statement is required in this commercial transaction is the Nebraska Supreme Court decision in *R.J. Miller, Inc. v, Harrington.* 618 N.W.2d 460 (2000). This case is inapplicable and easily distinguishable. First, as referenced above, the residential real property definition in Nebraska is vastly different from that provided in South Dakota and allows application of the residential disclosure statutes in mixed-use situations where the primary purpose of the real estate remains residential. Second, the occupant or renter of the apartment in *Miller* was not the purchaser of the business or tavern whereas here the occupants of the living space lived there incidental to the operation of the primary business. The residential rental unit in *Miller*, on the third floor of the building, was entirely separate from the bar. Here, the living space is included within and incidental to operation of the Business.

Moreover, in *Miller*, the Nebraska Supreme Court ultimately affirmed a directed verdict in favor of the Sellers and their real estate agent because the district court found the Sellers had *no actual knowledge* of the alleged defects. *Id.* Furthermore, in *Miller*, zoning regulations allowed a dwelling to be located above the bar in a business district zoned primarily for commercial use. *Id.* at 462. Buyers provided no evidence that the basement dwelling was even allowed to be utilized as a "residence" in the commercial district. Finally, the *Miller* court held something more than circumstantial evidence was required to defeat summary judgment.

Buyers can cite only to *Miller*, nearly 24 years old, which has never, ever, been repeated or cited by any other court for the proposition that a commercial property sale that included a residential rental unit requires a residential property disclosure. *Miller*,

supra. The Court should reject Buyers' attempt to impose the residential real property disclosure laws on commercial property that has a space that is used as living quarters incidental to the operation of the business. Failure to do so would be contrary to the legislature's intent as reflected in the Residential Disclosure Statutes and lead to "strained, unpractical or absurd" results. *In re Estate of Gossman*, 1996 SD 124, ¶ 6, 555 N.W.2d 102, 104. The relief Buyers seek is only available through the legislature amending the disclosure statutes to require adherence to the disclosure laws when a commercial property contains any portion that may be used as a family dwelling.

C. Iverson Had No Knowledge of the Alleged Defects

Even if Iverson, as a real estate agent could be held liable under the Residential Disclosure Statutes, Buyers must prove he had knowledge of the alleged defects or information they claim should have been disclosed. *See Miller, supra*, at 465 (upholding dismissal of plaintiff's claims because there was no proof, circumstantial or otherwise, that Sellers had "actual knowledge" of the defects), *Engelhart v. Kramer*, 1997 SD 124, ¶ 20, 570 N.W.2d 550, 554 (holding that "with the adoption of South Dakota's detailed disclosure statutes the doctrine of *caveat emptor* has been abandoned in favor of full and complete disclosure of defects of *which the Seller is aware*.") (emphasis added) and *Fuller v. Croston*, 2006 SD 110, ¶ 23, 725 N.W.2d 600, 608 (noting one "obvious purpose of the disclosure statutes is 'to provide prospective buyers with information about material defects *known to the Seller* concerning the property."") (emphasis added).

There is no dispute of material fact that Buyers have no evidence that Iverson⁵ had any such knowledge. (APP. 002-023). Buyers had to show that Iverson was actually aware of material defects in order to prevent summary judgment. *Moore v. Williams*, 192 P.3d 1275, 1278–79 (Ok.Ct.App. 2008). The Court in *Moore* held that although the realtor breached a duty to provide Sellers with a disclosure form, the only remedy a buyer may pursue is when a real estate licensee has actual knowledge of a defect prior to acceptance of an offer which is not revealed to the buyer. *Id.* (affirming summary judgment in favor of realtor). Buyers cannot hold Mr. Iverson liable for any misrepresentation by Seller unless they can show he knew of the misrepresentation. *Fuller v. Croston*, 2006 SD 110, ¶ 38, 725 N.W.2d 600, 611 (citing SDCL § 36–21A–148).

Mere conjecture, speculation and general assertions "without some concrete evidence" that Mr. Iverson should have had such knowledge because he was familiar with the property or the Seller does not create a genuine issue of material fact. *Godbe, supra*. Buyers' unfounded and unsupported claims against Mr. Iverson are exactly the type of "sham claims" that should be disposed of by way of summary judgment. *Tibke v. McDougall*, 479 N.W.2d 898, 904 (SD 1992)(citation omitted).

⁵ Pursuant to SDCL § 36–21A–148, lverson could be held liable for misrepresentations of the Seller only if he had knowledge of the misrepresentation. *Fuller v. Croston*, ¶ 39, Again, Plaintiffs have no evidence that lverson had knowledge of any claimed misrepresentation. *Id*.

D. Buyers Waived the Right to a Disclosure Statement, if One was Required

Buyers purchased the property "as is" and waived their rights under SDCL § 43-4-38. Lucero v. Van Wie, 1999 SD 109, ¶ 16-17, 598 N.W.2d 893, 898. Remington "attempts to use the disclosure statutes to escape a freely entered contract." *Id.* The Court has previously stated: "The basic premise in the law is that when the parties reduce an agreement to writing and sign it, that written agreement is entitled to enforcement." *Id.* (citations omitted). "As a general principle, one who accepts a written contract is conclusively presumed to know its contents and to assent to them, in the absence of fraud, misrepresentation or other wrongful act by another contracting party." *Id.* (citations omitted).

Under the facts of this case, where the Buyers "initiated the sale", were "familiar with the property", refused to inspect the Business they were buying, "the disclosure statutes do not provide the umbrella protection [they] would like to assert." *Id.* They "entered into an enforceable contract and purchased the property "as is," the result of which was to waive disclosure requirements." *Id.*

Both the circumstances and contract language support that the Buyers' intent was to waive any disclosure requirements. Oxton v. Rudland, 2017 SD 35, ¶ 22, 897 N.W.2d 356, 362. Buyers appear to assert that the mere allegation of fraud or misrepresentation is enough to save them from the "as is" provision in their contract. Such an assertion is incorrect as more than mere speculation or conjecture is required. In Oxton, there was direct and incontrovertible evidence of a misrepresentation where the Seller had previously received a disclosure statement on the home that clearly disclosed the presence of expansive soil, which the Seller had subsequently failed to disclose to

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Oxtons. Id. No such evidence exists in the present case. Buyers simply assert an

impermissible "could have, should have, would have had to" standard upon Iverson.

The Circuit Court did not err in finding that no material fact existed that lverson did not engage in fraudulent misrepresentation⁶

The Circuit Court dismissed Buyers' claim that lverson had made fraudulent

misrepresentations.

Buyers claimed, inter alia, that Iverson committed fraudulent misrepresentation

by suppressing knowledge of defects or material facts to them concerning the Business.

(R2 at ¶ 18-27).

A claim of fraudulent misrepresentation is established by proving:

- 1) A defendant made a representation as a statement of fact;
- 2) The representation was untrue;
- The defendant knew the representation was untrue or he made the representation recklessly;
- The defendant made the representation with intent to deceive the plaintiff and for the purpose of inducing the plaintiff to act upon it;
- 5) The plaintiff justifiably relied on the representation;
- 6) The plaintiff suffered damage as a result.

Estate of Johnson by & through Johnson v. Weber, 2017 SD 36, § 27, 898 N.W.2d 718,

729, reh'g denied (July 28, 2017)(citations omitted).

Buyers' claim was properly dismissed as there was no genuine issue of material

fact that Buyers did not particularly describe what representations were made by lverson

⁶ Iverson asserts that Buyers have abandoned this issue by failing to argue or support with authority in their opening brief. *Drier*, *supra*. Iverson addresses the issue in the event the Court finds the issue was not abandoned. *Id*.

as a statement of fact and, more importantly, have admitted that they have no evidence that Iverson knew any "representation was untrue". *Id.* "In fraud and deceit claims, 'summary judgment is proper when a plaintiff produces no evidence of deceitful intent on defendant's part...." *Id.* (citation omitted).

III. The Circuit Court did not err in finding that no material fact existed that Iverson did not engage in fraudulent concealment⁷

The Circuit Court dismissed Buyers' claim that Iverson engaged in fraudulent concealment. Buyers' "Fraudulent Concealment" claim alleged that the Defendants fraudulently and intentionally concealed or suppressed known defects with the Business. (R2 at ¶ 28-33). Fraudulent concealment is not a separate cause of action but, instead, a doctrine that may serve to toll the applicable statute of limitations when proven. *Strassburg v. Citizens State Bank*, 1998 SD 72, ¶ 14, 581 N.W.2d 510, 515. Even so, Buyers were unable to create a genuine issue of material fact that Iverson had any of the alleged knowledge they claim was concealed. Therefore, Buyers' claim was properly dismissed by the Circuit Court.

⁷ Iverson asserts that Buyers have abandoned this issue by failing to argue or support with authority in their opening brief. *Drier, supra*. Iverson addresses the issue in the event the Court finds the issue was not abandoned. *Id*.

IV. The Circuit Court did not err in finding that no material fact existed that Iverson did not engage in willful and wanton misconduct⁸

The Circuit Court dismissed Buyers' claim that Iverson had engaged in willful and wonton misconduct. Buyers' alleged willful and wanton misconduct claiming Iverson refused to disclose defects he knew or should have known existed in the property. (R2 at ¶] 34-36). As addressed previously, there exists no genuine issue of material fact that Iverson did not have knowledge of any of the defects Buyers claim should have been disclosed. (APP. 002-504). Buyers' position, boiled down to its essence, is that Iverson *should have known* of the alleged defects, which is clearly insufficient to support any claim of willful or wanton behavior or intentional tort. *See Div. of Occupational Safety & Health of Indus. Comm'n v. Ball, Ball & Brosamer*, 837 P.2d 174, 179 (AZ. Ct. App. 1992)(holding a "could have known" standard is both too broad and too infallible to fit the test of "willful." The "could have known" standard implicitly substitutes a nonexistent potential knowledge for the actual knowledge possessed at the time of the accident. Actual knowledge, not potential knowledge, is the prerequisite for the assessment of "willful.").

V. The Circuit Court did not err in finding that no material fact existed that Iverson did not breach any fiduciary duties to Buyers

The Circuit Court properly dismissed Buyers' claim that Iverson had breached fiduciary duties owed to them pursuant to the limited agency agreement. Iverson was

⁸ Iverson asserts that Buyers have abandoned this issue by failing to argue or support with authority in their opening brief. *Drier*, *supra*. Iverson addresses the issue in the event the Court finds the issue was not abandoned. *Id*.

acting as a limited agent for Seller and Buyers with their informed written consent.

Iverson's duties and obligations as their limited agent are statutorily defined:

- To perform the terms of any written agreement made with the client;
- (2) To exercise reasonable skill and care for the client;
- (3) To present all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
- (4) To disclose to the client adverse material facts known9 by the licensee;
- (5) To advise the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee;
- (6) To account in a timely manner for all money and property received; and
- (7) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

SDCL § 36-21A-140.

Buyers state that Iverson owed them a fiduciary duty. Iverson, respectfully

submits that as a disclosed limited agent his obligations were set forth in SDCL § 36-

21A-140, which does not contain the fiduciary duty language that is imposed upon real

estate agents in single agency transactions. The statutes governing single agency

representations adopt the common law fiduciary language upon real estate agents to

"promote the interest of the client with the utmost good faith, loyalty, and fidelity ... "

SDCL §§ 36-21A-132 (agent representing only the Seller) and § 36-21A-136 (agent only

representing the buyer). The South Dakota Legislature did not include the fiduciary

⁹ Contrary to Buyers' assertions, South Dakota law imposes no duty on a real estate agent "to uncover and disclose defects in the Seller's property." Saiz v. Horn, 668 N.W.2d 332, 336 Id. at 336. Iverson's only duty towards Remingtons with regard to listing was to "substantiate that the information taken in the listing agreement is accurate." SDCL § 36-21A-78. There is no allegation that anything in the listing agreement is inaccurate. (APP. 054).

language in the limited agency statute because it is not possible for a real estate agent to be a fiduciary as he/she cannot "serve two masters" at the same time. *Frazier v. Hartford Fire Ins. Co.*, 51 SD 40, 45, 211 N.W. 973, 976 (1927).

Only one of the cases Buyers cite in support of their proposition that Iverson owed them a fiduciary involves a limited agency relationships like theirs with Iverson. In *Jacquot v. Rozum*, this Court approved the use of two jury instructions concerning a real estate agent's fiduciary duties in a case that involved a limited agency transaction. 2010 SD 84, ¶ 22, 790 N.W.2d 498, 506. However, the cases relied upon by the Court concerned single agency transactions. *See Saiz v. Horn*, 2003 SD 94, 668 N.W.2d 332 (holding buyer's agent "owed a fiduciary duty" to buyers) and *Hurney v. Locke*, 308 N.W.2d 764 (SD 1981)(holding that exclusive Sellers' agent owed Sellers a "duty of utmost good faith, integrity and loyalty").

Iverson respectfully submits that the Court in *Rozum* may have inadvertently overlooked the single agency nature of the real estate relationship in *Saiz* and *Hurney* as well as the South Dakota Legislature's omission of the fiduciary duty language (i.e. to "promote the interest of the client with the utmost good faith, loyalty, and fidelity") in the statute defining the obligations of limited agents in South Dakota. In a limited agency transaction such as this, it is simply not possible—and in fact is contrary to the agency agreement addendum—for a real estate agent like lverson to "act primarily for the benefit" of Buyers over the Seller. *Dinsmore v. Piper Jaffray. Inc.*, 1999 SD 56, ¶ 19, 593 N.W.2d 41, 46 (citation omitted). A sports analogy demonstrates the inherent conflict of imposing the part of single agent duties (i.e. to "promote the interests of the client with the utmost good faith and fidelity") into the limited or dual agency relationship. Consider

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two adversarial teams in the same game sharing one coach. The coach may offer some benefit to both teams but cannot favor one team over the other. The coach certainly cannot share what she believes might be a weakness in the other to the team.

Nonetheless, Iverson concedes that a limited agent's obligation to "exercise reasonable skill and care for the client" would have required him to advise both Buyers and Seller that a disclosure statement was needed if the South Dakota residential disclosure laws would have been applicable to the sale of the Business. *See* SDCL § 36-21A-140 (2). However, since a Residential Disclosure Statement was not required, there is no genuine issue of material fact that Iverson complied with SDCL § 36-21A-140.

Buyers claim that Iverson disavowed his contractual obligations and the claimed fiduciary duties in his deposition.¹⁰ However, examination of his full deposition testimony provides needed clarification. Buyers' counsel asked Iverson to agree that duties applicable only to agents representing buyers exclusively applied to limited agents like him who represented both sides to the transaction. (APP. 139-140)(Buyers' counsel references language from section I on exclusive agency rather than section III on limited agency) and (APP. 062). The commercial purchase agreement clearly indicates that Iverson is the limited agent of both parties as outlined in Section III of the Agency Agreement Addendum. (APP. 064).

¹⁰ Buyers' reliance on the Buyers Agency Agreement is misplaced as it is inapplicable in limited agency transactions and would only apply if Iverson was their "exclusive agent". (APP. 063)(subtitled "Exclusive Agreement to Represent Buyers").

VI. The Circuit Court did not err in finding that no material fact existed that Iverson did not breach the terms of the limited agency agreement

The Circuit Court dismissed Buyers' claim that Iverson had breached the terms of the limited agency agreement by "not disclosing all known material facts regarding the property". (R2 at ¶46). Buyers were and are unable to create a genuine issue of material fact that Iverson had failed to disclose "adverse material facts known" by him or otherwise breached the terms of the Agency Agreement Addendum. SDCL § 36-21A-140(4) and (APP. 062).

CONCLUSION

Buyers secured the limited agent services of Iverson after they had already fully negotiated a deal with Seller for the purchase of the Business. Prior to even meeting Iverson, Buyers had their minds made up, refused to do even cursory walk throughs with Seller, and just wanted to get the deal done as soon as possible so they could open the Business for the start of the camping season. They knew the Business and property was being bought "as-is" and proceeded without exercising any of the inspection opportunities Iverson had included in the purchase agreement for their benefit. Incredibly, prior to closing on a nearly \$1 million dollar business, they neither asked a single question nor asked for any documentation concerning the financial aspect of the Business or the condition of the property.

After the purchase, Buyers had cold feet and wanted to get out of the Contract for Deed and give the Business back, which they did after raising various unsupported claims to try and justify their change of heart and avoid liability. As demonstrated herein, the

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Residential Disclosure Statutes simply do not apply as neither the parties nor subject matter of the transaction meet the definition of a residential transfer.

Honestly, most of the alleged material defects have nothing to do with the claimed residence (i.e. bridge, deck, fire rings, etc.). Buyers' invitation to the Court to expand the Residential Disclosure Statutes in this matter should be rejected as it would lead to absurd results contrary to the Residential Disclosure Laws. Further, Buyers offered only speculation and conjecture about Iverson's knowledge of the alleged defects, which the Circuit Court correctly found did not create any genuine issue of material fact.

Iverson respectfully requests the Court affirm the trial court. Dated this 15th day of February, 2024.

> BANGS, McCULLEN, BUTLER, FOYE & SIMMONS, L.L.P.

By: Gregory Erlandson

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CERTIFICATE OF COMPLIANCE

Pursuant to SDC.L. §15-26A-66(b)(4), I certify that Appellee's Brief complies with the type volume limitation provided for in the South Dakota Codified Laws. This Brief contains 8,111 words and 42,528 characters. I have relied on the word and character count of our processing system used to prepare this Brief. The original Appellee's brief and all copies are in compliance with this rule.

Dated this 15th day of February, 2024.

BANGS, McCULLEN, BUTLER, FOYE & SIMMONS, L.L.P.

By: ~

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CERTIFICATE OF SERVICE

I certify that, on February 15, 2024, I served copies of this document upon each of the listed people by the following means:

- [] First Class Mail
- [] Hand Delivery
- [] Electronic Mail

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BANGS, McCULLEN, BUTLER, FOYE & SIMMONS, L.L.P.

By:

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STATE OF SOUTH DAKOTA))65	IN CIRCUIT COURT
COUNTY OF PENNINGTON)	SEVENTH JUDICIAL CIRCUIT
DUANE REMINGTON and MELODY REMINGTON,	}	51CIV18-000118
Plaintiffs,	ş	
vs.	}	ORDER GRANTING BRYAN
WILD BILL'S CAMPGROUND AN RESORT, LLC, KEITH GRIMM, and BRYAN IVERSON)))	SUMMARY JUDGMENT
Defendants	5	

Hearings were held on defendant Bryan Iverson's Motion for Summary Judgment on October 5, 2018 and February 22, 2019. Bryan Iverson appeared personally and through counsel, Grogory James Erlandson. Plaintiffs appeared through counsel Michael Beardsley. Wild Bill's Campground and Resort, LLC, and Keith Grimm was present through their attorney Robert Galbraith.

Based upon the pleadings on file and the arguments of counsel, the Court grants defendant Bryan Iverson's Motion for Summary Judgment thereby dismissing all of Plaintiffs' claims against him.

BY THE COURT:

RANAE TRUMAN, Clerk of Courts

puty

The Honorable Jeff Connolly Circuit Court Judge

> Pennington County, SD FILED IN CIRCUIT COURT FEB 2 7 2019

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51CIV18-000118

Order Granting Motion for Summary Judgment

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STATE OF SOUTH DAKOTA))SS	IN CIRCUIT COURT
COUNTY OF PENNINGTON)	SEVENTH JUDICIAL CIRCUIT
DUANE REMINGTON and)	51CIV18-000118
MELODY REMINGTON,)	
Plaintiffs,)	
VS.)	DEFENDANT BRYAN
)	IVERSON'S STATEMENT
)	OF UNDISPUTED
)	MATERIAL FACTS
WILD BILL'S CAMPGROUND)	
AND RESORT, LLC, KEITH)	
GRIMM, and BRYAN IVERSON	;)	
)	
Defendants.)	

Defendant Bryan Iverson ("Iverson"), pursuant to SDCL § 15-6-56(c)(1),

provides this Statement of Undisputed Material Facts in support of his Motion for Summary Judgment.

1. Iverson is a licensed real estate broker, registered with the South Dakota Department of Labor and associated with RE/MAX Results, in Rapid City, South Dakota. Affidavit of Bryan Iverson ("Iverson Affidavit") at ¶1.

 On or about July 21, 2016, Wild Bill's Campground and Resort, LLC ("WBCR") hired Iverson to attempt to sell its business, which consisted of a campground (98+ campsites, utility hookups, rental cabins, shower buildings, and main building), saloon (including malt beverage license), and grill ("Business") located in Deadwood, Lawrence County, South Dakota. *Id.* at ¶2.

3. WBRC and Iverson acknowledged that no residential disclosure statement was required because the sale was that of a business and not a residential structure. *Id.* at ¶3 and attached Ex. 1 (Exclusive Listing Agreement).

51CIV18-000118	Def Iverson's SOF	Page 1 of 8
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 On or about July 21, 2016, Iverson listed the Business in the multiple listing service. Id. at ¶5 and attached Ex. 2 (MLS listing sheet).

5. The Business is located in a commercial zone within Lawrence County, South Dakota. *Id.* at ¶6.

 On April 27, 2017, Duane Remington went to Iverson's office to write an offer on the Business. Id. at ¶7.

 Iverson explained to Duane Remington that he was the listing and selling agent and could only act as a disclosed limited agent of both parties to the transaction. Id. at ¶8.

8. On April 27, 2017, WBCR entered into a Real Estate Purchase Agreement Commercial/Agricultural ("Commercial Purchase Agreement") under which Plaintiffs agreed to purchase the Business through a contract for deed. *Id.* at ¶9 and attached Ex. 3 (Commercial Purchase Agreement).

9. Iverson had never met either Duane or Melody Remington prior to April 27, 2017. Id. at ¶10.

 On or about May 12, 2017, WBCR and Plaintiffs entored into the contract for deed ("Contract for Deed") contemplated in the Commercial Purchase Agreement. Id. at *11 and attached Ea. 4 ("Contract for Deed").

11. The Contract for Deed provided, in part, the following:

PROPERTY PURCHASED IN "AS IS" CONDITION. Buyers acknowledge that they have examined the subject real estate and the improvements thereon and accepts the same in its present condition, and acknowledge that they are not relying on any representations or warranties, express or implied, of Sellers or any agent of Sellers, other than those described in this Contract, and the Buyers in buying said property are relying solely on their own judgment. Buyers hereby accept the subject real estate in its present condition. Buyers are buying the subject property in an "as is" condition, with Buyers to be responsible for the cost of all repairs necessary after the date of this Contract.

Id.

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12. Iverson represented WBCR in the transaction as the listing and disclosed limited agent. *Id.* at ¶12.

At no time prior in closing of the transaction did lyerson have any knowledge of the following alleged material defects (Material Defects) of the Compground as referenced in paragraph 11 of Plaintiffs Complaints a. Prior flooding of the basement b. Existence of mold in the basement c. The deck and parking lot on the campground is located on a nght of way? d. A majority of the fire rings in the campground are not up to code. e. The financial statements provided to Plaintiffs are not accurate and significantly overinflated the value of the property; f. That WBCR intentionally misrepresented that the bridges on the property had been rebuilt and widened) and g. That a number of motorhomes have fallen through the bridges on the Campground.

Id. at 113.

14. Plaintiffs allege that Iverson intentionally and negligently failed to disclose structural and foundational defects within the residence and surrounding property, pursuant to SDCL § 43-4-38. Complaint at ¶13.

15. Plaintiffs have no evidence to support their allegations that Iverson had knowledge of any of the claimed Material Defects. Ex. A (Plaintiffs' Responses to Defendant Bryan Iverson's First Set of Interrogatories and Requests for Production of Documents filed March 20, 2018).

16. Basement Flopding. Plaintiffs are unable to produce any facts supporting their plaints that liverson had personal knowledge of any flooding and simply state that he "knew or should have known of the conditions with the basement." *Id.* at p. 1. Plaintiffs admit they have no documents supporting their allegation that Mr. Iverson possessed such knowledge. *Id.*

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17. Mind. Plaintiffs are unable to produce any facts supporting their claims that iteratin to personal knowledge of mold and simply state that he was the only person allowed to show the property fandl would have had to have an inspectee done at some point and noticed the mold in the basement from the flooding." *Id.* at pp. 1-2. Plantiffs admit they have no documents supporting their allegation that Iverson plantinged such knowledge. *Id.*

18 Deck and Parking Lot Issues Plaintiffs are unable to protince any facts supporting their claims liverson had personal knowledge of any issues with the deck or parking let being on a right of way or requiring supporting the State of South Dakots. Id at pp. 2-3. When asked for any facts supporting the allegations. Plaintiffs state that "Mr. Iverson was the realitier for a number of years prior to the sale and knew or should have known of the mouse with the deck and parking for "Id" Plantiffs admit they have no documents supporting their allegation that leaves on possessed such knowledge. Id. Plantiffs responded to counsel's request to supplement the interrogency answer by stating, in parti-

The "specific facts regarding [Mr. Iversion's] knewledge will not be fully developed until depositions in this case" that Mr. Iverson cold Plaintiff he was the "HV park subseman" for the area: that Mr. Iverson knew the "legal description of the property, and had to be funding with the property in order to sell it."

Ex. B (April 23, 2018, letter from Plaintiffs' counsel).

19. Fire Rings. Plaintiffs are unable to produce any facts supporting their claims that lyereon had personal knowledge of any code issues with the fire rings at the Campground. Ex. A at p. 3. When asked for any facts supporting the ellipation. Plaintiffs state that "Mr. Iverson was the professional on the property and should have known the fire rings were not compliant with any code requirement." *Id.* Plaintiffs admit they have to documents supporting their allegation that Iverson possessed such knowledge. *Id.*

20. <u>Financial Statements</u> Plaintiffs are unable to produce any facts supporting their claims that Iverson had personal knowledge that any financial statements provided to them were not correct. *Id.* When asked for any facts supporting the allegations. Plaintiffs state

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On several accountions I varied Mr. Iverson's office and told hain things did not seem right as far us the financial statements. We want over them together and found mass ellements things that Mr. Iverson could not explain such as missical anoons assets and the Grimm's also listed 2016 as 2015's financial statements and the 2015 Sturges Rally was one of the largest on record. Mr. Iverson was going to get some financial documents and after waiting several weeks he sold me I could come pick them up on a pertero day at 1000 am. My wife went to get fusion and Mr. Iverson was not there and he had left nothing with his secretary to give us. The secretary isset to reach him by phone and was not able to Both sourcetaries said it was unlike him to disappear without telling anyone and these it was atrange.

Id.

21. Bridges. Plaintiffs are unable to produce any facts supporting their claims that iverses had personal knowledge that any of the bridges on the property had not been retails and widened at the Campground id at 4. When asked fir any facts supporting the allegation. Plaintiffs state that "An approximent disclosure was given to us at closing that stated the bridges had been recently rebuilt and widened. The bounds were rotted and that is why a hus fell through the bridge." *In*. Plaintiffs admit they have no documents supporting that lyonson possessed such knowledge. *Id*

22. Motorhome Failing through Bridges. Plaintiffs are unable to produce any facts supporting their claims that iverson had persent knowledge that any motorhome fell through any bridge at the Campground *Id.* When asked for any facts supporting the allegation, Plaintiffs state that "An improvement disclosure was given to us at closing that stated the bridges had been excently rebuilt and widened. The chards were routest and that is why it has fell through the bridge." *Id.* Plaintiffs admit they have no documents supporting their allegation that Iverson personnel such knowledge. *Id.*

23. <u>Non-Disclosed Facts</u>. Plaintiffs were asked to provide the "facts supporting any contention [Mr. Iverson] had personal knowledge ... of any information that you allege he should have, but did not disclose to you." *Id.* Plaintiffs responded that "Mr. Iverson along with Mr. Grimm should have furnished a full disclosure on the property before May 12, 2017", the closing date, *Id.*

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24. <u>Campground Not a Residence</u>. The Campground is not a legal residence. Plaintiffs were asked to provide any facts supporting their contention that any part of the Campground was ever used as a residence. Ex. A at p. 4 and Ex. B at p. 1. Plaintiffs state that a prior lessee of the Campground and an employee had previously stayed in a room in the basement. Ex. A at p. 4. Plaintiffs never applied for owner/occupant taxes and have never resided at the Campground. *Id.* at p. 5.

25. Advartisement. The Compground was advartised for sale as a business or "RV Park/Compground" consisting of a RV park, taken, and guil, which included inter alia, 12-74 acros, 98+ compates, a shower house, seven axbins and a main building that included an office, store, saloon, guil, and "living quarters" ("Living Quarters") iversen Affidavit at #14 and stached Ex. 5 (Sales Brochure PLP54-60);

26. Upon parchase, Plaintiffs schooledged that the Business or property was act classified as owner occupied and wonit not be either occupied or used by Plaintiffs se a principal orsidence. *Id.* at \$15 and artsched Ex. 6 (Certificate of Real Estate Value dated May 12, 2017).

27. Structural or Poundational Defects. Plaintiffs have no facta supporting their claus that Iverson, at any time prior to closens, had knowledge of any structural or foundational defect as alleged in their Complaint. Ex. A at p. 57 and Ex. B.

28. <u>Material Defects</u> Plaintiffs describe the "material defects with the property" as alleged in paragraphs 16 and 16 of their Complaint as follows:

The bridge was not rebuilt as advertised, fire rings had to be rebuilt, mold and water damage in basement, deck and parking lot were not in compliance with the right of way, and financial statements were misleading.

29. **Iverson's Knowledge of Material Defects**. Plaintiffs have no facts supporting their claim that Iverson, at any time prior to closing, had knowledge of any Material Defects as defined and identified by Plaintiffs.

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¹ Plaintiffs' response directs the reader to their Answer to Interrogatory 4 stating Iverson "knew or should have known of the issues with the deck and parking lot."

Ex. A at p. 6 (alleging Iverson "knew or should have known" but providing no supporting facts) and Ex. B (no facts supporting any actual knowledge) at p. 1.

Other "Defects". Plaintiffs have no focts or supporting tion that forman knew or should have known of the following alleged in paragraph 35 of their Complaint
 a. Flooding issues with the Learnment. b. Hasserings sould growth? c. The location of the deck and parking lot on the right of way? d. The first rings were not up to code due to lack of gravel around them? e. The inaccuracy and overrafiated value of the financial statements provided to Plaintiffs; and f. The pair condition of the bridges, which Fieller intentionally micropresented and concepted.

Ex. A at p. 6 and attached Ex. B (no facts supporting any actual knowledge) at p. 1.

31. <u>Attorney's Fee Claim</u>. Plaintiffs have no basis for their attorney fee claim against Iverson. Ex. A at p. 6 and Ex. B at p. 2 (advising the basis of attorney fee claim is "fraud and deceit" which, if proven to a jury allow "punitive damages and attorney's fees...through the operation of South Dakota law.").

Dated this 29th day of May, 2018.

BANGS, McCULLEN, BUTLER, FOYE & SIMMONS, L.L.P.

By: Isl Gregory J. Erlandson

Gregory J. Erlandson 333 West Blvd., Ste. 400/PO Box 2670 Rapid City, SD 57709-2670 (605) 343-1040 gerlandson@bangsmccullen.com ATTORNEYS FOR DEFENDANT BRYAN IVERSON

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 29, 2018, he served a copy of this legal document upon the persons herein designated, all on the date shown, by electronically filing a copy of the same via the ECF filing system.

Brad J. Lee, Esq. Michael S. Beardsley, Esq. Beardsley, Jensen & Lee, Prof. LLC 4200 Beach Dr., Ste. #3 PO Box 9579 Rapid City, SD 57701 605-721-2800 <u>blee@blackhillslaw.com</u> <u>mbeardsley@blackhillslaw.com</u> ATTORNEYS FOR PLAINTIFFS John K. Nooney, Esq. Nooney & Solay 632 Main St. PO Box 8030 Rapid City, SD 57701 605-721-5846 john@nooneysolay.com ATTORNEYS FOR DEFENDANTS WILD BILL'S CAMPOROUND & RESORT, LLC, AND KEITH GRIMM

<u>/s/ Gregory J. Erlandson</u> GREGORY J. ERLANDSON

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STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) 88
DUANE REMINGTON and MELODY REMINGTON,	}
Plaintifís,)
vs.	1
WILD BILL'S CAMPGROUND AN RESORT, LLC.; KEITH GRIMM,	

Defendants.

BRYAN IVERSON,

IN CIRCUIT COURT

SEVENTH JUDICIAL CIRCUIT

Civ. No. 18-000118

PLAINTIFFS RESPONSES TO DEFENDANT BRYAN IVERSON'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

<u>INTERROGATORY 1:</u> Please state the full name, residence address, and telephone number of each and every person who assisted in responding to these Interrogatories and Requests for Production of Documents.

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RESPONSE: Duane and Melody Remington and their attorneys.

INTERROGATORY 2: State the facts supporting Your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that "[e]very year the basement floods" as alleged in Your Complaint.

RESPONSE: We believe that Mr. Iverson and Keith Grimm are good friends and Mr. Iverson knew or should have known of the conditions with the basement.

<u>REQUEST FOR PRODUCTION 1</u>: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 3: State the facts supporting Your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that, "The annual flooding caused mold to grow, which was deliberately covered up and by the Seller" as alleged in Your Complaint.

RESPONSE: The property had been for sale for several years and Mr. Iverson was the only person allowed to show the property. We met with the people that



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51CIV18-000118 APP. 010 bought the Custer Crazy Horse Campground and they told us that they were very interested in buying Wild Bill's but wanted another realtor to come and look at the property to see if it was worth what Keith Grimm was asking and if there was any problems with the buildings. Mr. Grimm would not allow anyone but Mr. Iverson to inspect the property. If Mr. Iverson was the only one allowed to show the property he would have had to have an inspection done at some point and noticed the mold in the basement from the flooding.

REQUEST FOR PRODUCTION 2: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 4: State the facts supporting Your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that "The State of South Dakota is requiring removal of the deck and parking lot on the campground because Seller built the deck and parking lot on a right of way, which Seller was aware of prior to the sale" as alleged in Your Complaint.

<u>RESPONSE:</u> Mr. lverson was the realtor for a number of years prior to the sale and knew or should have known of the issues with the deck and parking lot.

REQUEST FOR PRODUCTION 3: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 5: State the facts supporting Your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that either the deck or parking lot were built on a right of way.

RESPONSE: See response to Interrogatory No. 4.

REQUEST FOR PRODUCTION 4: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 6: State the facts supporting your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that the State of South Dakota would require removal of the deck and parking lot as alleged in Your Complaint. REQUEST FOR PRODUCTION 5: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 7: State the facts supporting your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that any fire rings were not compliant with any code requirement as alleged in Your Complaint.

RESPONSE: Mr. Iverson was the professional on the property and should have known the fire rings were not compliant with any code requirement.

REQUEST FOR PRODUCTION 6: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

<u>INTERROGATORY 8:</u> State the facts supporting your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that any financial statement or "value of the subject real estate" provided to Plaintiffs were inaccurate with regard to the value of the property as alleged in Your Complaint.

<u>RESPONSE</u>: On several occasions I visited Mr. Iverson's office and told him things did not seem right as far as the financial statements. We went over them together and found miscellaneous things that Mr. Iverson could not explain, such as miscellaneous assets and the Grimm's also listed 2016 as 2015's financial statements and the 2015 Sturgis Rally was one of the largest on record. Mr. Iverson was going to get some financial documents and after waiting several weeks he told me I could come pick them up on a certain day at 10:00 am. My wife went to get them and Mr. Iverson was not there and he had left nothing with his secretary to give us. The secretary tried to reach him by phone and was not able to. Both secretaries said it was unlike him to disappear without telling anyone and that it was strange.

Brandon Pressley rented the bar and restaurant income tax statement did not match Mr. Grimm's statement.

REQUEST FOR PRODUCTION 7: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: See financial documents. (Bates No. PLF.0001-00041.)

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INTERROGATORY 9: State the facts supporting Your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that any of the bridges on the property had been not been rebuilt and widened as alleged in Your Complaint.

<u>RESPONSE</u>: An improvement disclosure was given to us at closing that stated the bridges had been recently rebuilt and widened. The boards were rotted and that is why a bus fell through the bridge.

REQUEST FOR PRODUCTION 8: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

<u>INTERROGATORY 10:</u> State the facts supporting your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, that any motorhome had fallen through any bridge on the property as alleged in Your Complaint.

RESPONSE: See response to Interrogatory No. 9.

<u>REQUEST FOR PRODUCTION 9:</u> Produce a copy of all writings and documents relating to the preceding Interrogatory

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 11: State the facts supporting any contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, of any information that you allege he should have, but did not, disclosed to you.

RESPONSE: Mr. Iverson along with Mr. Grimm should have furnished a full disclosure on the property before May 12, 2017.

REQUEST FOR PRODUCTION 10: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: N/A.

<u>INTERROGATORY 12:</u> State the facts supporting any contention that any part of the property included in the Transaction was every used as residential real property.

<u>RESPONSE</u>: Brandon Pressley leased the bar and restaurant. Brandon, his wife and children lived down stairs and the basement flooded while they lived there and ruined everything they owned. Mr. Grimm also had another employee that was helping with repairs staying in a basement room.

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REQUEST FOR PRODUCTION 11; Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: N/A.

INTERROGATORY 13: State whether you have used any part of the property as a personal residence and, if so:

a. the identity of and description of the residential structure;

- b. whether you applied for any owner/occupied tax status;
- c. whether you maintained any other residences;

 d. whether the property was listed, marketed, or advertised as containing a residence;

e. whether the property used as a residence is compliant with any code or governmental regulation applicable to residential structures.

<u>RESPONSE</u>: We own a home in Summerset, South Dakota and drove home each night after closing. We did not apply for owner/occupant taxes. The living quarters was and still is advertised on the internet and said to call Mr. Iverson for information.

REQUEST FOR PRODUCTION 12: Produce a copy of all writings and documents relating to the preceding Interrogatory

RESPONSE: See attached internet advertisement. (Bates No. PLF.00051-00052.)

INTERROGATORY 14: Identify and describe the "structural [or] foundational defects within the residence and surrounding property" as alleged in ¶13 of Your Complaint.

RESPONSE: See Complaint.

REQUEST FOR PRODUCTION 13: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: See Complaint.

INTERROGATORY 15: State the facts supporting your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, of any "structural [or] foundational defects within the residence and surrounding property" as alleged in §13 of Your Complaint.

RESPONSE: See answer to interrogatory 4.

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<u>REQUEST FOR PRODUCTION 14:</u> Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 16: Identify and describe the "material defects with the property" as alleged in ¶¶15 and 16 of Your Complaint.

<u>RESPONSE</u>: The bridge was not rebuilt as advertised, fire rings had to be rebuilt, mold and water damage in basement, deck and parking lot were not in compliance with the right of way, and financial statements were misleading.

<u>REQUEST FOR PRODUCTION 15</u>: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: N/A.

INTERROGATORY 17: State the facts supporting your contention that Defendant had personal knowledge, at any time prior to the May 12, 2017 closing of the Transaction, of the "material defects with the property" alleged in \$15 and 16 of Your Complaint.

RESPONSE: See response to Interrogatory No. 4.

REQUEST FOR PRODUCTION 16; Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 18: State the facts supporting your contention that Defendant knew or should have known of the defects set forth in ¶35 of Your Complaint.

RESPONSE: Mr. Iverson and Mr. Grimm should of provided a full disclosure of the property. See also response to Interrogatory No. 4.

REQUEST FOR PRODUCTION 17: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: None at this time. Discovery is ongoing.

INTERROGATORY 19: State the factual and legal basis supporting your claim for attorney's fees against Defendant.

<u>RESPONSE</u>: Objection. Calls for a legal conclusion. Pursuant to said objection, attorney fees are recoverable through operation of South Dakota law.

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<u>REQUEST FOR PRODUCTION 18:</u> Produce a copy of all writings and documents relating to the preceding Interrogatory, including but not limited to all law firm billing invoices, fee agreements, and time entries showing legal services performed (with reducted attorney client communications or work product).

<u>RESPONSE</u>: Objection. The request is premature and will be provided at the conclusion of this matter to the Court.

INTERROGATORY 20: Have you, or your agents, attorneys, or any other person acting on your behalf, undertaken or caused to be undertaken any investigation with regard to the incident which is the subject of this litigation? If your answer is in the affirmative, please state:

a. The date and place of each investigation;

b. The name and address of the person who authorized each such investigation;

c. The name and address of the person who conducted each such investigation;

d. The subject matter and result of each such investigation;

e. Whether a written report was furnished by any such investigator, and if so, by whom;

f. The full name, address and telephone number of the person or persons who have present possession, dominion, custody or control of each such investigative report.

RESPONSE: Not at this time.

REQUEST FOR PRODUCTION 19: Produce a copy of all writings and documents relating to the preceding interrogatory.

RESPONSE: N/A.

INTERROGATORY 21: Have You, Your agents or attorneys, or any other person acting on your behalf, taken or caused to be taken any photograph, images, film, videotape, or other audio or visual recording with regard to this matter? If the answer is "yes," please state:

a. The date and place of each such recording;

b. The name and address of the person who authorized such recording;

c. The name and address of the photographer, videographer, or recorder; and

d. The full name and current, complete address of the person or persons

having present possession, dominion, custody, or control of each such

photograph, image, film, videotape, or other audio or visual recording.

Service Document Filed: 5/29/2018 5:15 PM CST Pennington County, South Dakota 51CIV18-000118 APP, 016 <u>RESPONSE:</u> I authorized my daughter to take pictures of the basement in September after we noticed the mold as it started to develop an odor.

REQUEST FOR PRODUCTION 20: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: See attached photos of mold in basement. (Bates No. PLF 00041-00051.)

INTERROGATORY 22: Other than the action herein, have you ever been a party in a civil lawsuit or proceeding? If so, for each lawsuit or proceeding, state:

a. Whether you were the plaintiff or the defendant;

b. The nature of the plaintiff's claim;

c. The court or agency and place of filing;

d. The date of filing:

e. The names of all parties other than "yourself" involved in the action;

The present status of each suit or claim;

g. If concluded, the final result of each suit or claim;

h. The amount of judgment or settlement or benefit in any concluded suit or claim.

RESPONSE: No.

INTERROGATORY 23: Please state whether or not any person made any statement, either oral or written, while being interviewed or questioned by You or on Your behalf or by any other person pertaining to his or her knowledge of any fact or circumstance relevant to any of Your claims or allegations. If any person has made such a statement, for each statement, please indicate:

a. The name, address, occupation and relationship to "you," if any, of the maker;

b. Date of making;

c. Place of making;

d. If written, was the statement signed or unsigned;

c. The names and addresses of all "persons" present at the time of the making;
f. The names and addresses of all "persons" present at the time of the

Signing; and

g. The names and addresses of each person now having possession or custody of any such statement, whether it is the original or a copy.

<u>RESPONSE</u>: The materials sought, to the extent that such may exist, were prepared in anticipation of litigation or for trial for the Plaintiffs or their attorney and constitute attorney-work product and are subject to discovery only upon a showing that the party seeking the discovery has substantial need

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of the materials in the preparation of its case and that it is unable without undue hardship to obtain the substantial equivalent of the materials by other means. Subject to this objection, none.

REQUEST FOR PRODUCTION 21: Produce a copy of all writings and documents relating to the preceding Interrogatory.

RESPONSE: N/A.

INTERROGATORY 24: As to each statement identified above, as long as the statement is not a privileged communication or was not prepared in anticipation of the trial of the above-entitled action by or for You or by or for Your representative, please state, in detail, the substance of all statements by all Persons.

If you contend that the statement is a privileged communication, please state the factual and legal basis of the privilege.

If you contend that the statement was prepared in anticipation of the trial of the above-entitled action by or for you or by or for your representative, please state the factual and legal basis of the privilege or claim.

RESPONSE: See response to Interrogatory No. 23.

INTERROGATORY 25: Do You have knowledge of, or have in Your possession or control, any notes, reports of conversations or interviews, paraphrasing of conversations, phonetic recordings of conversations, stenographic verbatim reports of conversations, transcripts of phonetic records or similar "documents" concerning communications or statements of or by any party or their representatives that pertain in any manner to any of the claims or defenses in this case? If so, for each such note, report, recording, transcript, memoranda, or "document," please state:

a. The time and date taken or obtained:

b. The place taken or obtained;

c. The name and address of each person who took or obtained it;

d. The names and addresses of all "persons" present at the time and place it was taken or obtained;

e. The names and addresses of each person now having or who has had possession or control thereof; and

f. A detailed statement of the contents thereof.

RESPONSE: See response to interrogatory No. 23.

<u>INTERROGATORY 26:</u> Please state the substance of any admissions made by or attributable to any Defendant or their agents or representatives. For each such admission, please indicate:

a. Whether it is in writing or is oral;

- b. If it is in writing, who has custody of the document;
- c. Who was present when the admission was made;
- d. When the admission was made; and
- c. Where the admission was made.

RESPONSE: Discovery is ongoing.

INTERROGATORY 27: Please state the substance of any declarations against interest made by or attributable to any Defendant or its agents or representatives. For each such declaration, please indicate:

- a. Whether it is in writing or oral;
- b. If it is in writing, who has custody of the document;
- c. Who was present when the declaration was made;
- d. When the declaration was made; and
- e. Where the declaration was made.

RESPONSE: Discovery is ongoing.

INTERROGATORY 28: List all exhibits and "documents" that may be offered by you as evidence in this trial.

<u>RESPONSE</u>: Objection. The applicable rules of discovery do not require the identification of a party's trial exhibits or documents and writings to be offered as evidence until the time of trial. Without waiving the foregoing objection, Plaintiff states that she will identify her trial exhibits to be offered as evidence in connection with any pre-trial order entered by the court imposing such requirement upon the parties.

INTERROGATORY 29: Please list all the commercial or residential sale, lease, or purchase transactions you have been a party to.

RESPONSE: Wild Bill's Campground and Resort.

[Space intentionally left blank]

Service Bournant

Dated this _____ day of March, 2018.

Duane Remington

STATE OF SOUTH DAKOTA)) ss.

COUNTY OF

Duane Remington, being first duly sworn, deposes and states that he has read Defendant Iverson's First Set of Interrogatories and Request for Production of Documents and knows the contents thereof; that the same is true of his own knowledge, except as to matters herein stated on information and belief, and as to these matters he believes it to be true.

Subscribed and sworn to before me this ____ day of _____, 2018.

(SEAL)

Notary Public, South Dakota My Commission Expires:

11

Service Document

Dated this _____ day of March, 2018.

Melody Remington

STATE OF SOUTH DAKOTA) | 88. COUNTY OF

Melody Remington, being first duly sworn, deposes and states that she has read Defendant Iverson's First Set of Interrogatories and Request for Production of Documents and knows the contents thereof; that the same is true of her own knowledge, except as to matters herein stated on information and belief, and as to these matters she believes it to be true.

Subscribed and sworn to before me this _____ day of _____, 2018.

(SEAL)

Notary Public, South Dakota My Commission Expires:

Service Docement

Filed: 5/29/2018 5:15 PM CST Pennington County, South Dakota 51CIV18-000118



ATTORNEYS AT LAW

STEVEN C. BEARDOLEY GARY D. JEMIEN BRAD J. LEE

4200 Beach brive + Suite 3 + P.O. Box 9579 + Rapid City, SD 57709 Phone: (405) 721-2800 + Fax: (605) 721-2801 WWW.BLACKHILLSLAW.COM.

Nito Librard in Mil, SD, WY

JESSICA L, LARSON BRETT A. POPPEH NUMBER 5. BEARDELEY NATTHEW J. HONTOSH

e-mail mbegstsie mblackhilshuu cum

April 23, 2018

Mr. Gregory J. Erlandson 333 West Boulevard, Ste. 400 P.O. Box 2670 Rapid City, SD 57709

Duane and Melody Remington v. Wild Bill's Campground and Resort, Re: Keith Grimm and Bryan lverson Our File No.: 1927

Dear Greg:

This letter is in response to your correspondence dated March 20, 2018.

Interrogatory Nos. 4, 15, 17, 18: You indicate that my client's response that Mr. Iverson either knew or should of known of the issues with the deck and parking lot is not sufficient. First of all, specific facts regarding your client's knowledge will not be fully developed until depositions in this case. Secondly, your client informed Mr. Remington he was the "RV park salesman" for the area. Mr. Iverson was in possession of the legal description of the property, and had to be familiar with the property in order to sell it. Therefore, he should have been aware that the deck and parking lot were on the right of way. Discovery is ongoing and this answer will be supplemented if necessary.

Interrogatory No. 13:

- See Re/Max listing for Wild Bill's Campground (Bates No. PLF.00054-(a.) 00060.)
- See Re/Max listing for Wild Bill's Campground (Bates No. PLP.00054-(d.) 00060.1
- Unknown as the Remington's did not use the property as a residence. (c.)

Interrogatory No. 14: The structural and foundation defects became evident when we learned the basement floods every spring and caused substantial mold growth.



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51CIV18-000118 APP. 022 Interrogatory No. 19: Regarding attorneys' fees, this case involves allegations of fraud and deceit. If those matters are proved to a jury, punitive damages and attorney's fees are recoverable through the operation of South Dakota law.

If you would like to discuss further, give me a call.

Sincerely,

BEARDSLEY, JENSEN & LEE, Prof. L.L.C.

Michael S. Beardsley MSB;bch

cc: Client (by e-mail) John Nooney (by c-mail)

Previously

STATE OF SOUTH DAKOTA))SS	IN CIRCUIT COURT
COUNTY OF PENNINGTON)	SEVENTH JUDICIAL CIRCUIT
DUANE REMINGTON and MELODY REMINGTON,)))	51CIV18-000118
Plaintiffs,	?	
V8.	>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	AFFIDAVIT OF BRYAN IVERSON
WILD BILL'S CAMPGROUND AND RESORT, LLC, KEITH GRIMM, and BRYAN IVERSO)	
Defendants.)	

I, Bryan Iverson, upon my oath, state the following:

 I am a licensed real estate broker, registered with the South Dakota Department of Labor and associated with RE/MAX Results, in Rapid City, South Dakota.

2. On or about July 21, 2016, Wild Bill's Campground and Resort, LLC ("WBCR") hired me to attempt to sell its business, which consisted of a campground (98+ campsites, utility hookups, rental cabins, shower buildings, and main building), saloon (including malt beverage license), and grill ("Business") located in Deadwood, Lawrence County, South Dakota.

 No residential disclosure statement was required because the sale was that of a business and not a residential structure.

 Exhibit 1 is a true and correct copy of the Exclusive Listing Agreement between WBCR and me.

 Exhibit 2 is a true and correct copy of the multiple listing service for the Business, which was first listed on July 21, 2016.

 The Business is located in a commercial zone within Lawrence County, South Dakota.

51CIV18-000118 Affidavit of Bryan Iverson Page 1 of 3

 I first met Duane Remington on April 27, 2017, when he came to my office wanting to make an offer on the Business.

 I explained to Mr. Remington that I was the listing and selling agent and could only act as a disclosed limited agent of both parties to the transaction.

 Exhibit 3 is a true and correct copy of the April 27, 2017, Real Estate Purchase Agreement Commercial/Agricultural between WBCR and the Remingtons.

 I had never met either Duane or Melody Remington prior to April 27, 2017.

 Exhibit 4 is a true and correct copy of the contract for deed ("Contract for Deed") contemplated in the Commercial Purchase Agreement.

12. I represented WBCR in the transaction as the listing and disclosed limited agent.

13. At no time prior to closing of the transaction did I have any knowledge of the following alleged material defects ("Material Defects") of the Business as referenced in paragraph 11 of Plaintiffs' Complaint:

- a. Prior flooding of the basement:
- b. Existence of mold in the basement:
- c. The deck and parking lot on the campground is located on a right of way;
- d. A majority of the fire rings in the campground are not up to code;
- e. The financial statements provided to Plaintiffs are not accurate and significantly overinflated the value of the property;
- f. That WBCR intentionally misrepresented that the bridges on the property had been rebuilt and widened; and
- g. That a number of motorhomes have fallen through the bridges on the Campground.

 Exhibit 5 is a true and correct copy of a brochure I prepared concerning the Business.

51CIV18-000118

Affidavit of Bryan Iverson

Page 2 of 3

 Exhibit 6 is a true and correct copy of the Certificate of Real Estate Value dated May 12, 2017.

Dated this 29th day of May, 2018.

Bryan Iverson

STATE OF SOUTH DAKOTA:

COUNTY OF PENNINGTON:

On the above date before me, the undersigned officer, personally appeared, the above stated person, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hercunto set my hand and official seal.

SS

GREGORY J. ERLANDSON NOTARY PUBLIC South Dakota

ly Commission Expires October 4, 2018

My Commission Expires:_

51CIV18-000118

Affidavit of Bryan Iverson

Page 3 of 3



2

EXCLUSIVE LISTING AGREEMENT BLACK HILLS ASSOCIATION OF REALTORS*



RE Residential DLD Land MF Multi-Family CI Commercial B Bl Business/Industry THIS IS A LEGAL AND BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK LEGAL ADVICE

Term Commences July 21, 2018 expires December 31, 2017 at 12:01 A.M. If a Buyer enters into a purchase agreement with Soller during the term of this agreement, the termination of this agreement shall extend to and include the data of closing under the purchase agreement with said Buyer only.

 LEGAL DESCRIPTION. The undersigned Seller warrants that he/she is the owner of record of the property or has the written authority to execute this Agreement on behalf of the owner of record and hereby grants the undersigned Broker, for the above term, the exclusive irrevocable right and privilege to sell the following property legally described as:

Parcel 1: Lot E ex. H1(.04 ac) & H2 (.06 ac) & Lot E-2 of HES 137 on Section 18 T4N R4E

Parcel 2: Tracts 0091A & 0091B in Section 17 T4N R4E Total Acres 12.74

County:	Lawrence	. Sinte	South Dekote
Also known 25:	Wild Bill's Com	pground, 21372 US Hwy 38	5 Deadwood, SD 57732
	nofs 899.000 ~	, on the following terms:	Cash or New Loan

or, with Seller's consent, for any sum or on other terms which price includes all encumbrances, taxes, assessments and discount points charged at time of closing by mortgagee, as agreed upon by Buyer and Seller.

- PERSONAL PROPERTY: The following personal property shall be conveyed by Seller to Buyer, free of liens and without warranty of condition, by bill of sale at closing and in accordance with its terms: See Attached List
- DEFINITION: The term "sale" shall be deemed to include any exchange, trade, lease or option to purchase to which the Seller consents. In the event of a sale, the Broker is permitted to represent and receive compensation from both parties.
- 5. PROFESSIONAL FEE: If a purchaser is procured for the property by the Broker, by any other cooperating broker, by the Seller, or by any other person at the price and upon the terms stated above, or at any other price or upon any other terms accepted by the Seller during the term of this Agreement or if exclunged or optioned during the term of this contract and said option is exercised, or if within <u>60</u> days after the expiration of this agreement, the property is sold to any person to whom this property was shown the Seller agries to pay a fee for perfectional services of <u>69</u> of the sales price plus required rates taxes and an applicable transaction for all money, transaction for the sales or Broker's authorized representative may act as escrew agent for all money, transaction

further agrees that Broker or Broker's authorized representative may act as excrew agent for all money, transaction papers, and documents associated with this transaction. If this property is listed with another licensed real estate broker after expiration of this listing, this contract shall be nall and void in its entirety. In the event that an option is accepted by the Seller, all money received for said option shall be divided <u>60%</u> to the Seller and <u>50%</u> to the Broker and Seller, as parties to this agreement, agree that a party in breach of any of the oovenants, promises or obligations arising under this contract shall be liable and responsible for attorney's fees and costs that may result from enforcement thereof as against the party in breach.

- 6. EARNEST MONEY: The Listing Office shall deposit and hold all deposits, including earnest money until the sale is closed. If earnest money deposited by the Buyer is forficited, the earnest money, less expenses, shall be divided 50 % to Seller and 50 % to Listing Office. However, in no case may the Listing Office's share exceed the compensation stated berein. Seller understands that per SDCL 36-21A-B1, both Buyer and Seller must agree in writing to release of earnest money.
- PROCEEDS DISBURSEMENT: It is agreed that the Listing Office and/or Closing Agent shall hold the balance of the sales price for account of Seller until all expenses incurred on the Seller's behalf, relating to the sale of this property, have been paid.

and Listing Office Broker/Agent have see Seller(s) (Initials) (initials) AGent 144536-830148 405-0022 Propend by Bryon Lewise | 165 MAX Basards | byter6422@getallacies | Filed: 5/30/2018 12:25 PM CST Pennington County, South Dakota 51CIV18-000118

APP. 027

- 8. TRANSFER OF TITLE: Seller represents the title of the property to be good and merchantable and hereby warrants that all known encambrances, liens or clouds on title are disclosed. In the event of a sale, exchange or trade, Seller, at their expense, will convey to the Buyer good and merchantable title to said property by Warranty Deed or such other conveyance instrument, sufficient to convey good and merchantable title, properly signed and with the necessary State Transfer Fee for recording paid by Seller. Further, Seller, at their expense, shall promptly furnish to the Buyer an Owner's Policy of Title Insurance in the amount of the purchase price.
- 9. NON-DISCRIMINATION: This property is offered for sale regardless of race, religion, creed, color, sex, handicap, familial status, encestry, national origin, or any other protected class under law.
- 16. MULTIPLE LISTING SERVICE: Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s).

11. SELLER AUTHORIZES BROKER, BY INITIALS IN THE APPROPRIATE SPACE TO:

- 1. List and market the herein property with the local MULTIPLE LISTING SERVICE (MLS) within 72 hours pursuant to MLS Rules and Regulations.
- Withhold the herein property from the local MULTIPLE LISTING SERVICE (MLS) by completing and signing a Certification to Withhold Property Listing from Multiple Listing Service form.
 - a. Seller understands that withholding property from the MLS impacts property exposure by NOT marketing to all other area REALTORS*.
 - b. Seller understands that withholding property from the MLS impacts property exposure by NOT uptifying potential buyers working with other REALTORS⁴ or using the MLS online website.

Listing agent shall file said Certification to Withhold with the MIS within 72 hours (a signed copy of the Certification to Withhold will be provided to the Black Hills Association of REALTORS').

3. Seller authorizes broker, by initials in the appropriate space to:

a. Place a FOR SALE sign on the property. b. Place a LOCKBOX on the property c. Cooperate with other Brokers, including Brokers representing a buyer, and Seller further agrees Broker may compensate selling Brokers.

- d. Request mortgagee, if any, to release financial information to listing office.
- e. Request utility companies to release utility information to listing offica.
- Advertise by computerized or other media.
- 12. SELLER'S PROPERTY DISCLOSURE STATEMENT: Seller hereby agrees to indemnify and hold Broker and Brokers agent hampless from any claim(s) arising out of misrepresented or incomplete disclosure statements made by Seller. Seller agrees to fill out a Seller's Property Disclosure Statement, if applicable, and have it available for inspection on the premises. By state law (SDCL 43-4-38) this disclosure must be shared with other Brokers and potential Buyers before a Purchase Agreement is written.

(E) The parties acknowledge that no disclosure statement is required by reason of the following Business

- 13. LEAD PAINT DISCLOSURE: Seller shall complete and submit a lead-based paint disclosure if property is residential and built prior to 1978 as required by federal regulation.
- 14. AGENCY DISCLOSURE: The seller acknowledges that they have received a copy of an Agency Relationship Disclosure and agree in writing to the applicable Agency Relationships as shown in the herein attached Agency Addendum.

Soller(s)	KG.	and Listing Office Broket/Agent_	RA	have read this page	
Sener(sy	(Initials)		(Initials)		Page 2 of 3

Burble - Automo, and 104-90585 22 Propertid by: Dyna iversion (REMAX Results) byter-Bidlogganak.com (

Filed: 5/30/2018 12:25 PM CST Pennington County, South Dakota 51CIV18-000118

APP. 028

Yes	1	No P	GI
Yes	1	NoK	Ge/
Yes	GI	No_	
	· ·		

Yes KG/	No/
Yosil G /	No /
Yess & I	No
Yes K G /	Ne_ /

· · · · · · · · · · · · · · · · · · ·			
Yes	1	No	ING
1.65			and an and the second

No

Yes KG/_

No Yes.

15. DISPUTE RESOLUTION: Seller agrees that any dispute or claim arising out of or rolating to the sale of this property shall be submitted to mediation in accordance with the rules and procedures of the Sellers/Buyers Dispute Resolution System. Any costs of mediation will be shared equally between the Buyer and Seller.

16. TAX CONSEQUENCES: The Seller acknowledges that there may be tax consequences arising out of the sale of this property and that they are advised to seek competent tax advice.

17. OTHER:

1. If Listing Agent represents the Buyer, commission to be 5%						
	1 construction with the second sec					

The undersigned hereby agree to the above terms and acknowledge receipt of a copy of this agreement.

Dated this 21 5 day of July 2014

Keith Grimm, President Seller's Name - Printed or Typed

Seller's Name - Printed or Typed

RE/MAX Results

Listing Company

Bryan lverson

Listing Agent

х Sefler's Signature

X Seller's Signature 7/

Unthony Designated Backer Signature

Listing Agent's Signature

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This form is authorized for the use of the members of the Black Hills Association of REALTORS* only. (newised) RHAR 10/16 Page 3 of 3

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Page 1 of 3

Spreadsheet Page

ALL FIELDS DETAIL



MLS # 129714 **BUSINESS** Class ONDUSTRY. AGTIVE Stetus Accompdiation Type Northern Hills Area Asking Price \$399,000 21372 HWY 385 Address City Deadwood State \$D Zip 57732 Sale/Rent For Sale Ŷ **IDX** Include

Parking # of Spaces Will Sell	31+ spaces All
Type of Sale Desired	
and the second second	150001
Busines Days	Summer Dr
Total Square Foot	1500-1999
Businesp	Real Exists Included

00000000

GENERAL			
VOW Include VOW Commani Number of Units Listing Office 1 Componention to Buyers Ag Business Description Listing Date Legal Tax Year Owners Ballery in Expandes Associate of Document Court Exclusion on Filo Update Date HotSheet Date HotSheet Date Input Date Days On Market Picture	Campground, Salbon & Grill 7/21/2016 See Addendum 2015 Yes	VOW Address VOW AvM Agent Compensation VRC Y/N Business Name Owner Name Business Hours Taxe Tax Returns Available Y/N County Auction Y/N Short Sale Status Date Price Date Original Price Geocode Guality	Yes Yes BRYAN IVERSON - Cell: 605-484-9422 Yes Wild Bills Campground W 9 Campground & Resort, LLC Open Daily May - September 8400 aprox. Yes Lawrence No No No No No No No No No No Section 6 7/22/2016 5290,000 Exact Match With Bing
FEATURES			
REAL ESTATE Owned Incude in Price LOCATION Free Standing Black Hills	BUSINESS ENTITY LLC TRAINING INCLUDED 1-2 Works NUMBER OF EMPLOYEES 1-8	DOCUMENTS ON FILE Financial Statements Equipment List Profit ces Statements SHOWING INSTRUCTIONS Gail List Agent See Remarks	WEW Hills Cross Trons Meddow

PUBLIC REMARKS

Experient Opportunity & Locationil Wild Bill's Campground, Saloon & Grill's approx. 5 miles from Deadwood on Hwy 385. There is 12.74 acres, 98+ lotal Campailes with 2 - 50 amp foll hook-up, 16 - 30 amp full hook-up, 14 - 30 amp electric only sites, 5 - 30 amp electric & water sites, shower house will aundry & gene room, 1 duplex cetter, 6 7 steeping cables. Main building includes office, store, salion, grill, and living querters. Bear Butte Creek & Streakerry Creek and the improvements: New electrical service(plenty for future expansion), weter fitted on the property. Ratalion & off sale Mail, Bevalage License. Some of the improvements: New electrical service(plenty for future expansion), weter fitted on system, water fitted on the property, Ratalion & off sale Mail, Bevalage License. Some of the improvements: New electrical service(plenty for future expansion), weter fitted on system, water fitted on the service cables. The service of t more (list available). This excellent opportunity to own a campground, bai 8 grill so close to Deedwood and other wonderful attractions in the Black HUS. Listed by Bryan Iwerser (505)454-6422 with Re/Max Results

AGENT ONLY REMARKS

Please call Listing Agent to ask-up showing. Confidentially agreement to be signed before receiving financial information and must be a qualified buyer. Owner will carry comhact for deed with \$200,000 down payment.

ADDENDUM

Please go to were wildbillecomp.com to view compgrounds web-site. Legel Description: Parcel 1: Lot E ex H1 (04 ec) & H2 (06 ac) & Lot E 2 of HES 157 in Sec 18 T4N R4E Parcel 2: Tracks 0001-A & 0001-B in Sec 17 T4N R4E

ADDITIONAL PICTURES



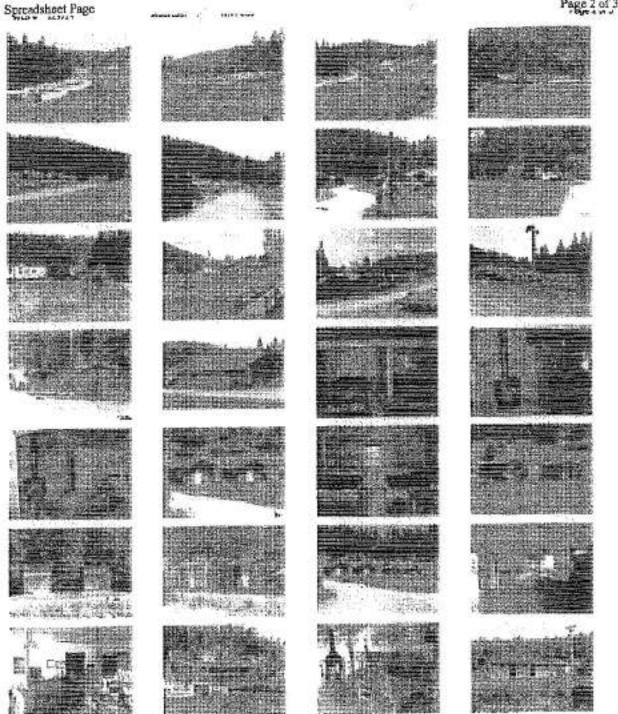
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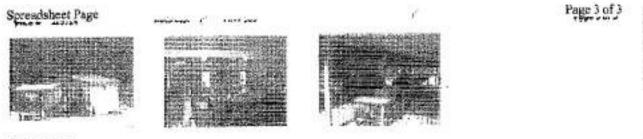
APP. 030

Page 2 of 3



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REAL 1 TATE PURCHASE AGRI MENT COMMERCIAL/AGRICULTURAL

(This is a legally binding contract. If you do not understand it, seek legal advice)

1. EARNEST MONEY DEPOSIT - PARTIES TO CONTRACT - PROPERTY.

Perchasers: Dusne & Melody Remington Aral/or Assigns

Broker hereby acknowledges receipt of Earnest Money in the amount of (\$_10,000.00

Ten Thousand and 60/00-----Cash 📋 Check 🕅 in he deposited the next legal banking day after acceptance of this offer on the property legally described as:

Wild Bill's Campground Bar & Grill

Lot E er. H1 (.04 ac) & H2 (.06 ac) & Lot E-2 of HES 137 Acres, 11.21 Sec. 18 Township 4 North, Range 4 East Track (0091-A

& 0091-B Acres: 1.53 Sec. 17 Township 4 North, Range 4 East

also known as: 21372 US Hwy 385, Deadwood, SD 57732

Sellers: Wild Blil's Camperound & Resort LLC.

Purchaser and Seller acknowledge that Estimetistic limited agent of tools parties to this transection as outlined in Section 111 of the Agency Agreement Addendum and authorized by Parchaser and Seller. Yes [] No [] (Initials) Purchaser] / / //// Seller KG, / the

PURCHASE PRICE. The total price is to be (\$899,000.00) Eight Hundred. Ninety-Nine Thousand and 00/00. DOLLARS

After earnest money hereis is credited, an additional down payment of \$ 0 _____ is to be paid by Purchaser on or before ______ After cornest money and down payment are herein credited, the remaining balance is to be paid by Purchaser at eleving-

- 3. FINANCING. If this offer is contingent upon Purchaser obtaining a new loan, Purchaser agrees to immediately make application for end diligently endeavor to procure such loss without delay, and to sign the note and mortgage within five (5) days after they are ready. Buyer is going with a Contract for Deed with the Seller - See Addendo #1-
- 4. TITLE. Merchantable title shall be conveyed by Warranty Deed, subject to conditions, zoning, restrictions, and essements of record, if any, which do not interfere with or restrict the existing use of the property. An Abstract of Title shall be continued to date and furnished promptly to buyer for examination. In lieu of an Abstract of Title, an owner's policy of Title laserance in the amount of purchase price may be substituted with cost to be distributed as follows: Soller: 50% Purchaser: 50%
- 5. INSPECTIONS. This offer is coadingest upon the following inspections: 1) Sentis Tacks to be sumped, inspected or provide information from jast time completed - Seiler Expense. 2) Well Test with the SD DENR are up to date and acceptable - Seller Expense 3) Buyer to inspect the property and the Equipment that stays with the property. 4)Buyer may conduct any other inspection deerned aneroprises at Buyers Expense.

Inspections shall be completed within 30 days of acceptance of this offer.

Should the results of any inspections not be satisfactory to Purchaser, then, within this same period, Purchaser shall notify Soller or Listing Broker in writing of the specific dissatisfaction and at which time parties may renegotiste or terminate this contract. If Purchaser fails to specifically approve to disapprove any inspections within the time specified, then Purchaser shall be deemed to have approved and accepted the property in its present condition and any real estate licenses having anything to do with this transaction does not have any further obligation to Purchaser as to such inspections or agreement.

INITIALS: PURCHASER DHR I MIL SELLER K.G.

Page 1 of Z

DOLLARS



Filed: 5/30/2018 12:25 PM CST Pennington County, South Dakota

APP. 033

6. PRORATIONS. Taxes are to be ps' i follows: The 2016 real estate taxes paid in, '2 shall be paid 100% by Seller and 0% by Purchaser. Real estate taxes assesses this year and payable next year will be det with not be [] promised to the date of closing.

Other promisions: [] All deposits and areptaids for 2017 reservations will be used as initial down physicant on the Contact for Deed, as of 4/27/17, the balance is \$17,000. Any additional deposits from 4/27/17 usual closure will be paid to the Bayer.

- 7. SURVEY: Current County GIS Boundary Survey to be acceptable with the Buyers.
- 8. OTHER PROVISIONS: See Addenda #)
- CLOSING/POSSESSION. Possession and closing shall be given to Purchaser on or before (date) 05/15/17, provided, however, delivery of possession is conditioned upon closing.
- 10. EARNEST MONEY/DEPOSITS. Listing office shall deposit and hold all earnest money and other deposits actil sale is closed. If this offer is not accepted by Seller, or if Purchaser is unable to secure financing, if so contingent, or if no agreement is reached regarding conditions found on inspection report(s), this agreement is void and Purchaser's money shall be returned in full, less any expenses incurred on Purchaser's behalf, including any inspection ordered by Purchaser.

12. TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dased this 27th day of April, 2017 at /4:00 n.m.

This agreement is void if not accepted by Seller by the 27th day of April, 2017 by 5:00 p.m.

Purchases 2017 the foregoing offer is: On this (yest) (month) NOTACCEPTED COUNTERED (initial)ACCEPTED THE FOLLOWING IS FOR INFORMATION PURPOSES ONLY:

Re/Max of Repid City Selling Company Bryon Iverson Selling Licensee

Re/Max of Rapid City Listing Company Bryan Iverson Listing Licensor

SDREC/COM-AGPURAGREE/8-99 Page 2 of 2

Addenda #1: Other Provisions:

 Seller and Buyer agree that Wild Bill's Campground is being sold as is with no warranty.

All Licenses and Certificates associated with the campground to be current prior to closing. After closing Buyer is responsible to transfer all License and Certificates.

 All Rights to Wild Bill's Campground Saloon and Grill – Name, Logos, Website, Domain Name, Business Phone Number and/or any other use of the name to go to the Buyers.

The cost of all existing inventory and supplies to be reimbursed to the Seller at the time that the Buyer assumes the business.

Seller to provide training at the start of the season at the start and the close of the season. Also will be available during the season.

Seller to provide list of all Suppliers and Vendors associated with the campground.

Seller to provide a Disclosure to Hold Harmless the Buyers for any legal action or litigation that may have happened before the transfer of ownership to the Buyers.

8. Contract for Deed – \$200,000 down at closing with the remainder to be amortized over 20 years at 5.5%. Equal monthly payments to be made by the 5th of each month over the next 240 months. Buyers reserve the right to payoff the loan early without penalty.

Payments to be setup with Old West Escrow Company (Fee to be split 50% Seller and 50% Buyer).

10. Buyers will be responsible for Real Estate Taxes and Insurance for the Campground starting the day of closing.

luth Hur-

Seller

Date

and all show 5657 DUANE OF MELODY NEMINGTON \$ 10,000 na 0101 Dollars Mikeminto S. 8.

2

CONTRACT FOR DEED

THIS AGREEMENT is made and entored into this 12, day of Maif. 2017. between Wild Bill's Compground and Resort. LLC, of 851 Ennen Drive, Rapid City, South Dakots 57703, (hereafter Seller) and Dunne and Melody Remington, of 6835 Arcadia Street, Summersel, South Dakots 57718, (hereafter Buyers).

1.

REAL PROPERTY. That if Buyers shall first make the payments and perform the covenants hereinafter set out on Buyers' part to be made and performed, the Saller hereby covenants and agrees to enevey and assure good and merchantable title to the Buyers, in fee simple, free and clear of all encumbrances and liens except for easements, special assessments, reservations, restrictions, and rightsof-way of record, by good and sufficient Warranty Deed (same to be deposited in escrow at time of closing), to the following real property, to-wit: Wild Bill's Campground Bar & Gritt, 21372 US Hwy 385, Deadwood, Lawrance County, South Dakots, legally described as:

> LOT E AND LOT E-1 OF H.E.S. 137 LOCATED IN SECTION 17 AND SECTION 18 TOWNSHIP & NORTH, RANGE & EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO FLAT BOOK & PAGE126 AND FLAT BOOK 6 PAGE 214 EXCEPT LOT E-1 AND E-3 OF THE SUBDIVISION OF LOT E AND EXCEPT LOTS HI AND H2 IN LOT E ACCORDING TO PLAT DOC \$2001-4464.

> TRACT NO. 0691-A LOCATED IN SECTION 18, TOWNSHIP 4 NORTH, RANGE 4 EAST, ACCORDING TO PLAT DOCUMENT NO. 89-1596 AND TRACT NO. 0091-B LOCATED IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 4 EAST, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO PLAT DOCUMENT NO. 89-1597.

> > 2.

PERSONAL PROPERTY AND CHATTELS. The personal preperty/chattels to be purchased

in accordance with the terms and conditions of this Contract, include the following:

- A. The trade name, "Wild Bill's Campground Salons and Grill," and all trademarks and logos, signage, website(s) and other marketing titles, slogans or techniques, and the current business phone number.
- B. All equipment, furniture, furnishings, trade fixtures, supplies and misoelianeous personal property of the business known as "Wild Bill's Campground Salcon and Gaill" and located on the business premises in Deadwood, South Dakota. (Reference list of chottels attached hereto as Exhibit "A" and incorporated herein by this reference)

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- C. The cost of all existing inventory and supplies to be reinhursed to the Sellers as of date of closing.
- D. The Good Will of the business known as "Wild Bill's Campground Seloan and Grill" as operated and conducted in Deadwood, South Dakota.
- E. Seller to provide a list of all suppliers and vendors associated with the Compground.
- F. All applicable licenses and certificates associated with the compground the parties agree will be current and in good standing as of date of closing. After closing, Buyers agree to transfer all such licenses and certificates.

The above referenced personal property and chattels shall be conveyed by good and merchantable Bill of Sale, which shall be held in encrow until all sums due and owing hereunder have been paid in full. Further in this regard, the Purchase Agreement dated April 27, 2017 executed by the parties hereto and all addendums thereto, shall be incorporated herein by this reference and unless modified by this Contract, shall be binding upon the parties.

PURCHASE PRICE AND METHOD OF PAYMENTS: As purchase price for the abovedescribed property, Buyers shall pay the sum of Eight Hundred Ninety-Nine Thousand Dollars and No Cents (\$899,000.09) in the following manner:

3.

A. Enrnest Money. Both parties acknowledge Buyers' carnest money deposit in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), the receipt of which is bareby acknowledged by Seller.

B. Deposits. Both parties acknowledge that all deposits and prepaids for 2017 reservations in the amount of Seventeen Thousand Dollars and No Cents (\$17,000.00) will be used as the initial down payment by Buyers.

C. Down Payment: The sum of One Hundred Ninety Thousand Dollars and No Cents (\$190,000.00) down payment will be paid by Buyers to Seller on date of closing.

D. Bataace: The batance of Six Hundred Eighty-Two Thousand Dollars and No Cents (S682,000.00) shall be amortized over a period of twenty (20) years with monthly payments commencing June 5, 2017, to be paid to Seller's escrow account to be established at Old West Escrow, 2800 Jackson Blvd, #406, Repid City, South Dakota 57702, along with instructions to release the Warranty Deed to Buyers upon completion of all payments provided in this Contract. The monthly payment shall be Four Thousand Six Hundred Ninety-One Dollars and Thirty-Nine Cents (54,691.39) with interest commencing as of date of closing, at the rate of Five and One-Half Percent (5.5%) annually.

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The Amortization Schedule is attached hereto as Exhibit "B." The first payment shall be due and payable June 5, 2017, and due each consecutive month thereafter on the S⁴ of the month.

The parties auknowledge that Selier carrently owns on a Note in the approximate amount of \$350,000.00, secured by a Mortgage against the subject property. The Ecorow Company shall first pay Seller's Note at Security First Bank from the Buyers monthly payments, and then forward any remaining payment to the Seller. One Hundred Thousand Dollars of the down payment remained in secondance with this Contract to Seller by Buyers shall be applied to the balance of said Note at time of closing.

4.

POSSESSION: The parties agree that Buyers may assume possession of the ceal property described herein on date of closing, which is currently scheduled for May 12, 2017 at Pennington Title Company in Rapid City, South Dakota.

5.

RIGHT TO INSPECT: During the life and term of this Contract, Buyers will keep and maintain the subject premises, and all structures and improvements thereon, in a good state of condition and repair, at least equal to their present condition, reasonable wear and tear by the elements and normal depreciation alone expected. Buyer shall permit no waste on said premises. Seller or its agent, shall have the right to inspect the subject premises from time to time upon reasonable notice and at reasonable times for the purpose of enforcing this paragraph. Buyers acknowledge that they have examined the real property and any equipment or fixtures and furniture (collectively "property") related to the operation of same and acknowledge that the property is acceptable.

6.

TAXES AND SPECIAL ASSESSMENTS: Taxes shall be proteted to date of closing. Seller shall assume responsibility for psyment of all 2016 real estate taxes and special assessments (if any) which may be assessed against the premises. In addition to the monthly payment set out herein, Buyers shall pay to escrow one-twelfth (1/12) of the annual property tax on said property, including any increase in same.

7.

PROFESSIONAL FEES: Each of the parties shall be responsible for their own legal and any other professions) foos (if any). Solier shall pay the realtor fees.

8.

INSURANCE: The Buyers shall, as of the date of closing designated herein, provide insurance on the property against loss and damages as follows:

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A. Fire and extended coverage insurance. Under policies providing no less restrictive coverage than that provided by standard extended coverage policies in an amount of not less than the outstanding balance of this Contract as well as any outstanding remaining unpaid balance pursuant to the tenns hereof.

B. Public Liability Insurance. Public liability and property damage insurance customarily carried on similar property, but is no event with limits of less than \$1,000,000 for injury to or the death of any person, \$2,000,000 for injury to or the death of more than one person is any one accident, and \$500,000 for damages to property.

Each of the above policies shall be written by a company acceptable to the Seller and shall provide protection to the Seller either us additional named insured or by endorsement providing for payment to the Seller as its interest may appear. Each such policy shall contain an assurance from the insurer that the policies will not be cancelled without at least ten (10) days prior written notice to the Seller.

9.

INDEMNIFICATION FOR UPKEEP, UTILITIES, ETC: It is understood and agreed that all improvements made on the afore-described premises by Buyers and all utility costs and upkeep of the premises required shall be paid for by the Buyers, and Buyers agree to protect and indemsify the Seiler from all costs, expenses, damages or loss by reason of said improvements, alterations, utilities and upkeep.

10.

TITLE: Seller agrees that title to said described real property shall be good and marketable, as determined in accordance with the South Dakota State Bar Association Title Standards and shall be free and clear of liens and encumbrances, except for restrictions, easements, and rights-of-way of record. Title insurance in the amount of the purchase price, as well as the transfer fee, shall be paid equally by the parties. The parties shall equally pay all other closing costs, including filing fees for recordation of deed and ancillary documents. Personal property shall be conveyed by Bill of Sale.

11.

ACREAGE DESCRIPTION: While it is believed by the parties hereto that the subject real estate consists of approximately 12.74 acres, more or less, Buyers acknowledge that they are net relying on any representations of Seller or any agent of Seller as to the exact acronge of the subject real estate. Buyers acknowledge that they have made their own independent investigation as to the total acreage

Page 6 al P

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61CIV18-000118 APP. 040 involved and agree to be bound by the screage as it actually exists without any adjustment in purchase price.

12.

PLACE OF PAYMENT: Upon execution of this Agreement, the parties agree to deposit with Old West Escrow, a good and sufficient Warranty Deed to the property described herein, together with an executed copy of this Contract. Said document shall be retained by the escrow company pending complete performance of all of the terms, covenants, and conditions of this Agreement to be performed by the Buyers. Upon such complete performance by the Buyers, the escrow company shall deliver such documents held by it to the Buyers. The Buyers are responsible for recording the Warranty Deed with the Register of Deeds. Old West Escrow's setup fee and the monthly fee to maintain the escrow second shall be paid 50% by Seller and 50% by Buyers.

13.

MECHANIC'S LIENS: Buyers shall not permit the filing of any mechanic's liens or materialman's liens on the above-described property at any time during the term of this Contract. If any mechanic's liens are filed, they shall be discharged by Buyers within a period of thirty (30) days after the Buyers receive notice of said filing. All expenses associated therewith shall be paid equally by the Buyers and Seller.

14.

PROPERTY PURCHASED IN "AS IS" CONDITION. Buyers acknowledge that they have examined the subject real estate and the improvements thereon and accepts the same in its present condition, and acknowledge that they are not relying on any representations or warranties, express or implied, of Sellers or any agent of Sellers, other than those described in this Contract, and the Buyers in buying and property are relying solely on their own judgment. Buyers hereby accept the subject real estate in its present condition. Buyers are buying the subject property in an "as is" condition, with Buyers to be responsible for the cost of all repairs nocessary after the date of this Contract.

15.

ADDITIONS AND ALTERNATIONS: Buyers shall make no major additions or alteration to the property described herein without the express written consent of the Seller. Upon obtaining such consent, all work shall be accomplished in a good and workmanlike meaner. All additions and alterations made to the property shall be paid for by Buyers, and Buyers shall protect and indemnify Seller from all costs, expenses, damages, or loss by reason of said additions and alterations. Title to such additions and alterations shall west in Seller and be subject to this Contract.



Page 3 ad 9



16.

REMOVAL OF IMPROVEMENTS: Buyers agree not to dismantle or remove any of the improvements on the subject premises without the written consent of Seller.

17.

SALE OR ASSIGNMENT: Buyers understand and agree that they shall not assign or sell the showe-described property, until all amounts due under this Contract are paid in full.

18.

DEFAULT: In the event Buyers default in the performance of any of the terms, covenants, conditions or obligations of this sgreement assumed by them, Seller shall have the option to declare all deferred balances due and payable. Said option shall be exercisable by giving to the Buyers by cortified mail, written notice of the nature of such default. If such default is cured within thirty (30) days from the date of notice, all provisions of this Contract shall remain in fall force and effect. However, if any default shall occur twice in any one (1) calendar year or four (4) times during the life of this Contract and notice of such defaults have been given to the Buyers, then any subsequent default siapli be deemed to be deliberate and upon such subsequent default, Buyers shall not have the privilege to cure the default unless granted in writing by Seller in Seller's sole discretion. All posts and expenses incurred by Seller in giving Buyers Notice of Default shall be added to the balance due bereunder and shall be paid by Buyers not later than the date on which the next payment is due. In the event of the failure of the Buyers to cure such default within said thirty (30) day period or in the event Buyers shall not have the privilege to cure the default, then the entire deferred balance interest shall be accelerated and declared due and payable, and Sellar shall have the right to retake possession of all the property purchase becounder, including all buildings, improvements, utilities, service lines and other such property as may be affixed to the reality as well as any chattels to be purchased in accordance with the terms hereof and to retain all payments made by the Buyers and improvements made by them on the premises as liquidated damages for the breach of this Contract, accurate damages being incapable of ascertainment. In the event of such default, all other remedies available to the Seller under the laws of the state of South Dakots, shall accrue to the Seller.

19.

COSTS OF DEFAULT, CURING AND OTHER REMEDIES: It is specifically understood and agreed between the parties hereto that all payments made by Buyers to Seller up to the time of any default and all improvements made on the premises up to the time of any default shall be desmed as a reasonable amount for delivery of possession and for the use and occupancy of the premises to the

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time of such default. In the event Buyers correct any alleged default under this Contract within the aforementioned thirty (36) day curative period, then there shall be no acceleration of the payment schedule provided for herein and this Contract shall continue in force as originally written. It is not the purpose of these provisions to exclude any other remedies which might be available to Seller under the laws of South Dakota. Waiver by the Seller at any time of any default hereander on the part of the Buyers shall not constitute a waiver by Seller of any other or subsequent default by Buyers.

20.

PEACEFUL SURRENDER ON DEFAULT: In the event of default on the part of Buyers, they will, on demand, quietly and peaceable surrender the said premises and possession thereof to Seller or Seller's agent.

21

BANKRUPTCY OR INSOLVENCY: If any proceedings in bankruptcy or insolvency be filed against the Bayers or if any writ of attachment or writ of execution be levied upon the interest berein of the Bayers and such proceeding or levy shall not be released or dismissed within ninety (90) days thereafter or if any sule of the property described herein or any part thereof should be made under any execution or other judicial process or if the Bayers shall make any assignment for the benefit of creditors or shall voluatarily institute bankruptcy or insolvency proceedings, the Seller may declare a default under this Contract.

22.

EMINENT DOMAIN: In the event any portion or the real estate described in this Contract is nequired by any political subdivision of government or by a corporation possessing the power of eminent domain, either by eminent domain proceedings or in a transaction in lieu of or under threat of eminent domain proceedings, that all proceeds resulting from such acquisition shall be applied against the latest maturing installment. If these proceeds are greater than the amount of the latest maturing installment, they shall be applied to the next latest maturing installment in like fashion until the proceeds are all applied to installments due under this Contract.

23.

HOLD HARMLESS: Buyers agree to hold the Seller and Seller's successors in interest harmless from any liability of any kind or clasmoter arising out of the use and possession of the property covered by this Contract for Deed by the Buyers or anyone claiming under them, including but not limited to reasonable attorney fees incurred by Seller for any allegations, claims or other liability to

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which the Seller is named as a party, or threatened to be made a party, arising out of Buyers use and possession of said property or anyone claiming under them.

24.

WAIVER: The waiver of any breach of this Contract by the Seller shall not constitute a continuing weiver or a waiver of any subsequent breach either of the same or any other provision in this Contract.

25.

NOTICE: Any notice purseant herein shall be accomplished by certified mail to the respective

parises at the following address, unless notified in writing of any address change, to-will

 SELLER:
 BUYERS:

 Wild Bill's Compground & Resort, LLC
 Duane and Melody Remington

 o/o Keith & Shelly Grimm
 6835 Arcadia St.

 \$51 Ensen Dr.
 Summerset, SD 57718

 Rapid City, SD 57703
 57703

26.

TIME: Time is of the essence of this Contract.

27.

BINDING UPON SUCCESSORS, HEIRS, ETC .: This Contract shall be binding upon the

parties, their heirs, successors, administrators, executors, and assigns.

28.

APPLICABLE LAW: This Contract should be construed and interpreted in accordance

with the laws of South Dakota.

Dated this /2" 2017. disy of

BUYERS:

SELLER: WILD BILL'S CAMPGROUND & RESORT, LLC

Its: President

UANE REMINCTON

MELODY REMINGT

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Filed: 5/30/2018 12:25 PM CST Pennington County, South Dakota 51CiV18-000118 APP. 044

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STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this the 18th 11604 , 2017, before me, the undersigned Notary day of Public, personally appeared Xeith Grimm who asked windged himself to be the Prosident of Wild Bill's Campground & Report, LLC, a limited liability company, and that he, as such President, being putbonized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the perpenation by himself as President.

Notary/Public

M. Kin MARSS WHEREOF, I have hereunao aet my hand and official scal.

188.

1-4-2022 SCUT

STATE OF SOUTH DAKOTA ١

COUNTY OF PENNINCTON

On this 2 day of , 2017, before me, the undersigned officer, personally chair appeared DUANE REMINGTON, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein, contained.

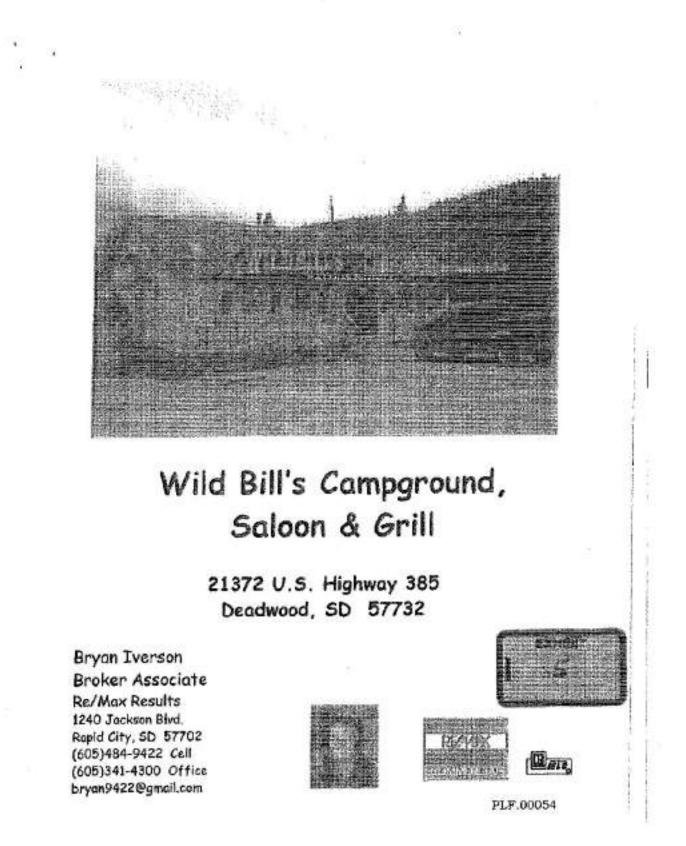
A M. KIR WHEREOF, I have bereanto set my band and official scal. Notary Publi 2022 mission o SOUTHONS STATE OF SOUTH DAKOTA) ISS. 3

155.

COUNTY OF PENNINGTON

Mour, 2017, before me, the undersigned officer, personally On this @ day of appeared MELODY REMINGTON, know to me or satisfactorily proven to be the person whose name is subscribed of the within instrument and ecknowledged that he executed the same for the purposes

WHEREOF, I have bereasto set my band and official seal. U Napiry Public mires COMPHENE N (SEAL) KG Fage Vol 3



APP. 046

Address 21372 US Hwy 385

Deadwood, SD 57732

Legal Description

Lot E ex H1 (.04AC) & H2 (.06ac) & Lot E-2 of HES 137 Acres: 11.21 Sec 18, Township 4 North, Range 4 East Tracts 0091-A & 0091-B Acres: 1.53 Soc 17, Township 4 North, Range 4 East

Property Tax Information

Lawrence County

. Parcel # 14000-00404-180-02 Taxes Payable in 2016: \$4,798.40

Parcel # 14000-00404-170-15 Taxes Payable in 2016; \$1200.72

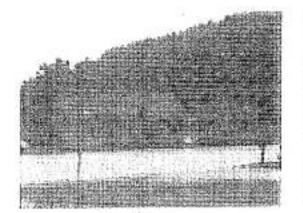
Total Taxes Payable in 2016: \$5,999.12

Listing Price: \$899,000

Description of Property

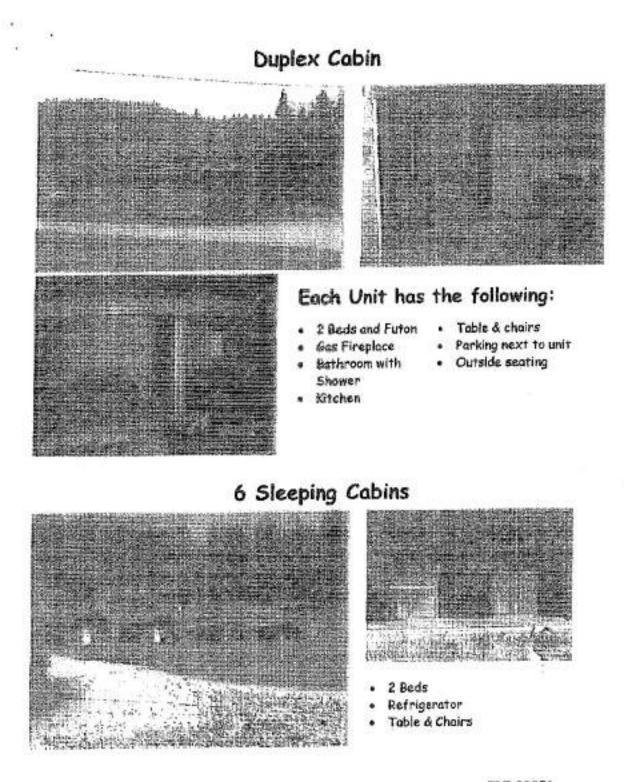
12.74 Acres

- Well with new filtration system
- 98+ Total sites
- 9 50 amp full hook-ups
- 16 30 amp full hook-ups
- 5 30 amp electric & water sites
- 14 30 electrical sites
- 11 pop-up/tent sites
- Numerous Tent Sites
- Duplex cabin each side has 2 beds, bathroom, kitchen, & fireplace
- 7 Sleeping cabins with 2 beds, table & refrigerator
- Updated Shower/laundry house
- · Play area
- Saloon & Grill
- Store
- Living quarters
- 3 Walking bridges & 2 driving bridges
- · Wi-Fi in certain areas of campground
- Malt liquor license
- Bear Butte & Strawberry creeks meet on the property
- Snowmobile Trail on property
- 5 miles from Deadwood

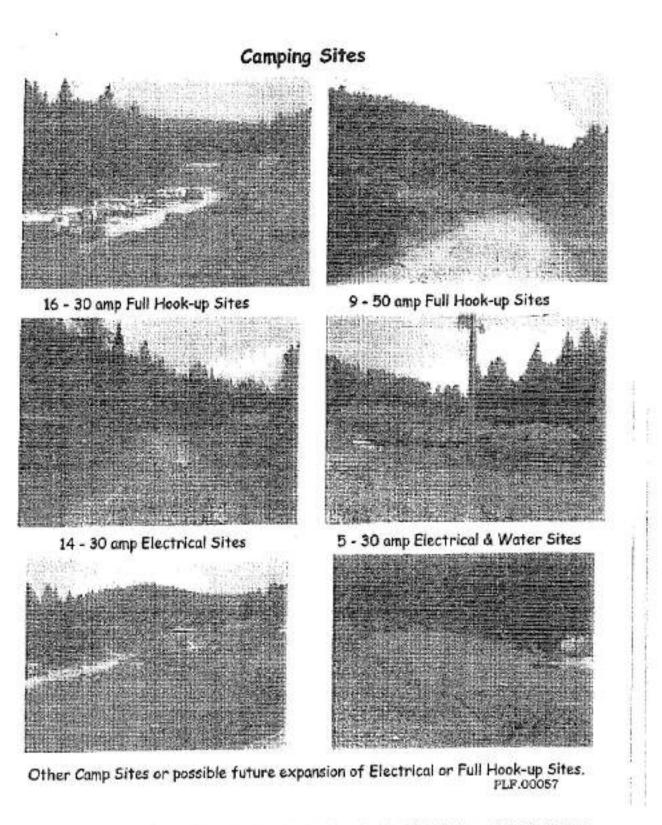


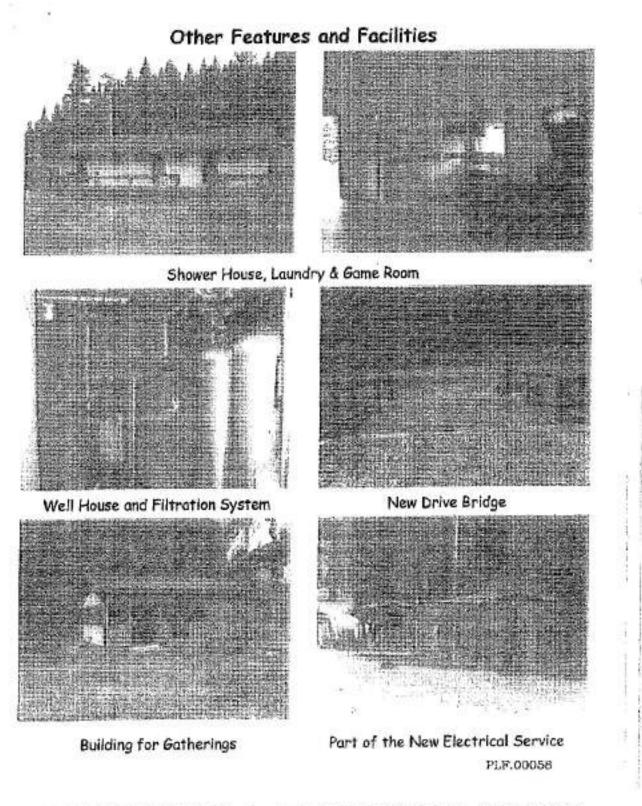


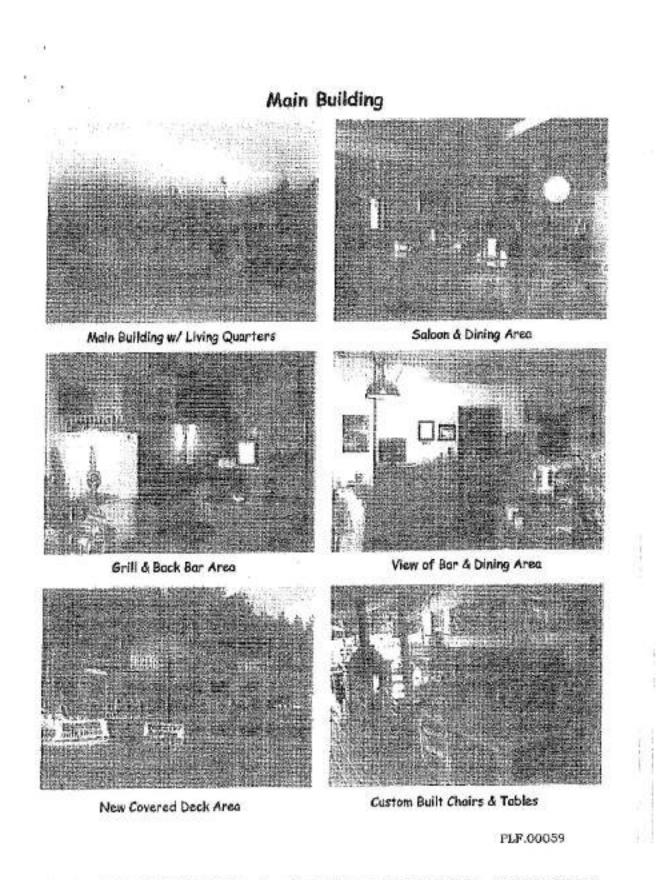
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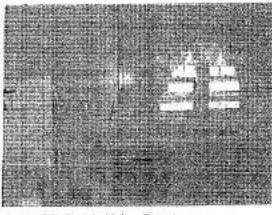
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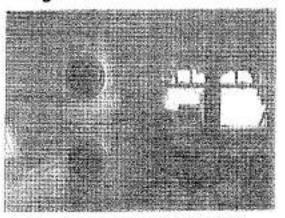




Main Building



Kitchen in Living Quarters



Storage & Laundry Room in Living Qtrs.



Office/Bedroom and Full Bath

The Living Quarters main level: kitchen (pictured above), living room (pictured above, used as storage area and laundry), and bedroom with full bath (bedroom currently used as office and storage). Basement has 3 bedrooms, 1/2 bath and workshop area. Living Quarters is the back portion of the main level shared with the Bar, Grill and Store area and a full basement.

PLF.00060

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				(605) 390-2779
Select):	Wild Bill's Camporound a	nd Resort, LLC		Phone Number
Mailing	(Addition	·····	Reptd City	SD 57703
Address:	1851 Ennen Dr. Breel/Bax Nomber		CIN	Bate/2p Code
	Duane and Melody Remin	inten		(605) 431-1432
Buyet(s);	Nume	Name of the second seco		Phone Number
Ourrent Mailing	6835 Arcadia St		Summerset	SD 57718
Address:	Taking any second s	and the second	Cky	State/Zip Code
NEW				
Maßingi Address:	Sewet/Box Number		Cây	Signizip Code
Property Do you or	will be occupied by briver on with be principal residence of bayer on when any other residential property in the (RUYER ONLY)	The above stated date	YES NOIZI I	yes, skala location
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Ingal Dea	seription (Please include the numbe	ar of acres for emplet	ted properties)	
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Contract A Quit Claim Warranty	n Dead	Executor's Deed Trastee's Deed Administrator's De	. 圭	Mineral Dead Gill Other (Specily)
3) Rema	Involved in Transaction			
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APP. 053

	RITH DAKOTA, COUNTY OF	Lawrence	•	8. 	Ratio Card No.
eter(s):	Keith A. Grimm				(605) 390-2779
een (+).	Name				Phone Number
nting doxesa:	851 Ennen Dr.		Repid City		SD 57703
	Breet/Sox Number		Cilly		State/Zip Code
and	Duene and Melody Rem	nington			(805) 431-1432
symmetry in the	Name				Phone Number
Anerik Siling	6835 Arcadia St.		Summerset		SD 57718
idrosa:	Street/Box Number		City	1000	State/Zip Code
EW				1	
foress;	SheedBux Number		Chy	973.00.0470.00.	Siske/21p Code
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gel Das	cription (Please include the num	ber of sores for M	(aetheorog bettelow		
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PT 56 (Rev 64(5) Form required pursuant to SDCL 7-9-7(4) and Administrative Rule 64:04:01:06.01



2.

EXCLUSIVE LISTING AGREEMENT BLACK HILLS ASSOCIATION OF REALTORS⁴



CI Commercial LD Land MF Multi-Family CI Commercial BI Business/Industry

THIS IS A LEGAL AND BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK LEGAL ADVICE Term Commences July 21, 2018 expires December 31, 2017 at 12:01 A.M. If a Bayer enters into a purchase agreement with Seller during the term of this agreement, the termination of this agreement shall extend to and include the date of closing under the purchase agreement with said Bayer only.

LEGAL DESCRIPTION. The undersigned Seller warrants that he/she is the owner of record of the property or has
the written authority to execute this Agreement on behalf of the owner of record and hereby grants the undersigned
Broker, for the above term, the exclusive irrevocable right and privilege to sell the following property legally
described as:

Parcel 1: Lot E ex. H1(.04 ac) & H2 (.06 ac) & Lot E-2 of HES 137 on Section 18 T4N R4E

Parcel 2: Tracts 0091A & 0091B in Section 17 T4N R4E Total Acres 12.74

County:	Lawrence	. State	South Dakota	-
Also known as:	Wild Bill's (Campground, 21372 US Hwy 385		
TERMS: For the sun	of \$ 899,000,00	, on the following terms:	Cash or New Loan	

or, with Seller's consent, for any sum or on other terms which price includes all encumbrances, taxes, assessments and discount points charged at time of closing by mortgagee, as agreed upon by Buyer and Seller.

- PERSONAL PROPERTY: The following personal property shall be conveyed by Seller to Buyer, free of liens and without warranty of condition, by bill of sale at closing and in accordance with its terms: See Attached List
- DEFINITION: The term "sale" shall be deemed to include any exchange, trade, lease or option to purchase to which
 the Seller conseats. In the event of a sale, the Broker is permitted to represent and receive compensation from both
 parties.
- 5. PROFESSIONAL FRE: If a purchaser is procured for the property by the Broker, by any other cooperating broker, by the Seller, or by any other person at the price and upon the terms stated above, or at any other price or upon any other terms accepted by the Seller during the term of this Agreement or if exchanged or optioned during the term of this contract and said option is exercised, or if within <u>60</u> days after the expiration of this agreement, the property is sold to any person to whom the property was shown the Seller agrees to pay a fee for professional services of <u>624</u> of the sales price physical sales terms and a particular property of the sales price of the sales price.

6% of the sales price plus required sales taxes and an applicable transaction fee of \$0.00 Seller further agrees that Broker or Broker's anthonized representative may act as escrow agent for all money, transaction papers, and documents associated with this transaction. If this property is listed with another licensed real estate broker after expiration of this listing, this contract shall be null and void in its entirety. In the event that an option is accepted by the Seller, all money received for said option shall be divided 50% to the Seller and 50% to the Broker and Seller, as parties to this agreement, agree that a party in breach of any of the covenants, promises or obligations arising under this contract shall be liable and responsible for attorney's fees and costs that may result from enforcement thereof as against the party in breach.

- 6. EARNEST MONEY: The Listing Office shall deposit and hold all deposits, including earnest money until the sale is closed. If earnest money deposited by the Buyer is forfeited, the earnest money, less expenses, shall be divided <u>50</u>% to Seller and <u>50</u>% to Listing Office. However, in no case may the Listing Office's share exceed the compensation stated herein. Seller understands that per SDCL 36-21A-81, both Buyer and Seller must agree in writing to release of earnest money.
- PROCEEDS DISBURSEMEN'T: It is agreed that the Listing Office and/or Closing Agent shall hold the balance of the sales price for account of Seller until all expenses incurred on the Seller's behalf, relating to the sale of this property, have been paid.

have read this page and Listing Office Broker/Agent Seller(s) (Initials) (Initials) Page 1 of 3 RoMax 045 Sector: 048010-810146-9058022 tar dethait Preparetoy Eryan Jacon | HEWA Results | byertHizzgggradium |

APP. 055

- 8. TRANSFER OF TITLE: Seller represents the title of the property to be good and merchantable and hereby warrants that all known encumbrances, liens or clouds on title are disclosed. In the event of a sale, exchange or trade, Seller, at their expense, will convey to the Buyer good and merchantable title to said property by Warranty Deed or such other conveyance instrument, sufficient to convey good and merchantable title, property signed and with the necessary State Transfer Fee for recording paid by Seller. Further, Seller, at their expense, shall promptly furnish to the Buyer an Owner's Policy of Title Insurance in the amount of the purchase price.
- NON-DISCRIMINATION: This property is offered for sale regardless of race, religion, creed, color, sex, handicap, familial status, ancestry, national origin, or any other protected class under law.
- MULTIPLE LISTING SERVICE: Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s).

11. SELLER AUTHORIZES BROKER, BY INITIALS IN THE APPROPRIATE SPACE TO:

- List and market the herein property with the local MULTIPLE LISTING SERVICE (MLS) within 72 hours pursuant to MLS Rules and Regulations. Yes KG/
- Withhold the herein property from the local MULTIPLE LISTING SERVICE (MLS) by completing and signing a Certification to Withhold Property Listing from Multiple Listing Service form.
 - Seller understands that withholding property from the MLS impacts property exposure by NOT marketing to all other area REALTORS*.
 - b. Seller understands that withholding property from the MLS impacts property exposure by NOT notifying potential buyers working with other REALTORS* or using the MLS online website.

Listing agent shall file said Certification to Withhold with the MLS within 72 hours (a signed copy of the Certification to Withhold will be provided to the Black Hills Association of REALTORS*).

3. Seller authorizes broker, by initials in the appropriate space to:

	Place a FOR SALE sign on the property.	Yes /	No HGI
b.	Place a LOCKBOX on the property	Yes /	No KG /
c.	Cooperate with other Brokers, including Brokers representing a bayer, and Seller further agrees Broker may compensate selling Brokers.	Yes KGI	No/
d,	Request mortgagee, if any, to release financial information to listing office.	Yeska/	No/
C.	Request utility companies to release utility information to listing office.	YeskG /	No /
f.	Advertise by computerized or other media.	Yesk G	No/

12. SELLER'S PROPERTY DISCLOSURE STATEMENT: Seller hereby agrees to indemnify and hold Broker and Brokers agent hamiless from any claim(s) arising out of misrepresented or incomplete disclosure statements made by Seller. Seller agrees to fill out a Seller's Property Disclosure Statement, if applicable, and have it available for inspection on the premises. By state law (SDCL 43-4-38) this disclosure must be shared with other Brokers and potential Buyers before a Purchase Agreement is written.

[X] The parties acknowledge that no disclosure statement is required by reason of the following: Business

- LEAD PAINT DISCLOSURE: Solier shall complete and submit a lead-based paint disclosure if property is residential and built prior to 1978 as required by federal regulation.
- 14. AGENCY DISCLOSURE: The seller acknowledges that they have received a copy of an Agency Relationship Disclosure and agree in writing to the applicable Agency Relationships as shown in the herein attached Agency Addendum.

Seller(s)	K.G.	and Listing Office Broker/Agent	RA	have read this page	
	(Initials)		(Initials)		Page 2 of 3
Renter: 040050-005148-0000102 Process by Bryon Merson RE1000 Renults blyw10422@prost.com ;				75-12 T 1	Max 04B

APP. 056

No

No

No

No

Yes

15. DISPUTE RESOLUTION: Seller agrees that any dispute or claim arising out of or relating to the sale of this property shall be submitted to mediation in accordance with the rules and procedures of the Sellers/Buyers Dispute Resolution System. Any costs of mediation will be shared equally between the Buyer and Seller.

16. TAX CONSEQUENCES: The Seller acknowledges that there may be tax consequences arising out of the sale of this property and that they are advised to seek competent tax advice.

17. OTHER:

1. If Listing Agent represents the Buyer, commission to be 5%

The undersigned hereby agree to the above terms and acknowledge receipt of a copy of this agreement.

Dated this 2/5 day of July , 2014 Keith Grimm, President

Seiler's Name - Printed or Typed

Seiler's Name - Printed or Typed

RE/MAX Results

Listing Company

Bryan Iverson

Listing Agent

Soller's Signature

х Seller' moture Designated Broker's Signature

Listing Agent's Signature

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This form is authorized for the use of the members of the Black Hills Association of REALTORS' only. (revised) BHAR (Vi4 Retain of a Back of a second second

APP. 057

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ALL FIELDS DETAIL						
	a share a sh	129714 BUSINESS ANDUSTRY ACTIVE Accomodation Northern Hits \$459,000 21372 HWY 385 Deadwood SD 57732 For Sale Y	Parking # of Spaces Will Soll Type of Sale Desired Gross Income Business Days Total Square Fool Dusiness	31+ spaces All Asset 180001 -300000 Summer Only 1500-1989 Real Estate Included	00000.000	
GENERAL			VOW Address	Yes		
VOW Include	Yes		VOW AVM	Yes		
VOW Comment			Agent		SON - Cel: 505-484-9422	
Number of Units			Compensation VRC Y/N Yes			
Compensation to Buyers Ag 3% Business Description Gampground, Salson &Grill		Business Name Wild Bills Compground Owner Name W B Campground & Resor Business Hours Open Daily May- Septembr		mpground		
Listing Date	See Addendum		Taxes	6400 aprilox.		
Legaî Tax Year	2015		Tax Returns Available	Y/N Yes		
Owners Salary in Expenses	Ves		County	Lawrence		
Associated Document Count			Auction Y/N	No		
Exclusion on File	No		Short Sale	No		
Update Date	7/22/2018		Status Date	7/22/2016		
HotSheet Date			Price Date 7/22/2016			
Input Date	7/22/2018 10.59 AM		Original Price	\$899,000		
Days On Market	1		Geocode Quality	Exact Match	With Bing	
Picture	32					
FEATURES						
REAL ESTATE	BUS NESS ENTITY		DOCUMENTS ON FILE			
Owned LLC		Financial Statements	HILS			
Include in Price TRAINING INCLUDED		Equipment List	Creek			
LOCATION 1-2 Weeks		Profit Loss Statements		Trees		
Free Standing	NUMBER OF E	MPLOYEES	SHOWING INSTRUCTI	ONS Mead	0 W	
			Call I lat Science			

19200

PUBLIC REMARKS

1-5

Black Hills

Concerdations Dama

Excellent Opportunity & Location1 Wild Bill's Campground, Saloon & Grill is approx. 5 miles from Deadwood on Hwy 365. There is 12.74 acres, 98+ total compates with 9 - 50 amp full hook-up, 16 - 30 amp full hook-up, 14 - 30 amp electric only sites, 5 - 30 amp electric & water sites, shower house will aundry & game room, 1 duplex cabin, 6 7 sleeping cabins. Main building includes office, store, salson, grill, and living quarters. Bear Buttle Creek & Strawberry Creek meet on the property. Retail on & off sale Malt Beverage License. Same of the Improvements: New electrical service(plenty for future expension), water fitration system, water lines, 7 sideping cabins, 24x50 Deck onto Bar & Grit building, remodeled Mens & Womens bethrooms & showers, and many more (its evaluable). This excellent opportunity to own a campground, bar & grill so close to Deadwood and other wonderful attractions in the Black Hills. Listed by Bryan Iverson (605)484-8422 with Re/Max Results

Cell List Agent.

See Remarks

AGENT ONLY REMARKS

Please call Listing Agent to set-up showing. Confidentiality agreement to be signed before receiving financial information and must be a qualified buyer. Owner will carry contract for dead with \$200,000 down payment.

ADDENDUM

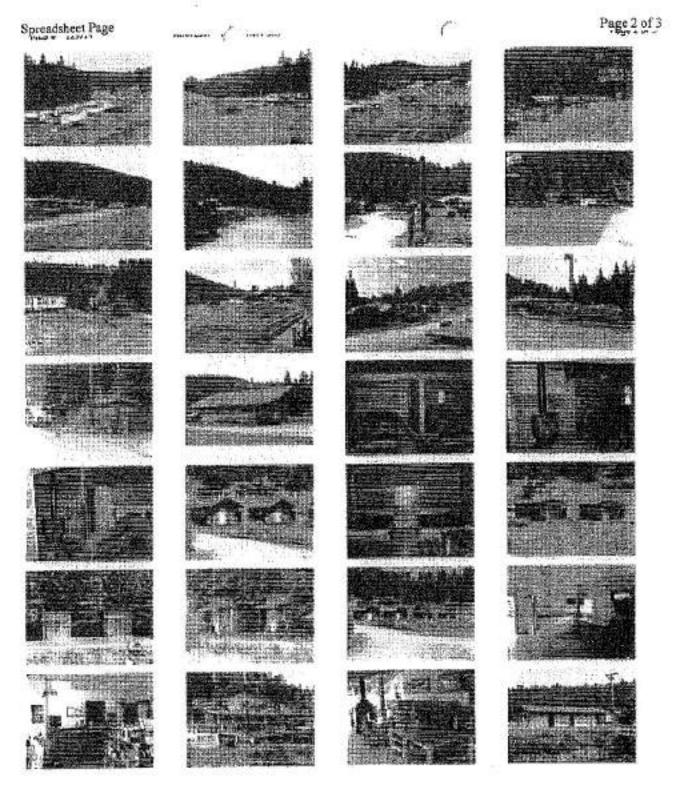
Please go to www.witdbillscamp.com to view campgrounds web-site. Legal Description: Parcel 1: Lot E ex H1 (.04 ad) & H2 (.05 ad) & Lot E-2 of HES 137 In Sec 18 T4N R4E Parcel 2: Tracis C091-A & D001-B in Sec 17 T4N R4E

ADDITIONAL PICTURES

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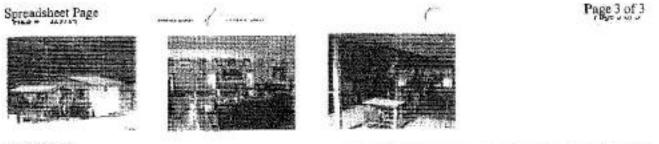
http://blackhills.paragonrels.com/ParagonLS/Reports/Report.mvc?listingIDs=129714&screenWidth=160... 7/22/2016

Page 1 of 3



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http://blackhills.paragonrels.com/ParagonLS/Reports/Report.mvc?listingIDs=129714&screenWidth=160... 7/22/2016

REAL ESTATE RELATIONSHIPS DISCLOSURE

South Dakota real estate brokers are required to develop and maintain a written office policy that sets forth agency and brokerage relationships that the broker may establish. The broker must disclose in writing the types of agency and brokerage relationships the broker offers to consumers and to allow a consumer the right to choose or refuse among the various real estate relationships. The following real estate relationships are permissible under South Dakota law.

Single Agent-Selier's/Landbord's Agent: Works on behalf of the seller/landbord and owes duties to the seller/landbord, which include good faith, kyaity, and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller/landbord. The agent may not disclose confidential information without express authority of the seller or landbord.

Single Agent-Buyer's/Tenant's Agent: Works on behalf of the buyer/tenant and owes duties to the buyer/tenant which include good faith, loyalty, and fidelity. The agent will negotiate on behalf of and set as an advocate for the buyer/tenant. The agent may not disclose confidential information without express authority of the buyer or tenant.

A selfor/and/ord or buyer/tenant with an appointed agency agreement is represented by agents specifically named in the agreement. A selfor/and/ord or buyer/tenant with an appointed agency agreement is represented by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the selfor/land/ord or buyer/tenant. The named appointed agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's responsible broker or the broker's designee who is also named in the agreement. Other agents in the firm have no duties to the selfor/land/ord or buyer/tenant and may act solely on behalf of another party in the transaction. The responsible broker and the broker's designee act as a disclosed limited agent when appointed agents within the same firm are representing their respective clients in the same transaction.

(x) Disclosed Limited sigent: Works on behalf of more than one client in a transaction, requiring the informed written consent of the clients before doing so. A limited agent may not disclose confidential information about one client to mother without written permission releasing that information. While working to put the transaction together, agents in a limited agency transaction cannot negotiate nor advocate solely on behalf of either the sellen and/or boyter/senant. Addinited agent may not disclose to unatten permission together, agents in a limited agency transaction cannot negotiate nor advocate solely on behalf of either the sellen and/or boyter/senant. Addinited agent may not be added to unatten provide the transaction together.

[K] Transaction Broker: Exercises reasonable skill and care in assisting one or more parties with a real estate transaction without being an advocate for any party. Although the transaction broker will help facilitate the transaction, the licensee will serve as a neutral party, offering no client-level services (such as negotiation) to the customer. The transaction broker may not disclose confidential information about a party to another without written permission releasing that information.

Duties of a buyer, tenant, landlord, or seller: The daties of the real equite licensees in a real state transaction do not relieve a party to a transaction from the responsibility to protect the party's own interests. Persons should carefully read all documents to ensure that they adequately express their understanding of the transaction. If legal or tax advice is desired, consult a competent professional in that field,

All real estate licensees must provide disclosure of all actually known adverse material facts about the subject property or a party's ability to perform its obligations.

South Dakota law requires a written agreement which sets forth the duties and obligations of the parties as described in the brokerage relationships itemized above.

The office p	olicy of Re/Max Results	(company) is to offer only those services marked above.
He Bryan	n Iverson	(licensee)

Acknowledgeseat: I have been presented with an overview of the b receipt of: Real Estate Relationships Disclosure form Consumer Real Estate Information Guide (residential p		nd bereby ackn	owledge
I understand that receipt of these materials is for disclosure purpose licensee. Signature Signature <u>TELORY</u> <u>Reinington</u> By marking a box and signing below, it is understand that the or broker representation.	Date <u>4.27-17</u> The Date <u>4-27-17</u> The Date <u>4-27-17</u> The	∞ <i>10:00</i> № 10:00	
Buyer/tenant understands that Broker is not representing Buyer/ broket. Buyer further understands that Broker is acting as agent for Seller/Landlord understands that Broker is not representing Sell- transaction broker. Seller further understands that Broker is acting a broker.	the seller or is assisting the seller as a fr n/Landlord as a client or working with :	ansaction broke Selien/Landlord Suyer as a transi	с as и attions
Signstore(a)	Date	Time	ant/pm
Copyright @ 2017 Black Hills Associa This form is authorized for the use of the members of the Black	tion of REALTORS*. At Fights Reserved Hills Association of REALTORS* only (nevia	ed) BHAR 10/10	
See with DCE115-608145-0025013 Preparating Styles Institut (1620-00 Results) tryen542238(mol.ion) (1 of the Ret	Aax 039

APP. 061



AGENCY AGREEMENT ADDENDUM



This addendum is attached to and made a part of the 🕅 Exclusive Listing Agreement 🗍 Bayer Agency Agreement dated <u>7/21/16</u>, between <u>Re/Max Results</u> (Brekerage Firm) and <u>Wild Bill's Campground & Resort LLC</u> (Client).

IF THE BROKER REPRESENTS THE SELLER/LANDLORD or BUYER/TENANT: If a boker enters into an
agreement to represent an seller/landlord or buyer/tenant as a client, the broker and all licensees associated with that broker represent
the client. An agent/subagent owes the client the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and
diligence, and full accounting.

II. HE THE BROKER APPOINTS AN ASSOCIATE LICENSEE TO REPRESENT THE SELLER/LANDLORD or
 BUVER TENANT: If a broker enters into an agreement to represent a seller/landlord or buyer/tenant as a client, the broker
 as the client's appointed agent. For the purposes of this addendum, the client
 shall have an agency relationship with ONLY the appointed agent, the responsible broker
 und,
 if applicable, responsible broker's designated broker

The responsible broker may appoint other affiliated licensees during the term of the brokerage agreement should the appointed agent not be able to fulfill the terms of the brokerage agreement or as by agreement between the responsible broker and the client. An appointment of another affiliated licensee or an additional affiliated licensee does not relieve the first appointed agent of any duties owed to the client. In an appointed agency relationship, the responsible broker and, if applicable, the responsible broker's designated broker will act in a limited agency capacity.

CHARGENETERATENANT REPRESENTED BY A BROKER WANTS TO SEE A PRODERT OF A SELLERALANDLORD BEING REPRESENTED BY THE SAME BROKER: A real estate broker acting directly or through an associate licenses of appointed agent can legally be the agent of both the seller/landlord and the buyer/lenant in a transaction, but only with the knowledge and written consent of both parties. Upon such consent the broker, associate licenses or appointed agent represents both the seller/landlord and the buyer/tenant and the following provisions will govern the actions of the broket:

- A. The broker may not knowingly say anything or do anything which might place one party at a disadvantage, disclose personal confidences of one party or the other party, or any other information a party specifically instructs the broker in writing not to disclose, unless disclosure is required by law.
- B. The broker may not, without the prior express written consent of the owner, disclose to the buyer/tenant that the owner might accept a price less than the listing price, nor shall the broker, without the prior express written consent of the buyer/tenant, disclose to the owner that the buyer/tenant may be willing to pay a higher price, or accept terms less favorable to the buyer/ tenant than those indicated in the buyer's/tenant's previous offer.
- C. "The broker may not represent the enterests of earlier the owner or buyer termine to the confirment of the other party." The broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to permit the broker to represent both the owner and the buyer/terant.

CONSENT AGREEMENT: If the seller/landlord elects to negotiate with a buyer/tenant that is a client of the broker, or a buyer/tenant elects to negotiate with a seller/landlord that is a client of the broker, it is understood that both parties will be required to confirm, in writing, their election to have the broker act as a consensual limited agent.

AGENT OBLIGATIONS: Regardless of representation, the broker shall: BisEnse Bis

agree to an appointed agency a	elationship as	described in se	ection II at	bave. Yes	1	No	1	N/A KI	G'
agree to a potential limited agone					KG1_	No_	1.	N/A	t
Buyer/Terant & Scheniger Outhony He	- Reside	(date/tame) (date/tame) <u>7/24/16 (0)</u> (date/tame)	by	en/Tenant IS]Sellen/L	andlord		7/2	nime) //4/1017 hime)

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BUYERS AGENCY AGREEMENT

(EXCLUSIVE AGREEMENT TO REPRESENT BUYERS) (This is a legally binding contract. If you do not understand it, seek legal advice.)



Broker will assist Buyer as Buyer's exclusive agent under the terms specified herein. Buyer represents to Broker that Buyer has not employed, retained, contracted with nor in any other manner engaged another broker to assist in acquiring an interest in the property that is within the scope of this Agency Agreement. Buyer agrees to protect, defend, indomnify, and hold Broker harmless from any claims, demands, suits, actions by or on behalf of another Broker and all expenses related thereto, including reasonable attorney's fees, prising from any breach of this representation by Buyer. The Broker and Buyer, as parties to this agreement, agree that a party in breach of any of the covenants, promises or obligations arising under this contract shall be liable and responsible for attorney's fort and costs that may result from enforcement thereof as against the party in breach.

- Buyer gives Broker the exclusive right to locate and/or assist in negotiations for the purchase, exchange, or option to purchase 1. property (purchase) at a price and with turns acceptable to Buyer.
- percent of the selling Buyer agrees to compensate Buyer's Broker. THE AMOUNT OP COMPENSATION SHALL BE 2.
- Buyer acknowledges that they have received a copy of an Agency Relationship Disclosure and agree in writing to the applicable 3. Agency Relationships as shown in the herein attached Agency Addendum.
- Buyer acknowledges and consents that Broker may represent other buyers who may have an interest in presenting purchase. 4. agreements on any given property for sale by a Seller.
- BUYER'S OBLIGATION: Buyer will: 5.
 - Work exclusively with Broker for the purchase of property. Α.
 - Provide Broker with accurate and relevant personal financial information to determine Buyer's ability to purchase property. B.
 - Compensate Breker as outlined in paragraph two (2) if Buyer purchases property or defaults on an Agreement to purchase C. during the period of this contract.
 - Compensate Broker as outlined in paragraph two (2) if Boyer purchases a property within 60 days after the end of this D. Agreement which Broker has shown to Buyer during the term of this Agreement. If Buyer enters into an Exclusive Agreement with another broker after expiration of this agreement, this agreement shall be null and void in its entirety.
- Description of property desired: б.
 - Type of property. Wild Bill's Campground Bar & Grill ٨.
 - General location: Northen-Black Hills В.
 - C. Price range:
- Provisions: Only for this transaction

2.9	Contra Frontingente			2322.25242	100 million (100 million (100 million))	and the second
8.	This agreement shall begin April 27, 2017		10	5:00	a.m./ Øp.m.	, and shall continue until the earlier of
		at 5:00	_	_ [] am/	p.ns., or comp	letion of the acquisition of the property

Sec. 1

and the Repair Parket

However, if a parchase agreement is entered into by Buyers during the term of this agreement, the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchase property only. which is a strengther the base

Necept 01	a copy of this contract by the cuyer has been every every every	방법 사람들은 것 않았어?
Duane Remington	D. F.F	4.27.17
Buyer's Name - Typed or Printed	Buser's Signiture	Date
Melody Remington	Melody Remington	4-27-17
Buyer's Name - Typed or Frinted	Buyer's Signature	Date
6835 Arcadia SL, Summerset, SD 57718		
Address anthony Hense Broker:	by Agent 51 Himail	Date: 4/27/17
THIS AGREEMENT IS EXTENDED TO:		
Roceipt of	I a copy of this contract by the buyer has been acknowledged.	
Buyer	Date:	
Bayer:	Date	
Broker:	by Agent:	Date:
Copyright (This form is authorized for the Lise	© 2017 Black Hills Association of REALTORS®: AI Rights Reserved a of the mambers of the Black Hills Association of REALTORS® only.	(navised) BHAR 10/14
Bernell, Brückspielagten 2002/12 Proposed im Dryan Sensor 1, BERNAR Results 1, bryan/942288	geelaus i	ReMax Q11

APP, 063

REAL ESTATE PURCHASE AGREEMENT COMMERCIAL/AGRICULTURAL

(This is a legally binding contract. If you do not understand it, seek legal advice)

1. EARNEST MONEY DEPOSIT - PARTIES TO CONTRACT - PROPERTY. Purchasers: Duane & Melody Remington Ard/or Assignis

Broker hereby acknowledges receipt of Earnest Money in the amount of (\$ 10,000.00

Ten Thousand and 00/06----and the state of the second state of the secon Cash [] Check 🕅 to be deposited the next logal banking day after acceptance of this offer on the property legally described as: Will Bill's Compround Bar & Gall

Lot E ex H1 (.04 ac) & H2 (.06 ac) & Lot E-2 of HES 137 Acres: 11.21 Sec. 18 Township 4 North. Range 4 East Tracts (09)-A

& 0091-B Acres: 1.53 Sec. 17 Township 4 North, Range 4 East

also known as: 21372 US Hwy 385, Deadwood, SD 57732

Sellers: Wild Bill's Campercand & Resort, LLC.

Purshuser and Seller advowledge that Binker is the dimited agent af both parties to this transaction as putlined in Section III of the in A genry A grounent Addendum and authorized by Furchases and Seller Yes II No ((initials) Parchases /////// Seller KG.// N/A

 PURCHASE PRICE. The total price is to be (\$899,000.00) Eight Hundred, Ninety-Nine Thousand and 00/00 DOLLARS

After carnest money herein is credited, an additional down payment of \$ 0____ is to be paid by Purchaser on or before ____ After earnest money and down payment are herein credited, the remaining balance is to be paid by Purchaser at closing.

- 3. FINANCING. If this offer is contingent upon Purchaser obtaining a new loss, Purchaser agrees to immediately make application for and diligently endeavor to procure such loan without delay, and to sign the note and mortgage within five (5) days after they are ready. Buyer is going with a Contract for Deed with the Seller - See Addenda #1
- 4. TITLE. Merchantable title shall be conveyed by Warranty Deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. An Abstract of Title shall be continued to date and furnished promptly to buyer for examination. In lieu of an Abstract of Title, an owner's policy of Title Insurance in the amount of purchase price may be substituted with cost to be distributed as follows: Seller: 50% Purchaser: 50%
- 5. INSPECTIONS. This offer is contingent upon the following inspections: 1) Septic Tanks to be pumped, inspected or provide information from last time completed - Seller Expense. 2) Well Test with the SD DENR are up to date and acceptable - Seller Expense 3) Bayer to impact the property and the Equipment that stays with the property. 4)Buyerinny conduct envirother insweening deepend appropriate at Buyers Expense.

Inspections shall be completed within 30 days of acceptance of this offer.

É

Should the results of any inspections not be satisfactory to Purchaser, then, within this same period, Purchaser shall notify Seller or Listing Broker in writing of the specific dissatisfaction and at which time parties may renegotiate or terminate this contract. If Purchaser fails to specifically approve or disapprove any inspections within the time specified, then Purchaser shall be deemed to have approved and "accepted the property in its present condition and any yeal estate theorem having unything to do with this transaction does not have any further obligation to Purchaser as to such inspections or agreement.

INITIALS: FURCHASER DIR IMA SELLER K.G. 1

EXHIBIT NO.	I
2/20/18	

Page 1 of 2

12

-----DOLLARS

APP. 064

6. PRORATIONS. Taxes are to be paid as follows: The 2016 real estate taxes paid in 2017 shall be paid 100% by Seller and 0% by Purchasur. Real estate taxes assessed this year and payable next year will be will not be [] prorated to the date of closing.

Other prorations: 1) All deposits and prepaids for 2017 reservations will be used as initial down payment on the Contact for Deed. as of 4/27/17 the balance is \$17,000. Any additional deposits from 4/27/17 until closing will be paid to the Buyer.

- 7. SURVEY: Current County OIS Boundary Survey to be acceptable with the Buyers.
- 8. OTHER PROVISIONS: See addender#1>

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- 9. CLOSING/POSSESSION. Postestim and closing shall be given to Purchaser on ar before (date) 05/15/17, provided, however, delivery of possession is conditioned upon closing.
- 10. EARNEST MONEY/DEPOSITS. Listing office shall deposit and hold all carnest money and other deposits until sale is closed. If this offer is not accepted by Seller, or if Purchaser is unable to secure financing, if so contingent, or if no agreement is reached regarding conditions found on inspection report(s), this agreement is void and Purchaser's money shall be returned in full, less any expenses incurred on Purchaser's behalf, including any inspection ordered by Purchaser.
- 11. ADDENDA TO THIS AGREEMENT. The following documents are addends to this contract and are attached and become part of this contract by reference. If none, so state.]) Addenda #1___

11. TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dated this 27th day of April, 2017 at /0:00 a.m.

This agreement is void if not accepted by Seller by the 27th day of April, 2017 by 5:00 p.m.

On this 27 day of April	,2017	_ the foregoing (year)	offer is:	
10455478180-11461-108077	(month)	(Jeen.)		
(Initial)ACCEPTED KG /	; NOTACCEPTED	/	; COUNTERED	<u> </u>
Vith Hunge	- President	412-	lin	
er	Seller		11	

Re/Max of Rapid City	Bryan Iverson	
Selling Company	Seiling Licease	
Ra/Max of Rapid City	Bryan Iverson	
Listing Company	Listing Licensee	

SDREC/COM-AGFURAGREE/8-99 Page 2 of 2



Addenda #1: Other Provisions:

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 Seller and Buyer agree that Wild Bill's Campground is being sold as-is with no.warranty.

All Licenses and Certificates associated with the campground to be current prior to closing. After closing Buyer is responsible to transfer all License and Certificates.

 All Rights to Wild Bill's Campground Saloon and Grill – Name, Logos, Website, Domain Name, Business Phone Number and/or any other use of the name to go to the Buyers.

The cost of all existing inventory and supplies to be reimbursed to the Seller at the time that the Buyer assumes the business.

Seller to provide training at the start of the season at the start and the close of the season. Also will be available during the season.

Seller to provide list of all Suppliers and Vendors associated with the campground.

Seller to provide a Disclosure to Hold Harmless the Buyers for any legal action or litigation that may have happened before the transfer of ownership to the Buyers.

8. Contract for Deed – \$200,000 down at closing with the remainder to be amortized over 20 years at 5.5%. Equal monthly payments to be made by the 5th of each month over the next 240 months. Buyers reserve the right to payoff the loan early without penalty.

9. Payments to be setup with Old West Escrow Company (Fee to be split 50% Seller and 50% Buyer).

10. Buyers will be responsible for Real Estate Taxes and Insurance for the Campground starting the day of closing.

Buyer

it Heard

Seller

Date

APP. 066

CONTRACT FOR DEED

THIS AGREEMENT is made and entered into this <u>1.2</u> day of <u>M2.1</u>, 2017, between Wild Bill's Compground and Resort, LLC, of 851 Ennen Drive, Rapid City, South Dekote 57703, (hereafter Soller) and Duane and Melody Remington, of 6835 Areadie Street, Summerssi, South Dekote 57718, (hereafter Buyers).

2.

REAL PROPERTY. That if Buyers shall first make the payments and parform the covenants hereinafter set out on Buyers' part to be made and performed, the Seller hereby covenants and agrees to convey and assure good and merchantable title to the Buyers, in fee simple, free and clear of all encombrances and liens except for easements, special assessments, reservations, cestrictions, and rightsof-way of record, by good and sufficient Warranty Deed (seme to be deposited in essenwartime of closing), to the following real property, to-writ: Wild Bill's Campground Bar & Grill, 21372 US Hwy 385, Deadwood, Lawrence County, South Dakota, legally described as:

> LOT E AND LOT 5-2 OF H.E.S. 137 LOCATED IN SECTION 17 AND SECTION 18 TOWNSHIP 4 NORTH, RANGE 4 EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO FLAT BOOK 4 PAGE126 AND FLAT BOOK 6 FAGE 214 EXCEPT LOT E-1 AND 8-3 OF THE SUBDIVISION OF LOT E AND EXCEPT LOTS E1 AND 8-3 IN LOT E ACCORDING TO FLAT DOC \$2501-4484.

> TRACT NO. 0091-A LOCATED IN SECTION 18, TOWNSHIP 4 NORTH, RANGE 4 EAST, ACCORDING TO FLAT DOCUMENT NO. 83-1596 AND TRACT NO. 0091-5 LOCATED IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 4 EAST, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO FLAT DOCUMENT NO. 89-1597.

2. PERSONAL PROPERTY AND CHATTELS. The personal property/obstals to be purchased

in accordance with the terms and conditions of this Contract, include the following:

- A. The trade name, "Wild Bill's Campground Saloon and Grill," and all tradenecks and logos, signage, website(s) and other masketing titles, alogans or techniques, and the current business phone number.
- B. All equipment, furniture, furnishings, trade fixtures, supplies and miscellaneous personal property of the business known se "Wild Bill's Compground Saloon and Guill" and tocated on the business premises in Deedwood, South Dakota. (Reference list of clustrels attacked hereto as Exhibit "A" and incorporated herein by this reference)

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HIBIT NO. 2018

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- C. The cost of all existing investory and supplies to be reimbursed to the Sellers at of date of closing.
- D. The Good Will of the business known as "Wild Bill's Campground Saloon and Grill" as operated and conducted in Deadwood, South Dakota.
- E. Seller to provide a list of all suppliers and vendors associated with the Campground.
- F. All applicable licenses and certificates associated with the campground the parties agree will be current and in good standing as of date of classing. After closing, Buyers agree to transfer all such licenses and certificates.

The above referenced personal property and clustels shall be conveyed by good and merchantable Bill of Sale, which shall be held in escrew until all sums due and owing hereunder have been paid in full. Further in this regard, the Furchass Agreement dated April 27, 2017 executed by the parties hereto and all addendums thereta, shall be incorporated herein by this reference and unless modified by this Contract, shall be binding upon the parties.

PURCHASE PRICE AND METHOD OF PAYMENTS: As purchase price for the abovedescribed property, Buyers shall pay the sum of Eight Hundard Ninety-Nine Thousand Dollars and No Cents (\$899,000.60) in the following manner:

A. Enrnest Money. Both parties acknowledge Buyers' carnest money deposit in the amount of Tex Thousand Dollars and No Cents (\$10,000.00), the receipt of which is been by acknowledged by Selice.

B. Deposits. Both parties acknowledge that all deposits and prepaids for 2017 reservations in the amount of Seventeen Thousand Dollars and No Cents (\$17,000.00) will be used as the initial down payment by Buyers.

C. Down Payment: The sum of One Hundred Ninety Thousand Dollars and No Cents (\$190,000.00) down payment will be paid by Buyers to Seller on date of closing.

D. Balance: The balance of Six Hundred Eighty-Two Thousand Dollars and No Cents (\$682,000.00) shall be amortized over a period of tweaty (20) years with monthly payments commencing June 5, 2017, to be paid to Seller's escrow account to be established at Old West Borrow, 2800 Jackson Blvd, #406, Repid City, South Dakota 57702, along with instructions to release the Warranty Deed to Buyers upon completion of all payments provided in this Contract. The monthly payment shall be Four Thousand Six Hundred Ninety-One Dollars and Thirty-Nine Cents (\$4,691.39) with interest commencing as of date of closing, at the rate of Fiver and One-Half Porcent (5.5%) antivally.

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Page 3 at 5



The Americation Schedule is attached hereto as Exhibit "B." The first payment shall be due and payable June 5, 2017, and due such consecutive month thereafter on the 5" of the month.

The parties acknowledge that Seller currently owes on a Note in the approximate amount of \$350,000.00, secured by a Mortgage against the subject property. The Escrow Company shall first pay Seller's Note or Security First Bank from the Buyers monthly payments, and then forward any remaining payment to the Seller. One Hundred Thousand Dollars of the down payment remitted in accordance with this Contract to Seller by Buyers shall be applied to the balance of said Note et time of closing.

4.

POSSESSION: The parties agree that Buyers may assume possession of the real property described herein on date of closing, which is currently scheduled for May 12, 2017 at Pennington Title Company in Rapid City, South Dakota.

5.

RIGHT TO INSPECT: During the life and term of this Costant, Buyers will keep and maintain the subject premises, and all structures and improvements thereon, is a good state of condition and repair, at least equal to their present condition, reasonable wear and tear by the elements and normal depreciation alone expected. Buyer shall permit no waste on said premises. Seller or its agent, shall have the right to inspect the subject premises from time to time upon reasonable notice and at reasonable times for the purpose of enforcing this paragraph. Buyers acknowledge that they have examined the real property and any equipment or fixtures and furniture (collectively "property") related to the operation of same and acknowledge that the property is acceptable.

6.

TAXES AND SPECIAL ASSESSMENTS: Taxes shall be protected to date of closing. Selice shall assume responsibility for payment of all 2016 real estate taxes and special assessments (if any) which may be assessed against the premises. In addition to the monthly payment set out berein, Boyers shall pay to oscrow one-twelfth (1/12) of the annual property tax on said property, including any increase in same.

7.

FROFESSIONAL FEES: Each of the parties shall be responsible for their own legal and any other professional fees (if any). Seller shall pay the realter fees.

8.

INSURANCE: The Buyers shall, as of the date of closing designated herein, provide insurance on the property against loss and damages as follows:

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A. Fire and extended coverage insurance. Under policies providing no less restrictive coverage than that provided by standard extended coverage policies in an amount of not less than the outstanding balance of this Contract as well as any outstanding remaining unpaid balance pursuant to the terms hereof.

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Sec. 198

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B. Public Lisbility Insurance. Public liability and property damage insurance customerity partied on similar property, but in no event with limits of less than \$1,000,000 for injury to or the death of any person, \$2,000,000 for injury to or the death of more than one person in any one accident, and \$500,000 for damages to property.

Each of the above policies shall be written by a company acceptable to the Seller and shall provide protection to the Seller either as additional named insured or by endorsement providing for payment to the Seller as its interest may appear. Each such policy shall contain an assurance from the insurer that the policies will not be cancelled without at least ten (10) days prior written notice to the Seller.

9.

INDEMNIFICATION FOR UPKEEP, UTILITIES, ETC: It is understood and agreed that all improvements made on the afore-described premises by Buyers and all utility costs and sphere of the premises required shell be paid for by the Buyers, and Buyers agree to protect and indemnify the Selier from all costs, expenses, damages or loss by reason of said improvements, alterations, utilities and opketp.

10.

TITLE: Seller agrees that title to said described real property shall be good and marketable, an determined in accordance with the South Dakota State Bor Association Title Standards and shall be free and clear of liens and encombrances, except for restrictions, easements, and rights-of-way of record. Title insurance in the amount of the purchase price, as well as the transfer for, shall be paid equally by the parties. The parties shall equally pay all other closing costs, including filing fees for recordation of dend and ancillary documents. Personal property shall be conveyed by Bill of Sale.

11.

ACREAGE DESCRIPTION: While it is believed by the parties hereto that the subject real estate consists of approximately 12.74 acres, more or less, Buyers acknowledge that they are not relying on any representations of Seller or any agent of Seller as to the exact acreage of the subject real estate. Buyers acknowledge that they have used: their own independent invastigation us to the total acreage

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involved and agree to be bound by the acreage as it actually exists without any adjustment in parchase price.

12.

PLACE OF PAYMENT: Upon execution of this Agreement, the parties agree to depesit with Old West Escrow, a good and sufficient Warranty Deed to the property described herein, together with an executed copy of this Contract. Said document shall be retained by the escrow company pending complete performance of all of the terms, covenants, and conditions of this Agreement to be performed by the Buyers. Upon such complete performance by the Buyers, the escrow company shall deliver such documents held by it to the Buyers. The Buyers are responsible for recording the Warranty Deed with the Register of Deeds. Old West Escrow's setup fee and the monthly fee to maintain the escrow account shall be paid 50% by Seller and 50% by Buyers.

13.

MECHANIC'S LIENS: Buyers shall not permit the filing of any mechanic's liens or meterialmen's liens on the above-deteribed property at any time during the term of this Contract. Heny mechanic's liens are filed, they shall be discharged by Buyers within a period of thirty (30) days after the Buyers meetive notice of said filing. All expenses associated therewith shall be paid equally by the Buyers and Sellet.

14.

CPROPERTY PURCHASED IN CASES CONDITION. Buyers acknowledge that they have examined the subject real estate and the improvements thereon and accepts the same in its present condition, and acknowledge that they are not relying on any representations or warrantins, express or implied, of Sellers or any agent of Sellers, other than these described in this Contract, and the Bayers in buying said property are relying solely on their own judgment. Buyers hereby accept the subject real estate in its present eccelision. Buyers are buying the subject preparty in an "as in" condition, with » Buyers to be temporable for the next of all reprirementations affect the soles of the Contract;

15.

ADDITIONS AND ALTERNATIONS: Buyers shall make no major additions or alteration to the property described herein without the express written consent of the Soller. Upon obtaining such consent, all work shall be accomplished in a good and workmanlike manner. All additions and alterations made to the property shall be paid for by Buyers, and Buyers shall protect and indemnify Seller from all costs, expenses, damages, or loss by reason of said additions and alterations. Title to such additions and alterations shall west in Seller and be subject to this Contract.

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REMOVAL OF IMPROVEMENTS: Buyers agree not to discussible or remove say of the improvements on the subject premises without the written consent of Seller.

17.

SALE OR ASSIGNMENT: Buyers understand and agree that they shall not assign orsell the above-described property, until all amounts due under this Contract are paid in full.

18.

DEFAULT: in the event Buyers default in the performance of any of the terms, coverants, conditions or obligations of this agreement assumed by them, Seller shall have the option to declare all deferred balances due and payable. Said option shall be exercisable by giving to the Buyers by certified mail, written outlos of the nature of such default. If such default is cured within thirty (38) days from the date of notice, all provisions of this Contract shall remain in full force and effect. However, if any default sizell occur twice in any one (1) calendar year or four (4) times during the life of this Contract and notion of such defaults have been given to the Buyers, then any subsequent default shall be deemed to be deliburate and upon each subsequent default, Buyers shall not have the privilege to trave the default onless granted in writing by Seller in Seller's sole discretion. All costs and expenses incurred by Seller in giving Buyers Notice of Default shall be added to the balance due hereunder and shall be paid by Buyers not later than the date on which the next payment is doe. In the event of the failure of the Buyers to oure such default within said thirty (30) day period or in the event Buyers shall not have the privilege to cure the default, then the entire deferred balance interest shall be accelerated and declared due and payable, and Seller shall have the right to retake possession of all the property purchase hereworder, including all buildings, improvements, utilities, service lines and other such property as may be affixed to the realty as well as any chattels to be purchased in accordance with the terms hereof and to rotain all payments made by the Buyers and improvements made by them on the premites as liquidated damages for the breach of this Contract, accurate damages being incapable of appertainment. In the event of such default, all other remedies available to the Seller under the laws of the state of South Dakots, shall accrue to the Seller,

19.

COSTS OF DEFAULT, CURING AND OTHER REMEDIES: his specifically understood and agreed between the parties have to that all payments made by Buyers to Seller up to the time of any default and all improvements made on the premises up to the time of any default shall be deemed as a reasonable amount for delivery of possession and for the use and occupancy of the premises to the

Page 6 al 9



time of such default. In the event Buyers correct any slinged default under this Contract within the aforemonifored thirty (30) day curative period, then there, shall be no acceleration of the payment solvedule provided for berein and this Contract shall continue in force as originally written. It is not the purpose of these provisions to exclude any other remedies which might be available to Seller under the laws of South Dekota. Weiver by the Seller at any time of any default hereunder on the part of the Buyers shall not constitute a weiver by Seller of any other or subsequent default by Buyers.

20.

PEACEFUL SURRENDER ON DEFAULT: In the event of default on the part of Baytes, they will, on demand, quietly and peaceable surrender the said premises and possession thereof to Seller or Seller's agent.

21.

BANKRUPTCY OR INSOLVENCY: If any proceedings in bankruptcy tor insolvency be filed against the Boyers or if any writ of attachment or writ of execution be levied upon the interest barein of the Boyers and such proceeding or levy shall not be released or dismissed within sinety (90) days thereafter or if any sale of the property described berein or any part thereof should be made under any execution or other judicial process or if the Buyers shall make any assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Selier may declare a default under this Contract.

22.

EMINENT DOMAIN: In the event any portion or the real estate described in this Contract is acquired by any political subdivision of government or by a corporation possessing the power of eminess domain, either by eminent domain proceedings or in a transaction in lieu of or under threat of eroisent domain proceedings, that all proceeds resulting from such acquisition shall be applied against the latest maturing installment. If these proceeds are greater than the amount of the latest maturing installment, they shall be applied to the next latest maturing installment in like fashion until the proceeds are all applied to installments due under this Contract.

23

HOLD HARMLESS: Buyers agree to hold the Seller and Seller's successes in interest hermless from any liability of any kind or character arising out of the use and postession of the property covered by this Contract for Deed by the Buyers or anyone claiming under them, including but out timited to reasonable attorney fees incurred by Seller for any allegations, claims or other liability to

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which the Seller is named as a party, or threatened to be made a party, mising out of Buyers us and possession of asid property or anyone claiming under them.

24.

WAIVER: The waiver of any breach of this Contract by the Seller shall not constitute a constituting waiver or a waiver of any subsequent breach either of the same or any other provision in this Contract.

25.

NOTICE: Any notice pursuant hereto shall be accomplished by cartified mail to the respective parties at the following address, unless notified in writing of any address change, to-wit:

SELLER:	BUYERS:
Wild Bill's Campground & Resort, LLC	Dusne and Melody Remington
c/o Keith & Shelly Grimm	6835 Arcedis St.
\$51 Ennon Dr.	Summerset, SD 57718
Rapid City, SD 57703	6.

TIME: Time is of the assence of this Contract.

27.

BINDING UPON SUCCESSORS, HEIRS, ETC.: This Contract shell be binding upon the

pasties, their heirs, successors, administrators, executors, and assigns.

28.

APPLICABLE LAW: This Contract should be construed and interpreted in accordance.

BUYERS:

with the laws of South Dakota.

Dated this / 2" day of ,2017.

SELLER: WILD BILL'S CAMFGROUND & RESORT, LLC

14

KEITH GRIMM

Its: President

.

NE REMING Melode MELODY REA

Pepi Lot 3

STATE OF SOUTH DAKOTA 185.

COUNTY OF PENNINGTON

On this the 1246 , 2017, before me, the undersigned Netary IKA day of Public, personally appeared Keith Grimm who acknowledged bimself to be the President of Wild Bill's Campground & Resort, LLC, a limited liability company, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes berein contained, by signing the name of the perperation by bimself as President,

M. KING WHEREOF, I have beceunto set my hand and official seal. Notary Public 2022 spires: commission BOUTHDAY CURUS-STATE OF SOUTH DAKOTA 3 185.

)

COUNTY OF PENNINGTON

On this 12 Cay of , 2017, before me, the undersigned efficer, personally mus appeared DUANE REMINGTON, known to use or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes

therein possisingd. M. K/2 Yarman possis wHEREOF, I have hereinto set my hand and official seal á SEAL Notary/Public 1-4-202 mission expires: UILU. OF SOUTH ON STATE OF SOUTH DAKOTA Sec.

3

COUNTY OF PENNINGTON

On this Asy of Mour, 2017, before me, the undersigned officer, personally appeared MELODY REMINOTON, known to me or satisfactorily proven to be the person whose name is spectralized as the within instrument and acknowledged that he executed the same for the purposes introfit spectrum as

SSWHEREOF, I have herenato set my hand and official seal, h H. Notery Fublic **UBLV** opires: comstistical Mŷ (SEAL) KG Page Pat 1

. STATE OF SOUTH DAKOTA IN CIRCUIT COURT 1 SEVENTS JUDICIAL CIRCUIT COUNTY OF PENNINGTON 3 51CIV18-000118 DUANE REMINGTON and MELCOY REMINGTON, Deposition of: Plaintiffs, DUANE REMINGTON vs. WILD BILL'S CAMPGROUND AND RESORT, LLC; KEITH GRIMM/ and BRYAN IVERSON, Defendants. Jeanne Speck Quinn BEFORE: Court Reporter and Notary Public Rapid City, South Dakota August 20, 2018 at 3:30 p.m. DATE: Bangs, McCullen, Butler, PLACE: Foye & Simmons, LLP 333 West Houlevard, Suite 400 Rapid City, South Dakota APPEARANCES : MR. MICHAEL S. BEARDSLEY Representing the Plaintiffs: Beardsley, Jensen & Lee 4200 Beach Drive, #3 Rapid City, South Dakota MR. GREGORY J. ERLANDSON Representing the Defendant: Bangs, McCullen, Butler, (Bryan Iverson) Fove & Simmons, LLP 333 West Boulevard Suite 400 Rapid City, South Dakota MR. JOHN K. NOONEY Representing the Defendant: Nooney & Solay (Wild Bill's & Keith Grimm) 326 Founders Park Drive Rapid City, South Dakota

APPEARANCES CONTINUED:

Also Present:

Ms. Melody Remington Plaintiff

Mr. Bryan Iverson Defendant

INDEX

1.0

WITNESS:

DUANE REMINGTON

Examination by MR. ERLANDSON

EXHIBITS:

MARKED ON PAGE

PAGE

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** No exhibits were marked during the deposition.

. . .

13.20 14	2	3		0	5
1		DUANE REMINGTON,	1	0	Approximately what year was that? 30 years ago, two thousand what's 30 years ago?
2		led as a witness, being first duly sworn, testified as	3	~	MR. NODNEY: 1987?
3	182	laws;	1		Somewhere around there.
1	ex.	AMINATION BY MR. ERLANDSON:	5	6	Dkay. What did you do after that?
5	a	All right. State your name, please.	6	A	
6	A	Duane A. Remington.	7	~	Electric.
7	a	Have you ever had your deptsition taken before, sir?	8	Q	
8		Yes. One time.	9	A	I was a ground man up to a foremon.
9	0	And is what kind of case?	10	a	Hew long did you do thet?
10	٩	What was it for? Haybe I didn't. I think it was	11	1.00	To present. Not with Brink's. With Brink's probably
11		Hr. Nooney.	12	2	13 years.
12		THE WITNESS: (To Mr. Nooney:) Did I give a	13	0	Where did you go after Brink?
13	023	deposition, Mr. Nooney? I don't know.	14	Ă	I went to a company called Besler Incorporated here in
14	A	I den't helieve so.	15	^	tewn.
15	120	MR. NOONEY: I have no recollection.	16	0	How do you spell that?
16	A	Oh.	17	A	B-E-S-L-E-R, Incorporated. 1 was a foreman for them
17	0		18	^	until '94, I believe; 1954.
18		the deposition of my client, Bryan Iverson, here this	19	0	Until 1994?
19		morning. The instructions that Nr. Beardaley gave apply	20	-	Yeah. Or, no, I can't remember the dates, but I was
20		equally to your deposition. The number one rule we want	21	^	there for, I think, about 13 years.
21		to make sure we follow is that if you don't understand	22		Oksy, Where did you go after that?
22		my question, ask me and I'll repeat it for you; okay, or	23		A company called Energy Erectors out of Leesburg,
23		restate it in a different way.	24	^	Florida.
24	A	Yep.	25		Energy Erectors?
25	Q	I'm not going to try to confuse you or trick you or 4		-	C C
1		anything.	1	A	Ub-heh.
2	A	That's fine.	2	۵	Okay.
3	0	It's just really important that we get a fair and	3	A	And I worked with them up to four years ago, and then
4		accurate transcription of what occurs here, skay?	4		worked for Dashiell Corporation, which is an engineering
5	A	Okay.	5		firm out of Howston, Texas,
6	Q	All right. So where are you from?	6	Q	How do you spell that name?
7	A	South Dakota.	7	A	D-A-S-H-I-E-L-L, Corporation.
8	0	And tell me a little bit about your background, your	8	a	What do you do for them?
9		educational background.	9	A	I'm a manager for site manager.
10	A	High school, some college.	10	Q	What does that entail?
11	0	Where did you go to college?	11	A	Building power stations and power transmission line an
12		National College of Business here in town.	12		then service capacitor banks, HVDC yards. So
13		When was that?	13	Q	Cikey. So fair to say that since you went to National
14	17.5	I was 32. I'm 62 now. 30 years ago.	14		Business College for that one year there, you've been in
15		Did you get a degree?	15		the electrical
16		No.	16	A	Yes, sir.
17	0	What were you studying?	17	Q	industry?
18		Rusiness law.	18	A	Yes.
19	0	How long did you go there?	19	Q	In some capacity or another?
20	A	Year.	20	A	Yes.
21	0	And so you're looking for a business law degree?	21	Q	And looks like you had about four or at least four or
22		They thought I was going to. No, I wasn't. I was	22		five jobs
23	99	looking for an engineering degree.	23	A	Uh-huh.
24	0	So why did you leave school or college?	24	Q	up until new?
10 M 1	0.774	I was paying for myself and I ran out of money.	25		Yes.

		7			
1	Q	Yes?	1	- 52	I don't really what do you want to know?
2		Just kept progressing up.	Z	a	hat kind of traveling all over for work and you'd
3	۵	Okay. What did you do to prepere for your deposition?	3		stay
4		And I don't want to know about any ronversations you	4	A	
5		might have had with your attorney, skay?	5		motel. But 1 ewned as RV. Stayed at RV parks.
6	A	Didn't do much to prepare for them. Just show up, tell	6	Q	
7		the truth.	7		would be familiar with RV parks, in general?
8	Q	All right. Did you review any documents?	8	A	Well, not familiar with yeah, to some degree, I
9	A	No. I reviewed them prior to, 1 mean, not	9		mean, I know what they are, but
10	Q	Right.	10	Q	Sure.
11	A	You knew, months ago.	11	A	- I've never ran one or yeah.
12	0	Tell me about your experience purchasing way kind of a	12	Q	Tell me about Wild Bill's. How did you first become
13	0.22	business or business entity.	13		aware that it was on the market?
14	A	An	14	A	Again, I wanted to retire. I wanted to find something
15	100	to do on the side. So I've lived in a lot of RV parks,	15		to do, so we want driving around and we were going to
16		so I thought it would be fun to own nes.	16		buy another one. That deal fell through, so we write
7	0	Okay. Prior to this particular transaction, which I'm	17		ditring prough the black Hills and we stopped in to
18	۳.	going to call Wild Bill's Campground or Wild Bill's,	38		wild bills, and Keth just happened to be there. 501
19		okay? Had you ever been involved in any commercial real	199		visited with Xalth.
20		estate transaction?	20		My wife and I walked in, asked him if he was still
224			21		wanting to sell because we knew it was on the Internet
21	A	No. Have you ever made an offer before that on any	22		for sale, and he said, yeah. And I asked him if he
22	Q.		23		wanted to lease it. He said, no. I didn't want to
23		commercial property or business entity?	24		lease it either, but as I asked him what kind of
24	^	No. Residential, yes.	25		money he made. He told me he made good money, and s
25	0	Okay. And have you ever purchased a home before?	100		10
1		Several of them. Hany of them.	1		that kind of started us looking. So
2		Okay. How many homes have you purchased, do you	2	0	Do you recall when that might have been?
50		believe?	3		That was prior to our buy date. About a month before,
3		Probably siz, seven.	4	m	I'd imagine.
1	1791	All in South Dekota7	5	0	Looking at your Furchase Agreement, that was April 27,
5			6	-	2017?
6	123.1	Yes, sir. All in Rapid City.	7		Probably in March, I would say. Might have even been is
7	100	Diá you use realitors?	14	~	April, First part maybe.
8	1203	Yes.	5	~	When did you first meet Bryan Ivenion?
9	٥	Who would be some of the maltors you've used?	1.5	0.00	when we had our first months when Keith, Keith told m
10	A	The only one I've used was Bryan's office. I can't	10	A	that they were - they were going to use Bryan.
11		remember now. Get back to me on that one. I'll think	11		the second se
12		af it.	12	a	And would that he the day you signed the Flipheir
13		Okay. If you remember, let your attorney know.	113	1	Aprentent?
14	A	Remember, I'm \$2 years old, so I can't remember what I	14	-20	I believe so.
15		did yesterday.	15	0	Okay.
16	q	All right. Do you retail what years you would have	16	A	I can't remember, because I never I never stored
17		purchased or sold any of those homes?	17		that. I didn't think I've ever be sitting here, so I
18	A	No. I don't remember. Started back in '75, probably,	18		don't remember.
19		'75, '76.	19	0	But you remember signing the Purchase Agreement
20	a	You said you've lived in a lot of RV parks in the past.	20	A	Oh, absolutely. Yeah.
21	A	Traveled the United States.	21	Q	Let me finish my question, sir. You remember signing
22	9	And is that a holiby or part of your job?	22		the Purchase Agreement on a particular day, right?
23	A	That's part of my job.	23	A	Yes. But I don't remember what day, because I do
24	0	And so tell me about some of those parks that you've	24		remember signing it, yes. But ++
100		lived in and your experiences.	25	1	And you don't recall meeting Mr. Iverson before that day

24

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-	-		r -		
		11 you signed the Purchase Agreement, correct?	1	0	13 Tell me the prior deal that you had made on a compground
		Yes, I do. Yes, I do. When I met I did meet with	2	-	that full through.
2	•	Bryan and but I can't rumember what we discussed.	3	A	We were going to lease a campground from a little lady
3		같은 정말 가장은 것 같아요. 가 있는 것 같아요. 이렇게 한 것 같아요. 이렇게 생각하는 것 같아. 아파가 이 것 같아.	4	2	that owned Custer Critizy Herse Compground, and she will
4	а Ц	Okay. I believe Mr. Iverson's testimony was the first	5		going to lease it to us, but she made a mistake and
5		time he ever met you was the day you signed the Purchase	6		signed a surchase agreement with some other people ar
6	3	Agreement.	7		they held her feet to the fire and made her sell it to
7	•	And that could be, too. Not sign the paperwork, but	1		them.
8		just signed the Purchase Agreement. Okay, no. Yeah,		1	Okav.
9		you're right. Yeah, probably was the first time I met	9	0	Who they now own and we're friends with. So
0		him.	10	A	
1	Q	Okay. So you were driving around sometime in March or	11	0	When was that dould prove a story when a story
2		maybe earlier Apill of 2017 and you met with	12	A	Just prior to Wild Bill's, starting Wild Bill's.
3		Keith Grimm; correct?	13	Q	Sometime in March maybe?
4	A	Yes.	14	A	March probably, yes, air.
5	۵	And tell me a little bit more datail about what you	15	٩	Did you have a real estate agent?
6		taked about and the information you obtained from bim.	16	A	No. I was dealing with her directly.
7	A	My wife and I walked in and we got visiting with him.	17	0	What was her name?
8		Got around to he wanted to sell the property and we	18	A	Kim Chi. She was from Dallas, Texas, and she owned
9		asked him how much he made per year. He said It was	19		Custer Crazy Horse Campground.
0		235,000, and he made that in three and a half months.	20	0	
1	0	Okay.	21	A	
2	A	So that kind of prompted us to maybe we better pursue	22		put her feet to it. We never had anything. We weren't
3		this. So I think later on we called and made Keith an	23		going to purchase. We were going to lease it.
4		offer on or asked him if he would be willing to self	24	0	Okay. Did you have any paperwork
5		It to us with money down on a contract for deed. I	25	A	No.
		12			54
1		think we came up with the number of 300,080, and so we	1	0	back and forth about any of the terms?
2		had to call him back and say I can't - I can't get the	2	*	No. We started getting the term papers going so she ha
3		300,000. It's 200,000 and we'd like to buy it.	3		to sell it and everything was destroyed, but
4		And we asked him if he would take any money off of	4	Q	
5		the price, as to why we paid full price. He wouldn't do	6		went through the first time in Narch with Keith Grimm
6		it because 1 didn't have the 300,000 and he would carry	6		when you showed up there, and you'd seen the property on
7		us for the full price.	7		the Internet; a that right?
8	Q	Do you recall when that phone call was?	8	A	Yes. We knew it was for sale. Let's just put it that
9	A	Do you recall when that phone call was? Oh, it was several days after we met. I can't remember	8 9	•	way,
9	A		135		way. Okay. And you drave up there, looked around, talked to
9	A	Oh, it was several days after we met. I can't remember	9		way,
9 0 1	A	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of	9 10	٥	way. Okay. And you drave up there, looked around, talked to
9 0 1 2	A	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April.	9 10 11	٥	way. Okay. And you drave up there, looked around, talked to Kenth. He'd given you some information. You had called and did some negotiations back and forth, at least once?
9 0 1 2 3	A	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time	9 10 11 12	٥	way. Okay. And you draws up there, looked around, talked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes,
9 0 1 2 3 4	A	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time you went and signed the Purchase Agreement?	9 10 11 12 13	0 •	way. Okay: And you draws up there, looked around, talked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of ==
9 0 1 2 3 4 5	A	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time yor went and signed the Purchase Agreement? I think we stopped up there another time another	9 10 11 12 13 14	0 •	way. Okay. And you draws up there, looked around, talked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of ==
9 0 1 2 3 4 5 6	A	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time yor went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property.	9 10 11 12 13 14 15	0 •	way. Okay. And you drove up there, looked around, taked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of = Just other the money down and if he was willing to do a contract for doed, and because I didn't have the
9 0 1 2 3 4 5 6 7	•	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time you went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property.	9 10 11 12 13 14 15 16	0 •	way. Okay. And you drove up there, looked around, taked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of = Just other the money down and if he was willing to do a contract for doed, and because I didn't have the
9012345678	A 0	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time you went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property. How many times did you walk through the property prior to signing the Purchase Agreement?	9 10 11 12 13 14 15 16 17	0 •	way. Okay. And you draws up there, looked around, taked to Keth. He'd given you some information. You had called and did some nepotiations back and forth, at least once? With Keith, yes. And those were over the terms, correct, of Just other the money down and if he was willing to do a contract for doad, and becouse I didn't have the money to buy one, so contract for deed was the way to a for us.
90123456789	A 0	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other convenations with him prior to the time you went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property. How many times did you walk through the property prior to signing the Purchase Agreement? Probably three. Two, three. It wasn't ours yet so we	9 10 11 12 13 14 15 16 17 18	• • •	way. Okay. And you drove up there, looked around, taked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of Just other the money down and if he was willing to do a contract for dead, and because I didn't have the money to buy one, so contract for deed was the way to a for us. All right.
901234567890	A 0	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time you went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property. How many times did you walk through the property prior to signing the Purchase Agreement? Probably three. Two, three. It wasn't ours yet so we couldn't really get into anything and anoop around, but	9 10 11 12 13 14 15 16 17 18 19	• • •	way. Okay. And you drove up there, looked around, taked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of Just other the money down and if he was willing to do a contract for dead, and because I didn't have the money to buy one, so contract for deed was the way to a for us. All right.
9012345678901	A 0	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time you went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property. How many times did you walk through the property prior to signing the Purchase Agreement? Probably three. Two, three. It wasn't ours yet so we couldn't really get into anything and anoop around, but we did walk the property imagining what we'd do with the	9 10 11 12 13 14 15 16 17 18 19 20	0 A 0 A 0 A	way. Okay. And you drove up there, looked around, taked to Keth. He'd given you some information. You had called and did some nepotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of Just other the money down and if he was willing to do a contract for doed, and because I didn't have the money to buy one, so contract for deed was the way to o for us. All right. So I think when he told us what kind of money he made, that kind of had a lot of influence on us.
90123456789012	A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time you went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property. How many times did you walk through the property prior to signing the Purchase Agreement? Probably three. Two, three. It wasn't ours yet so we couldn't really get into anything and anoop around, but we did walk the property imagining what we'd do with the place.	9 10 11 12 13 14 15 16 17 18 19 20 21	0 A 0 A 0 A	way. Okay. And you drove up there, looked around, taked to Keth. He'd given you some information. You had called and did some negotiations back and forth, at least once? With Keith, yes, And those were over the terms, correct, of = Just other the money down and if he was willing to do a contract for doed, and because I didn't have the money to buy one, so contract for deed was the way to g for us. All right. So I think when he told us what kind of money he made, that kind of had a lot of influence on us.
8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4	A 0	Oh, it was several days after we met. I can't remember that day, but it was in right around the first of April. Have any other conversations with him prior to the time you went and signed the Purchase Agreement? I think we stopped up there another time another couple times and just kind of walked through the property. How many times did you walk through the property prior to signing the Purchase Agreement? Probably three. Two, three. It wasn't ours yet so we couldn't really get into anything and anoop around, but we did walk the property imagining what we'd do with the	9 10 11 12 13 14 15 16 17 18 19 20 21 22	0 A 0 A 0 A	 way. Okay. And you drave up there, looked around, taked to Keth. He'd given you some information. You had called and did some nepotiations back and farth, at least once? With Keith, yes. And those were over the terms, correct, of Just other the money down and if he was willing to do a contract for dead, and because I didn't have the money to buy one, so contract for dead was the way to g for us. All right. So I think when he told us what kind of money he made, that kind of had a lot of influence on us. All right. So what did you do prior to the time you

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_	-		1	-	17
4		15 Bryan Iverson to have him the bir pade work?	1		MR, BEARDSLEY: You've got to let him finish and
2	A	To some degree, yes. There was some other monies that	2		men-
3		was talked about at the closing that we - was never	3		THE WITNESS: On, I'm sorry. Sarry. Serry.
		discussed.	4		MR. BEARDSLEY: Slow down. Just
5	Q	Okey. And just tell me about that. It's my	5	0	(By Mr. Edandson:) You didn't have any inspections
6		understanding you had a literil at breat wysmore thirdght	6		done before April 27, 2017; correct?
7		you find a deal, and then you went and had Hr. Avenues	17		No.
		help you out with the paperwork to set intollard?	8	0	And you went to Mr. Iverson's office that morning with
	18	Basically, it was just money down. It was \$17,000 that	9	12	the understanding that you were going to sign a purchase
10		they wanted me to put down towards the purchase that I	10		agreement; is that correct?
11		had never that I hadn't thought of or know of or	11		Yes.
12		anything until I got there.	12	0	Dkay. And when you get there, tell me about what
13		Apparently there was reservations and we were	13		happened. How did everything transpire?
073		we put it as down. We didn't have any choice on that.	14		Well, I think we just had some idle chat. Keith was
14		성장 집 것이 가지 않는 것이 같아 안 것이 것이 것이 집에 있다. 것이 집에 있다.	15		setting beside me, and before we signed before we
15	2	Se	16		signed I asked Keith, I said, Keith is this double? And
16	Q	Right, Okay,	17		Keith looked at me and he goes, yeah, I did it.
17		So you were over to Mr. Iverson's real estate	18		Well, yeah, he did it. His payments weren't as
18		effice, is that correct, on Agril 27th?	19		high as mine, and so, yes, he made it happen, but he wa
19	•	Yeah, when - yes.	20		under different circumstances. So when I asked him if
20	Q	And was that is the morning? Do you recall about what	21		the place was worth it, and he said, absolutely. So -
21		time?	22	۵	Okay.
22	A	I would say in the morning. I don't remember, but it	23	A	And then we signed papers, 1 remember.
23		was in the morning, sure.	24	0	Before you signed the papers, did Mr. Ivertion make why
24	Q	I think the documents indicate that you signed at	25	~	representations to you ebout the property?
25		10 a.m. the motning of April 27th. Does that sound	40	-	18
		18	1	٨	Yes. When we first mot, my wife was with mo. We wan
1		familiar?	2	2	in Bryan's office and I asked him - we sold, Keith
2	•	Yes.	3		makes \$235,000 a year; is that right? Bryan said, no,
3	0	And who was all there at that maching?	4		it's more like 240 to 245 a year. So, hey, that sounds
1	^	Bryan and Keith and I.	5		a lot better.
5	୍ୟ	Prior to the time you got there, had you done eny	1.0	2	Sure, When was that meeting?
6		inspections of the property yourself?	6	0	
7	۸	We looked at it.	17	2	That was made prior to closing.
8	9	Dkay,		a	Okay, And I'm asking you about prior to the time you
9	A	Most of the inspections that you see 3 need to inspect			signed the April 27th, 2017 Purchase Agreement did
10		it, I never knew about until after I purchased it. Then	10		Mr. Iverson make any representations to you about the
11		I started getting letters from the State and I started	11	1	property?
12		getting fire marshal visits, which you would never know	12	•	I don't understand your question. About the property of
13		if you bought the property until after the fact.	13	-	the price or what?
14		Because I didn't know the property was built on - off	1.32	0	물건을 하는 것 같아요. 이 것 같아요. 이 같은 것 같아요. 집에 집에 있는 것 같아요. 같이 나는 것 같이 나는 것 같아요. 같이 나는 한 것 같아요. 같이 나는 것 않는 것 같아요. 같이 나는 것 같아요. 같이 않는 않는 것 같아요. 같이 않는 것 않는 것 않는 것 않는 않는 것 않는 것 않는 않는 것 않는 것 않는 않는 것 않는
15		the right-of-way until I get a letter from the State.	15	-	The price. I just said the price, yes.
		I didn't know that things needed to be in	16	Q	So you seld it was after. You said that meeting was in
			17		May
17		compliance because I've never owned a campground before			That was before we
17		until the fire marshal stopped up and said I'm going to	18	199	
17 18		until the fire marshel stopped up and said I'm going to do or he's going to shut me down. He's been fighting	19	۵	Let me finish my question, skey?
17 18 19		until the fire marshal stopped up and said I'm going to	19 20	0 A	I'm sorry. Sorry.
17 18 19 20		until the fire marshel stopped up and said I'm going to do or he's going to shut me down. He's been fighting	19 20 21	Q A Q	I'm sorry. Sorry. You've got to let me finish my
16 17 18 19 20 21 22		until the fire marshal stopped up and said I'm going bo do or he's going to shut me down. He's been fighting with Keith the last couple years to do it, and I'm the	19 20 21 22	0 A Q A	I'm sorry. Sorry. You've got to let me finish my I will.
17 18 19 20 21	Q	until the fire marshel stopped up and sold I'm going to do or he's going to shut me down. He's been fighting with Keith the last couple years to do it, and I'm the new owner and, by goily, I'm going to do it or he's	19 20 21 22 23	0 A Q A Q	I'm sorry. Sorry. You've got to let me finish my I will. ouestion
17 18 19 20 21 22	Q .	until the fire marshel stopped up and said I'm going to do or he's going to shut me down. He's been fighting with Kuith the last couple years to do it, and I'm the new owner and, by goliy, I'm going to do it or he's going to shut me down.	19 20 21 22		I'm sorry. Sorry. You've got to let me finish my I will.

-	-	18	—	-	21
1		and maybe tomorrow; oksy?	1	a	Did your wife sign it?
z	A	Okay.	2	A	Yes.
3	a	I thought you said that the conversation you had with	3	۵	At that time?
4		Mr. Iverson was with your wife, as well	4	A	Yes.
5	A	Yes.	5	Q	Do you know if she was there? There was some indication
6	a	In his office.	6		she might have not been present when you first met with
7	A	Yes.	7		Mr. Iverson and Grimm at your office and that she might
8	•	And that way, though, in May; correct?	8		have signed it a few days later.
		I don't remember.	9	A	It was leter.
0	0	Your wife	10	a	Okay.
11		It was prior it was prior to purchasing, because the	11	A	I'm just looking at the date here. I'm sorry.
2		money was the very important thing for us. So Keith	12	Q	All right. Did you read this document?
3		told us 235. Bryan says 240 to 245. So we take their	13	A	Yes.
4		word for it. I have an expert sitting there that I	14	Q	And you understood by signing this that Mr. Iverson was
5		don't know anything about, and I have an expert that's	15		a limited agent?
6		representing me telling me what this thing made, so	16	A	Whatever that means, yes. He explained that to me, the
17		that's what I have to go by.	17		he was a limited agent representing both myself and
18	•	But your first contact with Mr. Iverson was April 27th,	18		Keith Grimm.
19		2017; correct?	19	Q	Okay. And it actually says here towards the bottom of
20		I can't remember. I honestly can't remember.	20		the first numeraled paragraph here it says, Furchaser
21	0	2017년 1월 1917년 2월 1917년 191 1917년 1월 1917년 1 1917년 1월 1917년 1	21		and seller acknowledge that broker is the limited agent
22	~	You were at his office and you said that	22		of both parties to this transaction as outlined in
23		Keith Grimm was there, as well; correct?	23		Section 3 of the Agency Agreement Addendum. Do you see
24		When we when we first met Bryan, he wasn't with us.	24		that?
	^	It was just Helody and I. During the close there Kaith	25	A	Yes.
25	_	It was just needy and 1. During the case of a	1		22
		came up for the signing, so there was the three of us,	1		(Mrs. Reminaton left the deposition room at this
1		and then later on Melody came up for the signing and	2		time.)
2		that's kind of where but I don't remember I mean,	3	0	
3		If I knew we were going to go through this, I would have	4	17	which is Exhibit 2; do you see that there?
4		kept dates and everything else, but I didn't.	6	A	Yes.
5	~	That's my next question. You didn't have a calendar or	6	0	And there's a Section 3 there, correct?
6	u	같이 말하는 것 같은 것 같아요. 말한 것은 것은 것은 것은 것은 것은 것을 가지 않는 것을 수 있는 것을 수 있는 것을 수 있다. 것을 가지 않는 것을 것을 수 있다. 않는 것을 가지 않는 것을 가지 않는 것을 가지 않는 것을 것을 것을 것을 수 있다. 이렇게 있는 것을 것을 것을 것을 것을 것을 것을 수 있다. 않는 것을	7		Yes.
7		notebook or anything?	8	0	And you agreed that he would be your limited agent as
8	^	No, sir.	9	-	outlined in Section 3 of Exhibit 2, correct?
9	•	Okay. It might be easier for me to just start going	10		Yes.
10	-20	through the documents, and I'll try my best	11	6	While idea was a to follide the four herrs under
11	135	Sure.	12	1	Inspections? Do you see that? Under Exhibit 1.
12	Q	to kind of go in chrohological order.	13		It wasn't mine. 'I don't know. Bryan's?
13		MR. ERLANDSON: Off the record for a second.	14	0	a construction of the stand and a stand in the stand of the standard state of the standard state of the
4		(An off-the-record discussion was held at this	15	~	your idea, someone provided some contingencies for you
15	120	time.)	16		ise that you could conduct why kind of inspections that
16	a	Okay. Take e look at Exhibit 1. It says, Real Estate	37		you might were to conduct; its that fair?
17	120	Purchase Agreement, Commercial/Apricultural: correct?	38		
18	•	Yes.	19	0	
19	a	And are your initials at the bottom?	20	1	inspections of whatever kind you wanted to conduct for
20	•	Yes.	20		30 days, correct?
21	0	Did you sign the rext page?	22	A	
22	A	Yes.	100		Yes. And if any of these inspections, no matter what they
23	Q	Do you believe you signed it on April 27th, 2017 at	23		were, bed bugs, wood ticks, anything, weren't
24		10 a.m.?	24		satisfactory to you, you could get out of this deal and
		Yes.			

APP. 082

		23	T	-	25
1		renegotlate or terminate the contract; corroct?	1	Q	All right. And the terms that are contained in this
2	A	Yes.	2		addenda here, 1 through 10, old you have any questions
3	Q	Exhibit 1 incorporates or references Addenda #1; do you	3		or concerns about any of those terms?
4		sne that?	4	A	No.
5	A	Where are you at here?	5	Q	And did you ask any questions on April 27th, 2017 about
6	Q	If you look at Page 2 of Exhibit 2.	6		any of those terms to Mr. Iverson?
7	A	Oh, yes. Yes.	7	A	No. I don't believe I had any questions of the time.
8	0	And Addenda #1 is Exhibit 5; do you see that?	8	Q	All right. What was your time frame for closing?
9		Duarw, if you turn to Exhibit 5.	9	A	Beginning of senson because we had we had big
10		This here?	10		payments to make so we wanted to close ASAP to get th
11	0	Yesh, keep going. There you go.	13		ball reling on the campground.
12	A	Okay.	12	Q	And you closed on which day?
13	Q	That's the addenda that's incorporated and part of	13	A	Well, 27th whatever date we closed on. I can't
14		Exhibit 1, correct?	14		remember. I don't know. What's it say here?
15	A	Yes.	15	Q	The information that we have indicates that you closed
16	0	And was that actually typed up by the time you got to	16		on May 12th, 2017
17	072	the meeting on April 27th?	17	A	Oh, May 12th, 2017 we signed
18	A	Ves.	18	Q	Is that right?
19	0	And did you go over that with Bryan?	19	A	May 12th.
20		Yes.	20	Q	Okay. So you signed the Purchase Agreement April 27th?
21	0	and Bryan whit eyes it with you and distussed that the	21	A	Closed on the 12th.
22	0.75	comparisoned was even to be apid as as with no warranty?	22	Q	Closed on May 12th, right?
23	A	Yes	23	A	Yep.
24	0	And what did that mean to you?	24	Q	Which is about two weeks?
25	A	It meant that if I go up there and look at it and there	25	A	Uli-huh.
-		24	1		20
1		wasn't anything wrong with it and I inspect it, I'm	1	Q	"Yes"?
2		happy with it, I'm good. Then you don't need an	2	A	Yes.
3		inspection.	3	Q	That's about a two-week time period?
4		But I need to explain that these things came later	4	A	Yes. Somewhere in there, yes.
5		on. Later on in the purchase it wasn't I walked in	5	Q	And you made a full-price offer for \$899,000; correct?
6		there and go, oh, the grates need to be redone. Those	6	A	We were basically told we had to pay full price because
7		were told to me at a later date-	7		
8			1.0		I couldn't come up with \$300,000 down. So Keith said i
		I didn't know the basement flooded until I had a	8		그 같이 같은 것이 잘 못 한 것이 있는 것이 잘 많아요. 정말에 잘 잘 알려야 한다. 것이 같은 것이 가지 않게 같이 것이 같이 같이 같이 같이 같이 같이 같이 같이 같이 많이 있다. 것이 같이 많이
9		I didn't know the basement flooded until I had a meeting with Brandon Presiey. That was later past the	- 30		I couldn't come up with \$300,000 down. So Keith said i would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer.
		meeting with Brandon Presiey. That was later past the	8		would take \$200,000 if we paid full price. So we had no
10	0	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed.	8	٥	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer.
10	Q	meeting with Brandon Presiey. That was later past the 36 days. I was already screwed. And I don't want to go forward. I'm talking about on	8 9 10	Q A	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So
10	Q	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed.	8 9 10 11	A	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So Well, you cartainly you could have, correct?
10 11 12 13	8330) 1925	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed. And I don't want to go forward. I'm talking about on April 27, 2017. I'm just	8 9 10 11 12	AQ	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So Well, you cartainly you could have, correct? No. He told me he wouldn't do it.
10 11 12 13	A	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed. And I don't want to go forward. I'm talking about on April 27, 2017. I'm just No.	8 9 10 11 12 13	AQ	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So Well, you cartainly you could have, correct? No. He told me he wouldn't do it. All right.
10 11 12 13 14	AQ	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed. And I don't went to go forward. I'm talking about on April 27, 2017. I'm just No. We'E get to that point. No inspection, right. Okay.	8 9 10 11 12 13 14	A Q A	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean,
10 11 12 13 14 15	A Q A	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed. And I don't want to go furward. I'm talking about on April 27, 2017. I'm just No. We'll get to that point. No inspection, right. Okay. All right. But you understood it was being sold as it	8 9 10 11 12 13 14 15	A Q A	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean, you can always ask, but
10 11 12 13 14 15 16	AQAQ	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed. And I don't went to go forward. I'm talking about on April 27, 2017. I'm just No. We'E get to that point. No inspection, right. Okay.	8 9 10 11 12 13 14 15 16	A Q A	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean, you can always ask, but Correct. And you didn't hire Mr. Iverson to resultate
10 11 12 13 14 15 15 15	A Q A Q A	meeting with Brandon Presiey. That was later past the 36 days. I was already screwed. And I don't want to go furnerd. I'm talking about on April 27, 2017. I'm just No. We'E get to that point. No inspection, right. Okay. All right. But you understood it was being sold as it when you signed this document? Yes.	8 9 10 11 12 13 14 15 16 17	A Q A Q &	would take \$200,000 if we paid full price. So we had me negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean, you can always ask, but Correct. And you didn't hire Mr. Iverson to resultate for you!correct?
10 11 12 13 14 15 15 15 17 18	A Q A Q A	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed. And I don't want to go forward. The talking about on April 27, 2017. The just No. We'E get to that point. No inspection, right. Okay. All right. But you understood it was being sold as its when you signed this document? Yes. And when you spoke with Mr. Grimm earlier, I believe it	8 9 10 11 12 13 14 15 16 17 18	A Q A Q &	would take \$200,000 if we paid full price. So we had me negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean, you can always ask, but Correct. And you didn't hive Mr. Iverson to regative for you, correct? No, T aldn't, because Keith said he wouldn't budge.
10 11 12 13 14 15 16 17 18 19 20	A Q A Q A	meeting with Brandon Presiey. That was later past the 36 days. I was already screwed. And I don't went to go forward. I'm talking about on April 27, 2017. I'm just No. We'E get to that point. No inspection, right. Okay. All right. But you understood it was being sold as it when you signed this document? Yes. And when you spoke with Mr. Grimm earlier, I believe it was in March, did he indicate to you that he was going	8 9 10 11 12 13 14 15 16 17 18 19	0 2 0 A 0 A	would take \$200,000 if we paid full price. So we had as negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean, you can always ask, but Correct. And you didn't hire Mr. Evenson to negotiate for you, correct? No, I aldn't, because Kelth sold he wouldn't bidge. All right. And you count hire Mr. Seeson to go look tor other campions of opportunities, shill you?
10 11 12 13 14 15 15 15 17 18 19 20	A Q A Q A	meeting with Brandon Presiey. That was later past the 36 days. I was already screwed. And I don't want to go forward. I'm talking about on April 27, 2017. I'm just No. We'E get to that point. No inspection, right. Okay. All right. But you understood it was being sold as its when you signed this document? Yes. And when you spoke with Mr. Grimm earlier, I believe it was in March, dut he indicate to you that he was going to be seding the property its it or	8 9 10 11 12 13 14 15 16 17 18 19 20	0 2 0 A 0 A	would take \$200,000 if we paid full price. So we had as negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean, you can always ask, but Correct. And you didn't hire Mr. Evenan to negotiate for you, correct? No, I aldn't, because Kelth sold he wouldn't bidge. All right. And you count hire Mr. Evenan to ge look tor other campions of opportunities, doi you?
10 11 12 13 14 15 15 17 18 19 20 21 22	A Q A Q A	meeting with Brandon Presiey. That was later past the 30 days. I was already screwed. And I don't want to go forward. The talking about on April 27, 2017. The just No. We'E get to that point. No inspection, right. Okay. All right. But you understood it was being sold as its when you signed this document? Yes. And when you spoke with Mr. Grimm earlier, I believe it was in March, dut he indicate to you that he was going to be setting the property its it or He never mentioned that to me. I got as its through	8 9 10 11 12 13 14 15 16 15 16 19 20 21	A Q A Q A	would take \$200,000 if we paid full price. So we had as negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means no in my book. I mean, you can always ask, but Correct. And you didn't five ?M. Overson to positive for you, correct? No, I didn't, because Keith sold he wouldn't budge. All right. And you oldn't bite ?M. Overson to go look tor other camptoound opportunities, shill you? No, because we did our helmework and this was the orde
9 10 11 12 13 14 15 16 17 18 19 21 22 3 24	A Q A Q A Q A	meeting with Brandon Presiey. That was later past the 36 days. I was already screwed. And I don't want to go forward. I'm talking about on April 27, 2017. I'm just No. We'E get to that point. No inspection, right. Okay. All right. But you understood it was being sold as its when you signed this document? Yes. And when you spoke with Mr. Grimm earlier, I believe it was in March, dut he indicate to you that he was going to be seding the property its it or	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Q A Q A	would take \$200,000 if we paid full price. So we had no negotiating power. I couldn't even make an offer. So Well, you certainly you could have, correct? No. He told me he wouldn't do it. All right. So if he told me no, guy means ne in my book. I mean, you can always ask, but Correct. And you didn't hire Mr. Sverson to reportete for you, correct? No, I aldn't, because Keith said he wouldn't budge. All right. And you count hire Mr. Sverson to go look for other campions of opportunities, dot you? No, because we did our hemework and this was the ordy one that we were interested in.

-		27	-	-	29
1		21 was worth it. He said, yes. That's when we sat down,	1	Q	And so you told him, though, that Bryan had made
2		and I know Bryan don't remember, apparently, because we	z		representations
3		set down and did a cap no, we did a cap rate later	3	A	I did.
4		on, when we did the cap rate. But the only thing I	4	Q	regresentations
5		remember asking Bryan is if the place was worth it, and	5	A	Yes.
6		he said he made 246, \$245,000 a year, Keith did, and we	6		MR. BEARDSLEY: Gat to let him finish.
7		would be fine.	7	A	I'm sorry.
8		So as pomebody who's representing me, or	8	۵	about the profitebility of the business, right?
		supposedly representing me, I take that word as gospel.	9	A	Yes.
10	0	Can you give me a better idea of when this conversation	10	Q	And making \$240,000 in 3.5 months sounds like a pretty
11	10	occurred?	11		good deal to me.
12		1 can't remember when it was. To be honest, I just	12	A	Sounds like a really good deal to me.
13	1	don't remember.	13	a	Why did Keith turn It down?
14	0	Do you know if it was before or after closing?	14	A	Apparently he had it for 13 years and was tired of it,
15		When he told me it made 245, it was before we did	15		is what he told me.
15	~	anything. The cap rate came, I believe, after we closed	16	Q	Keith had whet?
17		when I was questioning the financials.	17	A	Campground for oh, Keith Brink?
18	0	Citey. Who else was at the meeting with Bryan when ho	18		MR. NOONET: Brok.
19		supposedly told you that the property makes two	19	Q	Right.
20		hundred	20	A	He couldn't come up with the down.
21	A	Ny wife.	21	q	Okey.
22	0.52	\$240,000 in three months?	22	A	Ergo, the 309,000 I couldn't come up with. I could only
23		Ny wife. Three and a half months. Sorry.	23		come up with 2.
24	2	Okw.	24	a	During this discussion where you claim Mr. Evenion fold
25		Three and a half months.	25		You a made 200,000 to three and a half months, Big he
	-	28	1		áğ (
1	0	And where was that meeting?	1.8		tell you if thet even not brightss or explain that is any
2	A	Bryan's office.	2		Test to AT
3	a	Anyone else present other than Bryan and your wife?	3	8	Gross.
4		No.	4	Q	Gross. Did he tell you what it wetted?
5	0	Did you keep any notes?	6	*	No.
6		No.	6	Q	Do you have any idea how much it would have cost to
7	6	Did your wife keep any natra?	7		operate the campground on a yearly basis?
8		No.	8		To some degree, but I thought if I could make 50, 60,
9	6	Did you gass that information on to anyone else after	9		\$70,000 a year, I'd be happy out of retirement.
10	100	you had the discussion with Nr. Iverson?	10	Q	Sure. Old you ask for any documents prior to doving to
11		MR. BEARDSLEY: When? I'm sorry. Just to clarify	11		verify any of those 6pures?
12		the time frame.	12	A	The reason I didn't ask for financials is because the
13	0	(By Mr. Erlandson:) I'm serry. Prior to classing did	13		financials where you don't have anything - well, they
		you go to anyone, perhaps, who might have been providing	14		have a lot to do with the pricing of it, but I wanted
14			18		the cap rate so we knew what the camppround was worth.
200		financino and say, you know, Bryan Iverson tole me this	110		
15		financing and say, you know, Bryan Iversion told nie this stars makes statuted in three and a half months?	16		And I asked Bryan If it was worth it and I asked Keith
15 16		place makes \$240,000 in three and a half months?	1.11		And I asked Bryan if it was worth it and I asked Keith If it was worth the price and they both assured me, yes,
15 16 17	A	place makes \$240,000 in three and a half months? Yes. I told what was going to be my partner that, but	16		는 가격에서 이번 방법에 비가 밖에게 있는 것을 가지만 않는 것이라는 것이 없는 것을 가셨다. 것이 많다.
15 16 17 18	A	place makes \$240,000 in three and a half months? Yes. I told what was going to be my partner that, but he decided he didn't want to be partners, so I took it	16 17		if it was worth the price and they both assured me, yes,
15 16 17 18 19		place makes \$240,000 in three and a half months? Yes. I taid what was going to be my partner that, but he decided he didn't want to be partners, so I took it myself.	16 17 18		if it was worth the price and they both assured me, yes, they were. So I can look at a financial statement and
15 16 17 18 19 20		place makes \$240,000 in three and a half months? Yes. I told what was going to be my partner that, but he decided he didn't want to be partners, so I took it myself. Okey. Who is that?	16 17 18 19		if it was worth the price and they both assured me, yes, they were. So I can look at a financial statement and it doesn't tell me anything. If it made a half a
15 16 17 18 19 20 21		place makes \$240,000 in three and a half months? Yes. I told what was going to be my partner that, but he decided he didn't want to be partners, so I took it myself. Okey. Who is that? His name is Kelth Brink.	16 17 18 19 20		If it was worth the price and they both assured me, yes, they were. So I can look at a financial statement and it doesn't tell me anything. If it made a half a million dollars, I still don't know what the property is
18 19 20 21 22		place makes \$240,000 in three and a helf months? Yes. I told what was going to be my partner that, but he decided he didn't want to be partners, so I took it myself. Okey. Who is that? His name is Kelth Brink. Does he work at Brink Electric?	16 17 18 19 20 21		If it was worth the price and they both assured me, yea, they were. So I can look at a financial statement and it doesn't tell me anything. If it made a half a million dollars, I still don't know what the property is worth. If you had a cap rate that tells you where the
15 16 17 18 19 20 21		place makes \$240,000 in three and a half months? Yes. I told what was going to be my partner that, but he decided he didn't want to be partners, so I took it myself. Okey. Who is that? His name is Kelth Brink.	16 17 18 19 20 21 22		If it was worth the price and they both assured me, yes, they were. So I can look at a financial statement and it doesn't tell me anything. If it made a half a million dollars, I still don't know what the property is worth. If you had a cap rate that tells you where the property is, what it's worth and so the financials

			T		
		21	1.		85 And as you sit here today, do you know for sure whether
٩	a	And do you believe that any of the financial information	1	4	that conversation with Mr. Iverson occurred before or
2		that was provided to you was inaccurate?	2		지방 것 것 것 같은 것 것 것 봐. 같은 한 것 중 가 잘 같아요. 것 것 같아요.
3	A	I de.	3	-22	after closing?
4	0	And what was inaccurate about #?	4	- 250	I know it was before.
5	A	I had Bryan or Presley come to my office and he	5	Q	Okey. And then I believe you also said that you asked
6		brought me his financial statements and I compared them	6		both Mr. Grimm and Mr. Iverson if it was a good deal for
7		to Keith's.	7		ion,
8	Q	Okay.	8		If it was worth the money, because it's a lot of money.
9	A	They were different. 1, at one point in time after	9	Q	Right.
10		purchase, I asked Bryan what these miscellaneous charges	10	A	So who else do I ask?
11		were on his financials. Nobody could explain it. You	11	Q	Well, $\mathbf{I} \rightarrow \mathbf{se}$ you asked both of them and they both told
12		have a bar, a restaurant, a camppround and you have	12		you yes?
13		miscellaneous fees on your financial statements? What	13	A	Yes.
14		could it possibly be?	14	۹	And would you balline did you have an indication or
15		A store, bar, and a restaurant and an RV park, I	15		believe that the seller might indicate to you if you
16		don't understand what could be miscellaneous.	16		were overpaying for the property?
17	0	Chay.	17	A	No, but I figured my real estate agent would because he
18	A	I dos''t know.	18		represented me.
19	a	All right.	19	Q.	But, as I understand it, you testified here earlier
20	A	And along with there's other things. We used	20		today that you came there to his office before hearing
21		different years' financial statements because he didn't	21		anything about the financials, at least from him, with
22		have the correct ones and - because he didn't run the	22		the idee that you were going to pay the listing price;
23		restaurant. So he used the prior year, which was the	23		correct?
24		biggest rally that we had. The 75th was the biggest	24	A	Yeah, because we didn't have a choice. I told you that
25		rally, so he used that year for his deductions and so	25		Keith wouldn't let it go any cheaper because we didn't
	-	32	1		я
1			1		
		they just weren't right.	11		have the full amount down,
		they just weren't right. We were working the property from 7:00 in the	1 2	٥	
2		We were working the property from 7:00 in the	1.1.1.	٥	
23		We were working the property from 7:00 in the morning until midnight, both of us, seven days a week	2	0 A	But that didn't have enything to do with my client; correct? He clidn't set the price, correct?
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2 3 4 5 8 7 8	0	We were working the property from 7.00 in the morning until midnight, both of us, seven days a week and we couldn't touch his numbers. Locals said we made we were doing twice the business that Keith did, but for some reason we weren't making it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we weren't spending it. We were working it. And we were working it. And we weren't spending it. We were working it. Spending it. We were working it. Spending	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22		But that didn't have enything to do with my dient; correct? He didn't set the price, correct? Somebody set the asking price. And I asked Kelth who set it. He told me he didn't know. He was just a simple man, so the only person I know who could set it and knew cap rates was Mr. Iverson. In eny event, though, you knew that — you didn't make a counterafter for the 899; correct? We couldn't. You didn't, correct? We were told we couldn't. Other than the financials, did you ask ony questions of my chent at any time prior to closing concerning the condition of the property? No. Other than whot you already taked to; did you ask my cleant at any time prior to closing any questions concerning the bisiness? No: Would you take a look at Exhibit 6, please. (Complied.)

-		26	T		37
1	A	I don't know. I think we pulled this up online, I	1	A	Yes.
2		think, or I've seen this.	2	Q	They have water and sewer?
3	a	Did you see it anytime prior to closing?	3	A	Yes,
4	A	Or Keith had it when we went up there. Yes, prior to	4	Q	So it could be a residence just as much as any other
5		closing.	5	A	Could be, yes.
6	۵	Yes, you saw it prior to closing?	6	Q	Right. Did you clab on residing and living at the
7	A	Yes.	a		property7
8	0	Did you see it prior to the time you signed the initial	8	8	Part Limia.
9		Purchase Agreement on April 27th?	9	Q	Okay. What time was that?
10	A	Yes	10	A	Night. When the bar wa'd stay late of
11	Q	Did you discuss this or any of its contents with my	11	۵	Okay.
12		client at any time prior to clasing?	12	A	Because we have a nome in Rapid.
13	A	No.	13	۵	So it's my understanding that you purchased it and you
14	a	What was your understanding as to the reference in	34		maintained a residence; though, in Box Elder or Black
15		Exhibit 6 of Sving quarters?	15		Hawk?
16	A	You could live there. It's a residence.	16	- 55	Summerset.
17	a	Where?	17	Q	Summerset, I'm sorry. So you lived to bommerset as
18	A	In the bar.	18		Your printing residence, connect?
19	a	Okay.	19	- 77	Yes.
20	A	Upstairs and down.	20	Q	And when you purchased this property, you had no
21	a	Well, you could live in the cabins, too, couldn't you?	21		Intention of moving or changing your permanent residence
22	A	No. They're not because they were dry cabins except	22		to the campground, correct?
23		for two of them, and they were small and you couldn't	23	A	If we sold our house, we would probably move up there
24		live in them.	24	a	Okay.
25	q	You couldn't live in the you said "dry cables". That	25	A	But, indirectly, we stayed there more than we stayed at
-		36			58
1		moons there's no water?	1		our house.
2	A	No water.	2		Okay.
3	Q	No water or sewer in them, correct?	3	A	So we basically lived there. Well, not lived there, but
4	A	Correct.	4		most of the time. 90 percent.
5	Q	What about the duplex cabin? Is there water service to	5	Q	Did Nr. Iverson ever make any representations to you
6		that?	6		concerning whether or not any part of the property had
7	A	It had water and sewer, but they were rental property.	7		been used as a new dence in the past?
8	Q	What do you mean "rental property"?	8	A	
9	A	For rent.	9		or the guy who leased the bar and restaurant lived
10	a	Aren't the cabins for rent, too?	10		there, and he knew that Keith stayed there or lived
11	A	That's what you were just talking about.	11		there and Brandon also lived there stayed there. So
12	Q	Right.	12		Bryan knew that and I knew that Keith did and I knew
13	A	Two cabine,	13		that Brandon Presley did, too.
14	a	Okay. Yes.	14	Q	Okay. Hy question was did he ever make any
15		They're rental property.	15		representations to you concerning any of the property
		You could live in these, as well. You didn't have to	16		being used as residential structurus?
16	Q	The chain the in make, as were used about make to			teo, Besides on the brachure, but, yes.
272		rent them if you purchased the property, correct?	17		
17		rent them if you purchased the property, correct? No, the the upstalins bar part was not made for	17 18	Q	Turn to Exhibit 7, please.
17	Q	rent them if you purchased the property, correct?	. 53	•	(Complied.)
17 18 19	Q	rent them if you purchased the property, correct? No, the the upstalins bar part was not made for	18	•	(Complied.) This appears to be a letter to Nr. Grimm from the
17 18 19 20	Q A	rent them if you purchased the property, correct? No, the the upstalies bar part was not made for rental. It was inade to live in for whoever was running	18 19	•	(Complied.)
17 18 19 20 21	Q A	rent them if you purchased the property, correct? No, the the upstallis bar part was not made for rental. It was made to live in for whoever was running the place.	18 19 20	•	(Complied.) This appears to be a letter to Nr. Grimm from the
16 17 18 19 20 21 22 23	Q A Q	rent them if you purchased the property, correct? No, the the upstains bar part was not made for rental. It was inade to live in for whoever was running the place. And, I'm sorry. Maybe I'm not being clear. I'm talk	18 19 20 21	0 A 0 A	(Complied.) This appears to be a letter to Nr. Grimm from the Department of Transportation concerning an encroachmeric on a right-of-way, correct? Yes.
17 18 19 20 21 22	Q A Q	rent them if you purchased the property, correct? No, the the Upstali's bar part was not made for rental. It was made to live in for whoever was running the place. And, I'm sorry. Naybe I'm not being clear. I'm talk about the duples cabin.	18 19 20 21 22	0 A 0 A	(Complied.) This appears to be a letter to Nr. Grimm from the Department of Transportation concerning an Encroachmeric on a right-of-way, corract?

- 14

			-	-	
1		any time prior to your May 12, 2017 closing?	1	A	41 Prior to closing. It says new drive bridge on one of
2	A	I don't really know how to answer that. He should have	2		them. The other one said it was rebuilt just rebuilt
3	~	known, because you know where the boundaries are on a	3		and widehed.
4		property when you sell it. I would	4	a	Is that the improvement list of improvements?
5	0	And when I'm asking you questions about what he knew, I	5	A	Yes.
6	्	want to know if you know or have information that he	6	a	Do you have any information that Mr. Iverson, prior to
7		ectually knew. Not about what he should have known or	17		closing, did not believe that any of the list of
8		might have known. I need to know directly from you what	8		improvements that were contained that you're referencing
9		information you had, if any, that he octually knew.	9		was not true or accurate?
10	A	No.	10	A	No.
11	1.4	So you cen't have any information that Br. Lyanson anew	11	Q	On you have any Exermation that His Incision Actew
12		about this letter or the subject of this letter prior to	12		tariya me artor to closing shad another homes had sellen
13		db9ing. Correct?	13		shrough the knodes of the comprohist?
4		Nổ.	88	4	No. That happened later on in the seeson.
15		Do you have any internation that Mr. Juerson knaw at any	15	0	That hausened often chising?
16		hime prior to Goring that there had been any poor	16	A	That happened after closing, yep. Prior to, I don't
17		including an the basement of the criticetty?	17		think anybody knew.
18	A	Not personal.	18	0	Do you have any information that Mr. Ivenion knew
19	- SS	Do you have any inferregion that Mr. Sweeten Kass of the	19		anytime prior to closing that there were any structural
20	. 7	available of mold in the basement of any first prior to	20		or foundational defects with the property?
21		600007	21	A	That's a hard one. I'm gonna have to say yes on this,
12	A	Not personally.	22		because after showing up for 10 years, you we got to
23	0	Do you have any information that Mr. systems know that	23		know it flooded in the basement, yes.
24	1925	the deck and/or parking lot on the compground was	24	0	Ckay, How?
25		located on the right-of may?	25	A	Common knowledge. Common sense would tell you. Ju
		80			42
a.	(A	No, not personally.	1		looking at it would tell you if you had a general idea.
2	Q	Do you have any information that prior to closing that	2		I've never - 1 haven't shown the place for 10 years.
2		Hr. Everson had knowledge that a majority of the fire	3		If I had shown the place for 10 years, I would have
4		rings in the zamporound were not up to clido?	4		knowledge of it.
\$	A	No.	5	Q	
6	٩	Do you have any information that prior to secting	1.6		No, I'm not guessing. I would know it.
7			1.7	. *	
		int. Every of know as billessed that any of the favorcial	7	a	Well, 1 want to know
8		itst, Twenson know an billessed that any of the funancial statements the were arbitised to you that were not	7	a	Well, I want to know I'm a professional in my field. I would know what this
8			89	0 A	I'm a professional in my field. I would know what this is.
	A	gtatements that were arbitised to you triat were not because? No, not personally.	8 9 10	a	I'm a professional in my field. I would know what this is. What incidence do you have that he knew of any structural
9	A Q	statements but were provided to you that were not accurate? No, not personally. Do you have any information that Pr. Iversan knew at any	8 9 10 11	0 A	I'm a professional in my field. I would know what this is. What invidence to you have that he know of any structural or foundational defects in the property prior to the
8 10	A Q	statements that were provided to you that were not about the personally. Do you have any information that Mr. Iversan knew at any time prior to classing that surface bridges on the	8 9 10 11 12	•	I'm a professional in my field. I would know what this is. What includes to you have that he know of any structural or localizational defects in the property prior to the time at Like ng?
9 10 11	1000	statements that were provided to you that were not encurse? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to closing that sarban bridges on the Problem had been refulle or skidened?	8 9 10 11 12 13	•	I'm a professional in my field. I would know what this is. What invidence do you have that he know of any structural or foundational defects in the property prior to the time of takking? Name.
8 ID 11 2 3 IA	1000	statements that were arbitised to you that were not becarine? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to classing that carbon bridges on the property had been refuelt or widehed? Youh, it was in the sole bill. It was in the	8 9 10 11 12 13 14	•	I'm a professional in my field. I would know what this is. What evidence to you have that he knew of any structural or foundational defects in the property prior to the task at alkaling? Name. You've made an attorney fee claim in this case; is that
8 ID 11 2 3 IA	ж	statements that were arbitised to you that were not becarine? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to classing that carbon bridges on the property had been refuelt or widehed? Yeah, it was in the sole bill. It was in the classicare.	8 9 10 11 12 13 14 15	• •	I'm a professional in my field. I would know what this is. What invidence to you have that he know of any structural or foundational defects in the property prior to the time Strakking? None. You've made an attorney fee claim in this case; is that correct?
8 ID 11 2 3 IA IS IS	ж	statements that were provided to you that were not encurste? No, not personally. Do you have any information that Pr. Iversan knew at any time prior to closing that satisfield bridges on the property had been retwilt providened? Yeah, it was in the sole bill. It was in the clusterare. And what do you recall about being represented in the	8 9 10 11 12 13 14 15 16	0 A 0 A 0 A	I'm a professional in my field. I would know what this is. What invidence to you have that he know of any structural or foundational defects in the property prior to the time Strakking? None. You've made an attorney fee claim in this case; is that correct? Yes.
80123456	а 0	statements that were provided to you that were not become? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to closing that perbain bridges on the property had been refuelt or wiperica? Youh, it was in the sole bail. It was in the closidosone. And what do you recall about being represented in the disclosure you're referencing?	8 9 10 11 12 13 14 15 16 17	• •	T'm a professional in my field. I would know what this is. What invidence to you have that he knew of any structural ontoundational defects to the property prior to the uses Statisting? Name. You've made an attorney fee claim in this case; is that correct? Yes. And have you paid attorney's fees yet in this claim?
9 ID 11 2 3 IA 15 IE 7 IB	а 0	statements that were arbitised to you that were not becardle? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to classing that cartain bridges on the preserve had been retuint or widened? Yeah, it was in the sole bill. It was in the classesare. And what do you recall about being represented in the disclosure you're referencing? Bridges were rebuilt and widened.	8 9 10 13 32 13 14 15 16 17 18	0 A 0 A 0 A 0	T'm a professional in my field. I would know what this is. What invidence do you have that he know of any structural ontocindational defects in the property prior to the taile Statisting? Name. You've made an attorney for claim in this case; is that correct? Yes. And have you paid attorney's few yet in this claim? MR, BEARDSLEY: Objection, Irrelevant.
9 IO 11 2 13 14 15 16 17 18 19	а 0	statements that were arbitised to you that were not becarine? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to classing that carbon bridges on the tradenty had been informed on widehea? Yeah, it was in the sole bill. It was in the classocare. And what do you recall about being represented in the disclosure you're referencing? Bridges were rebuilt and widehead. You saw "bridges," plural?	8 9 10 11 12 13 14 15 16 17 18 19	0 A 0 A 0 A	T'm a professional in my field. I would know what this is. What invidence to you have that he knew of any structural ontocinductional defects in the property prior to the time situltising? None. You've made an attorney fee claim in this case; is that correct? Yes. And have you paid attorney's fees yet in this claim? MR, DEARDSLEY: Objection, Irrelevant. You're making a cleim for attorney's fees and we're
9 IO 11 2 13 14 15 16 17 18 19	A 0 A 0 A	statements that were arbitised to you that were not becarine? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to classing that sertain bridger on the property had been refuelt or skidened? Yough, it was in the sole bill. It was in the classoure: And what do you recall about being represented in the disclosure you're referencing? Bridges were rebuilt and widened. You saw "bridges," plural? One was new and one was rebuilt and widened.	8 9 10 11 12 43 14 15 16 17 18 19 20	0 A 0 A 0 A 0	T'm a professional in my field. I would know what this is. What evidence to you have that he knew of any structural or foundational defects in this property prior to the tank at takking? Non- You've made an attorney fee claim in this case; is that correct? Yes. And have you paid attorney's fees yet in this claim? MR, DEARDSLEY: Objection, irrelevant. You're making a claim for attorney's fees and we're entitled to know what those are and the basis of those
9 10 11 12 13 14 15 16 17 18 19 20 21	A 0 A 0 A	statements that were arbitised to you that were not becarine? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to classing that carbon bridges on the tradenty had been informed on widehea? Yeah, it was in the sole bill. It was in the classocare. And what do you recall about being represented in the disclosure you're referencing? Bridges were rebuilt and widehead. You saw "bridges," plural?	8 9 10 11 12 43 14 15 16 17 18 19 20 21	0 A 0 A 0 A 0	T'm a professional in my field. I would know what this is. What invidence to you have that he knew of any structural ontoundational defects to the property prior to the uses statisting? Name. You've made an attorney fee claim in this case; is that correct? Yes. And have you paid attorney's fees yet in this claim? MR, DEARDSLEY: Objection, Irrelevant. You're making a cleim for attorney's fees and we're entitled to know what those are and the brais of those claims, because if you're not if you're going to
9 10 11 12 13 14 15 16 17 18 19 20 21	A Q A Q A Q A	statements that were provided to you that were not become? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to closing that serbain bridges on the property that been return or wipened? Yough, it was in the sole bill. It was in the closidosure: And what do you recall about being represented in the disclosure you're referencing? Bridges were rebuilt and widened. You san "bridges," plural? One was new and one was rebuilt and widened. Take a look at Exhibit 6. (Complied.)	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	0 A 0 A 0 A 0	 T'm a professional in my field. I would know what this is. What invidence do you have that he knew of any structural ontocindational defects in the property prior to the tank at attacking? None. You've made an attorney for claim in this case; is that correct? Yes. And have you paid attorney's fews yet in this claim? MR, BEADSLEY: Objection, Irrelevant. You're making a claim for attorney's fees and we're entitled to know what those are and the basis of those claims, because if you're not = if you're going to we're your claim for attorney's fees, then I won't
С.	A Q A Q A Q A	statements that were arbitised to you that were not become? No, not personally. Do you have any information that Mr. Iversan knew at any time prior to closing that sertain bridges on the property that been return or wipened? Yough, it was in the sole bill. It was in the closidosure: And what do you recall about being represented in the disclosure you're referencing? Bridges were rebuilt and widened. You san "bridges," plural? One was new and one was rebuilt and widened. Take a look at Exhibit 6.	8 9 10 11 12 43 14 15 16 17 18 19 20 21	0 A 0 A 0 A 0	T'm a professional in my field. I would know what this is. What invidence to you have that he knew of any structural ontoundational defects to the property prior to the task strateging? Name. You've made an attorney fee claim in this case; is that correct? Yes. And have you paid attorney's fees yet in this claim? MR, BEARDSLEY: Objection, Irrelevant. You're making a cleim for attorney's fees and we're entitled to know what those are and the brais of those claims, because if you're not if you're going to

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		43	T	1.1	45
1	A	I haven't paid them thus far, but I will.	1	A	All of it.
z	Q	(By Mr. Erlandson:) Okay. How much have you paid in	2	Q	And you want to give the campground back?
3		attomey's fees?	3	A	Yes. I already have.
4		I haven't paid anything as of yet.	4	Q	Well, that's my question. Do you want to give the
5	Q	Okay. Do you have a fee agreement?	5		campground back to Mr. Grimm?
6	A	Yes.	6	A	Aiready have, yes.
7	0	And is it a contingency or hourly basis?	7	Q	Already have, okay.
8	A	It was an hourly basis.	8	A	Yes, sir.
	Q	Okay. And what rate?	9	Q	So you want your how much do you have into it?
10	A	275, I think, for one and 175 for the paralegel, I	10	A	217,000 plus what I put in it.
11		believe.	11	۵	Okay. How much have you put into it?
12	0	Okay. We need to raise our rates.	12	A	I'd have to sit down and figure it out, but not a whole
13		So are you paying attorney's fees in the event	13		lot. Probably another I couldn't I couldn't tell
14		that you don't prevail?	14		you. I couldn't guess.
15		I'll have to, yes.	15	Q.	Okay.
15	0	Okay. And do you got monthly billing statements?	16	A	Say another 10, 15,000.
17	Ă	Yes.	17	0	Well, at some point I'm going to want to know
18		And do you know how much the how much in fees and	18		specifically what your damage claim is and I want to
233	4	expenses have been incurred to far?	19		reserve the right to talk to you about that.
19		I think we're between 5 and \$6,090 as of before this.	20	A	
20	2	Okay. Old you review the Complaint before it was filed?	21	0	So if you could get that information to your lawyer.
21	4	것같은 친구 전 것이 같아요. 아파는 것 같은 요즘 것 같아.	22	A	Yes, sir.
22	2	Yes.	23	2.5	So we'll leave your deposition open if you're unless
23	4	Do you believe it to be accurate?	24	-	you're prepared to talk about what your specific damages
24	^	Yes. You've asked for damages in this case for compensatory	25		are to my client, other than you want your 217 back plus
25	Q	You've asked for damages in this case for compensation?	1	-	46
1		damages including prejudgment interest. Do you know	1		10 to \$15,000; is that right?
2		what these damages are?	2	A	Yeah.
3	A	No.	3	a	You've asked for costs and disbursements. Po you know
4	6	How much in damages are you seeking in this case?	4	- 27	how much those are?
5		Nil, BEARDSLEY: Objection. It will be determined	5		No.
6		at a later date at the time of trial.	6	0	You're saging punitive damages?
-		Ds you know?	17	A	I'm uneware of that. I don't know. Yes.
1		I don't know.	8	0	Do you know what punitive damages are?
3	2			- 22	Yes.
9	0	Do you want to are you still paying on the Contract	10	0	What's your understanding as to purifive damages?
10		for Deed?	11	A	Punishment.
11	A	No.	12	6	Fin sorry?
12	Q	is a your intention to reached the agreement or get out.	13	~	A punishment fine, basically.
13		of the Contract for Deed and not purchase the	14	6	Okay. And do you believe you're entitled to purifive
14		camppround, or do you want the camppround and damages or	15	1	damages from Nr. (verson?
1.5		do you know?	16		If it's a dishancet thing, yes, I do.
16		NR, SEARDSLEY: Objection, asking for # Hegel	17	â	Do you believe that he was distionest to you?
17		conclusion.	122		I do believe yes, I do. To a degree, I do.
18	A	Again. Ask me again.	18		And what was lie dishonest to you about?
19	Q	(5y Mr. Erlandson:) Why don't you just tell me, what	19	•	Saying that he doesn't know about these things. There's
20		are you looking to get in this lawsuit? What kind of	20	A	변수가 잘 가지 않는 것 같은 것 같은 것 같아요. 이는 것은 것이 가지 않는 것 같아요. 가는 것 말 가지 않는
21		damages from my client? That's ~	21		some things I can understand it, but there's some things
22	A	I want to be made whole.	22	2	that he's got to know about. He's got to know about.
23	Q	And how do we do that?	23	Q	These are just things that you don't have specific
24	A	Ny money back.	24	al.	evidence of that he
	0	How much do you want back?	25	A	No.

-		47	T		49
1	Q	knew about	1	Q	Okay. You were in a hurry to close
2		MR. SEARDSLEY: Let him finish.	2	A	Yes.
3	A	I'm sorry.	3	Q	before the season, correct?
4	a	but you feel he should have known about, correct?	4	A	Yas,
5	A	Yes.	5	Q	You understood you were purchasing the property as is,
6	0	How much are you claiming in punitive damages from	6		correct?
7		Iverson?	7	A	Yes.
8		MR. BEARDSLEY: Objection, lack of foundation.	8	Q	In fact, was specifically acknowledged that you weren't
9		That's to be determined by a jury.			Telving on the representations of Hir, Scilling St.
10	0	At any time prior to or on that dete of April 27,	10		Mr. Sylerson when you closed on the property; colvect?
11		2017, did Mr. Iverson tell you that you had to sign	18	iA	Yes.
12		those documents that day or force you to sign those	12	0	That you weren't relying on them. That you mad apple
13		documents?	133		everything you acceled to do to ratisfy yourself that the
14	A	No.	14		deal was pring to write for you, correct?
15	6	Did he force you to sign that Contract for Deed on	15	A	From what I saw, yes. From what was disclosed, yes.
16	×	May 12th, 20177	16	0	Take a look at Exhibit 11, please.
10		Ne.	17	A	
107	A	2016년	18	0	Did you sign this Contract for Deed?
18	Q	weren't compelled to sign these documents; correct?	19	Ā	Yee.
19			20	0	Appears you signed it on Nay 12th, 2017; correct?
20	*	Exectly. Correct. And you had a couple wasks between the time you signed	21	Ā	Yes.
21	0		22	à	Where were you at when you did that?
22		the Purchase Agreement and the Contract for Deed to do	23	Ä	Bryan's office.
23		whatever you wanted to do to try and satisfy yourself	24	a	Bryan
24		that you were getting a deal that you were conductable	25		Iverson's office in a meeting room.
25	_	with, conset? 48	1.0	-	\$0
	A	Yes.	1	Q	Iverson? You didn't go to a title company to do
2	a	Yos could have hind a lawyer in those two weeks there	2		that?
3		and had him look everything over for you, correct?	3	A	Oh, sorry. Title company. I keep thinking of the wrong
1		I didn't feel the need because I had representation.	4		one. Yes, title company. Sorry.
5	a	You could have hired a lawyer, couldn't you?	5	a	All right. Do you remember what title company?
0.		But I had a real estate agent that was supposed to be	6	A	Pennington County, wasn't it? Pennington County Title
6	~	working for me also.	17	a	Had you received the Contract for Deed prior to the time
8	a		8	1	of closing on May 12th?
- 22	~	I don't understand that part of it.	9	A	Yes.
9	-		10	a	
10	1	Okay. He represented both myself and Keith, and Mr. Grimm.	11	A	
11	^	이 같은 것은 것 같은 것 같은 것은 것이 있는 것이 같은 것 같은 것 같은 것이 있는 것 같은 것 같	12	a	
12	0.0	You understood the documents you signed, though?	13	Ă	The day of our signing in Bryan's office.
13	A	Yes.	14	a	
14	a	Is that fair to say?	15	2	though: correct?
15	A	Yes.	16		Yes. But I thought this was the same thing we signed i
16	Q		17	~	Bryan's office, I thought.
17		have gotten inspections, correct?	18	a	- 2019 19 19 19 19 19 19 19 19 19 19 19 19 1
18	A	Yes, but the inspections wouldn't have done any good	19	A	김 사람이 많은 것 같은 것은 것을 가지 않는 것 같은 것은 것을 알았는 것을 알았다.
19		anyway because all this stuff came after the fact.	20		All right, 1 just wait to make sure we're on the same
20		After we purchased it, yes.	1.02	-	200
21	0	And you could have hired any number of professionals to	21		page. Yes, 1'm sorry. I got confused here.
22		go out there and assist you in this transaction,	22	- 63	
23	125	correct?	23	0	
202		I thought I had a professional assisting me in this	24	A	Yes.
24	A	transection.	25	0	And the Contract for Deed on May 12th, correct?

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-	-	51	1		65
1	A	Yes.	1		to the operation of the same and acknowledge that the
2	Q	When did you first see the Contract for Deed?	2		property is acceptable; correct?
3	A	May 12th.	3	A	Yes.
4	0	Okay. The day you signed #?	4	Q	And If you turn to Page 5 of 9 RE/MAX 0030 you
5	A	Yes.	5		understand that you were purchaving it in its as is
6	0	Mr. Iverson testified that he believes that a cospie	6		condition, correct?
7	-	days prior to closing he gave you a copy of the Contract	7	A	Yes.
8		for Deed to look at?	8	0	And that you were going to be responsible for all costs
9		A preliminary It was a three-pager or just a	9		of all repairs necessary after the date of the contract,
10		couple-pager.	10		correct?
11	0		11	A	Yes. Can I add something to that?
12		But this whole thing I did not see until May 12th.	12	0	Sure.
13	2	Okay. Then you say Mr. twerson gave you a preliminary	13	A	I signed this Contract for Deed in as is condition
14	9	Contract for Deed?	14		because I went up and looked at the property. What I
15		I don't know. I thought it was like a little	15		know about the property seems good to me, but all these
	A.		16		problems came after the fact. So, yes, I did sign this
16	~	three-page I'm not I'm noi sure.	17		as is, but the problems came later on.
17	9	Do you have a copy of that in your file anywhere? I	18		If they came within the first 30 days, I'm sure I
18		haven't seen anything	19		would have went to Bryan's office and said, Bryan, we
19	^	No, I don't know.	20		have a problem here. This is messed up. This is messed
20	9	- like that.	21		up, By that time the 30 days is over and there's
21	^	I thought there was a preliminary contract that was	22		nothing I could do about it. I was stuck with it. And
22		given to me when we went in on the 27th, and then this	23		unforeseeable things that Mr. Grimm knew in the
23		one was signed on the 12th, but it was only a	1000		이 같은 것이 있는 것이 같은 것이 같은 것이 없는 것이 없는 것이 없는 것이 같이 많이 많이 없다.
24		three-pager and it was contingent to this one being	24	~	beginning.
25	-	done.	25	0	Well, you understood you were taking the risk by 54
	~	52	1.		purchesing
1	0	Al right. If I remember right. But I can't	12		Not the risk from what I'd seen with the inspection.
2	27.04	Duane, that might be right. I mean, as I understand it,	3	<u>, </u>	MR. BEARDSUPY: Wait.
3	Q.	on April 27th you signed the Purchase Agreement	1.	1.20	Sorry. Sorry.
				- 6	
4			1.5	0	(inv Hr. Erlandson:) Tou understand that purchasing
4 5	A	Yes.	5	0	(By Mr. Extendson:) You understand that purchasing
6		Yes. — which was three pages. It had the first two pages	6	â	property as is you're taking a risk of any potential
6	۵	Yes. — which was three pages. It had the first two pages plus the Addendom, which —	100	0	property as is you're taking a risk of any potential conditions that rould arise, correct?
6 7 8	۵ ۸	Yes. — which was three pages. It had the first two pages plus the Addendorn, which — Well, that's probably what it was then.	6	а а	property as is you're taking a risk of any potential conditions that could arise, correct? I don't I didn't I don't understand that part. As
6 7 8 9	۵ ۸	Yes. — which was three pages. It had the first two pages plus the Addendom, which —	6 7 8 9	A A	property as is you're taking a risk of any potential conditions that could arise, correct? I don't I didn't I don't understand that part. As is is the way it is when you buy it, when you purchase
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6 7 8 9 10 11 12 13 14 15 17 18 19	0 A 0 A 0 A 0 A	Yes. — which was three pages. It had the first two pages plus the Addendom, which — Well, that's probably what it was then. Okay. And it ways we're going to do a Contract for Deed letter. Yes. Well, that's why I'm confused. Okay. But Mr. Iverson testified that on or about May 8th he gave you a copy of the Contract for Deed that you ultimately signed on May 12th. Does that sound correct? Not this whole thing. I don't remember that. No, I don't remember that. De you remember reading the Contract for Deed? Yes.	6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A	property as is you're taking a risk of any potential conditions that rouid arise, correct? I don't I didn't I don't understand that part. As is is the way it is when you buy R, when you purchase R; right? With no representations or warrantiles as contained in your Contract for Deed, correct? That's unforesecable, no. I mean, you don't go buy a car, the paint fails off of it and you go, ch, well, I bought the car; okay? There's nothing I can do about it. Why don't you go shead and read Section 14 mits the record for me on Exhibit 11, please. Page 5 of 9. Property purchased in "as Is" condition. Buyers acknowledge that they have examined the subject real
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			1		and the second
1		55 described in this contract, and the buyers in buying	4		57 what we're going to do have you ever been involved in
2		said property are relying solely on their own judgment.	2		a prior lewsuit?
3		Buyers hereby accept subject real estate in its present	3	A	Yes.
4		condition. Buyers are buying the subject property in	4	0	Tell me about R.
55		"as is" condition, with buyers to be responsible for	5	A	Well, I had a company that I owned a company I was
5		costs of all repairs necessary after the date of this	6		part owner in a company, and they basically - I don't
6			7		know how I can say this took away my shares. They
7		contract.	8		stole money from the company, and we went and we close
8	Q	So you bought that property in its present condition			the doors, so I tried to sue them, and that was
9		relying solely on your own judgment, correct?	10		basically it. Nothing ever came of it.
0	^	Yes. After my inspection, yes.	11	0	Okey. Did they actually sue out a Compleint? Did you
1	Q	Okay, Theard your counsel talk about mold, and	1.12		2533) 인사 방법 246322232222222222222
2		actually black mold even earlier in the deposition of	12	20	file a lawsuit? Yes, John had it with me for probably a year and a
3		Mr. Iverson, Dowcal have make on your apports?	13	^	
н.	æ	Yes	14		half, and then I took it to another attorney and he said
5	ø	and has it been tested?	15		that I was supposed to win the thing and they didn't
\$	Ä	No. We closed it down because it is black mold.	16		have any money and $\mathbf{I} \rightarrow \mathbf{I}$ would probably wind up with
7	10	And how do you know that?	17		nothing and still have to pay attorney's fees.
8	*	I've seen black mold before.	18	۵	Okay.
9	а	But you haven't had any botting done?	19	•	So I dropped it.
10	*	No. We closed it down and got out of there.	20	0	Were there any depositions taken in that case?
11	c	Do you know if you've hared any experts in this case?	21	A	No.
2	A	I have no idea.	22	0	Any other lawsuits other than that one?
23	0	Okay, when did you first see that mold or what you	23	A	No.
24		think is mold?	24	â	Have you ever been charged with a crime?
25	A	After I had the meeting with Brandon and he ceme up and	25	A	Traffic.
١.,		56			58
1		asked me if I knew it flooded every year. And I said	1	Q	Traffic tickets, okay.
2		no, I didn't. So that prompted me to go down with my	2	A	Other than that, no.
3		flashlight and dig in the corners, and it's about a foot	3		MR. ERLANDSON: Just one minute-
4		high on the walls, and at that time I noticed somebody	4		(Off the record briefly.)
5		tried to conceal it.	5		MR, ERLANDSON: 1 think for the purpose of today
6	0	And how so?	6		I'm done. We did have a couple of areas where we'd kind
7		By tearing out some walls and replacing them with now	7		of like to follow up, but if you can get me more
8		2 x 4s, and you could just kind of see where it's been	8		information on your damages, I don't know that I will
9		replaced.	9		need to talk to you again about it or not, but that
10	0	Okay. Old you fill out a certificate of real estate	10		would be helpful,
11	070	value?	11		Do you have can anyone stoy past 5 if we needed
2		No.	12		to? I'm just trying to think. Your eife is here.
13	0	Is your wife going to be back today?	13		THE WITNESS: Ub-hult.
4		Yes. Yes.	14		MR. ERLANDSON: And if we want to reconverse, if
15		MR, ERLANDSON: Want to take a little brook bere.	15		it's, you know, a half-hour deal where she doesn't have
6		and, actually, it's about quarter to 5. I don't know	16		a whole bunch of knowledge? I can
7		that I'm going to get done by 5, and I'm sure you've got	17		MR, BEARDSLEY: Well, let me make a phone call.
8		same questioning. So maybe we'll just figure out what	18		MR. ERLANDSON: 3 don't want to if you need to
9		we've going to do from here and continue when we name	19		ga, mough, pa.
0		So	20		(An off-the-record discussion was held at this
201		NR, NOONEY: Off the record, Jeanne-	21		time.)
		(An off-the-record discussion was held at this	22		MR. ERLANDSON: All right, We'll go ahead and
			23		conclude his deposition for now.
12		bloom A suggest sale taking at this times double or or			
19.		pros. A recess was taken at this time, 4:49 p.m. The deposition resumed at 4:53 p.m.]	24		MR, BEARDSLEY: I don't have any questions.

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	59
1	MR, NOONEY: I'll reserve mine until, yeah,
2	whenever we find time.
3	MR. BEARDSLEY: And my client will walve the
4	reading of the deposition.
5	MR. ERLANDSON: All right. Thank you.
6	(The deposition concluded at 5:03 p.m.)
7	
8	
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25	
	60
1	STATE OF SOUTH DAKOTA)
	} SS. CERTIFICATE
2	COUNTY OF PENNINGTON)
3	1, JEANNE S. QUINN, Court Reporter and Notary
6	Public, South Dakota, duly commissioned to administer oaths,
6	certify that I placed the witness under oath before the
7	witness testified; that the foregoing testimony of said
8	witness was taken by me in shorthand, and that the same has
9	been reduced to typewritten form under my supervision; that
10	the foregoing transcript is a true and correct transcript of
11	the questions asked, of the testimony given, and of the
12	proceedings had. I further certify that I am not related to,
14	employed by, or in any way associated with any of the
15	parties to this action, or their counsel, and have no
16	interest in its event.
17	Witness my hand and seal at Rapid City, South
18	Dakota, this 31st day of August 2018.
19	
20	
	JEANNE S. QUINN
21	My Commission Expires: 08/24/24
22	
22	
24	

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0		899 (1) - 34:9 8th (1) - 52:12		
0028 1 - 52:22		9		
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2	THE DE	ELECON and	2		3	aters, will expe	sined and testified as follows:	
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5		Elaintiffs,	INTERTITION OF		\$	Good aces	ning.	
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1	1 10.55		, 2018 at 8:58 a.m.		12		inn. Bil Ernen Dolve, Repúd City, kota, S709.	
2	EQ.	(E: Marry i 5 326 Junce	ES Park Drive		13		ever had your deposition taken before?	
3		Reptill City	, 3D 57762		1.1	100000	ever the year organization and the second	
1					14	No. Okay, I	's going to go over a few nilse. First	
5					15		you need to tay to lat so finish my	
6					13	• • • • • • • • • • • • • • • • • • •	before you brain to answer.	
7					11		war answers need to be verbal.	
8					19	0.000	L cues are very hard for Jampie to pick	
a a					22		ther, fails?	
1					21	1.		
2	Reportad	Ber Jacquel	ire H. Maller		22		t any time you do start tolking over me	
3	rep-t-t-t-	Rectator Black M	end Restational Wigor 111s Baserting		23		ng 'yes" or 'no," I'll onsrect you, just	
4		1600 190	todware Rd., Sta. 3 Sty, HD 5770	3280	24		as a clean second. I'm not trying to be	
2		625, 121	.2000		25	nde.		
1					1			3
		L.P.I	FRARANCES		1	Right.	ñs,	
2	Recover	tine the Flaintiff	Int.		2	And you :	night want to speak up just a little bit	
3		BOATHING, S. 1.	INCOME.		3	so ste o	an catch what you/up hearing — what	
		Attorneye at La 4700 Seert Driv Repid City, 50	e, buite 3		4	you'ze a	eying.	
s					5	Oury.		
6	California	ing the Defender William			6	Naith, t	his is privily the cost inputant. If	
2		HR. JOHN K. NOO Roomey & Solidy			7	you dan'	t understand one of my quantions, will	
8		Arteeneys at La 326 Fourthers Pe	rk Erive		8	you plea	ge let ze krow?	
9	-	Rapid City, SD	상태 것 것 같은 것 같이 같이 같이 같이 같이 같이 같이 같이 않는 것 같이 같이 않는 것 같이		9	165,		
ġ	inderessing.	the Debuckers BR. Charles V. J.	BEACHERS	105	10		nd if you do enseer ny question, Po	
1		Attorneye at La	W	55N	11	going to	assume you understood it; is that fair?	
2		Report City, 50			12	Yes.		
3			INDEX		13		n't think this is going to take all day,	
8	MTINESS VETT	H GUHK		ROUGH .	D4		t any tias you nasd a breek, you just	
5	1	SAMERATION BY NR	I RECIMITENT	3	15		nov and se'll taka a brank.	
â	1	UNDER EXPONEN	ON BY MR. BEARDELEY	112	16		only causet to that is if we're in the	
7		Σ	XHIBITS	(Sici	pτ		f an answer, I went you to finish the	
B	EXE, BC.	DESCRIPTION		BRE	18		nd then we can take a brook.	
9	17	Seller's Scour Disclosure Shit	ty condition event	28	19	Yes.	· · · · · · · · · · · · · · · · · · ·	
Q	18	Notographer of	Real and the second	51	20		try I call you Webth?	
1	1.5	in boomant			21	Yes.		
2	19	Biolographic of I		52	22	100000000	hans did you grow up?	
3	20	Customer punchas Equipment for J	an azako: Eron 800 ahn Dazou 3520	9	23	Rapid Ci	CONTRACTOR AND A DESCRIPTION OF A DES	
					20	Have you	lived in Repid your whole life?	
¢					23	Nos.		

BLACK HILLS REPORTING 721.2600

1-4

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-	Concerning the second sec		-	The set of	_
1 9	2011년 1월 2011년 1월 2011년 1월 2011년 1월 2012년 1월 201	1		stuff, but munky that's what we were doing.	
2 8	M Graduated from Rapid City Central in 1978. No	100	8	How long was that coopery in existence?	
3	college actualing.	3	z	th, a cuple years, 1 impine.	
• •	2 I's samy?	4	0	And why did you move on from thet?	
5 1	NG	5	y.	Sell, the main resson I moved on, hermany it was	
6 5	Q Gay. And what dad you do after your geoduction	6		a lot of walk and we found out whenever there	
7	in '389	1		was good work, everybody that hed a harmer was	
8 2	A I went to - I worked for Bovaras when I was in	1		shingling and reefing houses, you know, unstead	
9	school, and the first year or so when I get out.			of - and then the rest of the time, there	
0	of school. And then I worked for Firem	18		wasn't enough to duy ac.	
1	Insulators, shich to longer exists. It's at	11	8	West was your meet venture?	
2	it was an insulation company-	12	A	I started by our connectial launity business,	
3 6		13		rentals, landry business.	
4	waiter, cook? Any we talking shout the old	14	8	Nese of thet conpeny?	
5	sasta mat?	15	Λ	Grien's Dust Control and Linen Service.	
6 8	8 Yeps		Q	Were you the sole owner of the?	
2 6		11		Yes, Well, with my wife, I must, but yes.	
8 8	A Bushoy to disheather to cook to, you know.	18	8	Was that just in Repud City or the whole	
9 6	2 How Long did you do that?	29		Northern Hills?	
10 7	A A couple yours.	- 10	A	We did everything from the western side of the	
1 9	2 And then Form Insulators?	21		state. We did - it was based out of	
2 1		22		Replid City.	
3 6	2 That's an insulation company, how long ware you	100	Q	How long did you do thet?	
£	trans?	100	A	10, 12 years I suppose.	
5 8	A Probably a couple years again. I — I dm't. 5	25	Q	Did you sell the business?	7
1	marbar.	1	A	Sold it to Survell.	
2 0		2	Q	I cen't kap track what year we're on. What	
3 2		3		year did you sell it?	
1 9	장님 - 성장 김 씨님 않는 것 같아?	4	A	I sold it in '01, I halame. 2011.	
S. 2	A I went to work for Linys's Carpet Cleaning.	5	0	With the sale of the husiness, was there a sale	
6 6		- 6		of property as well?	
1 1		7	λ	No. I kept the milding. He just bought the	
8 6	것은 그는 것은 것은 것이 아님께서 있는 것은 것은 것이 것을 것 같아.	0		buriness.	
	installing or business side of 142	1	Q	So after you sold Orian's Dust Orritrol and Lines	
0 1		:0		Service, what did you do?	
1 9	명한 - 이미 이번 이번 이번 가장	11	A	Next to surk for Servall.	
2 1	and the second standards and the Present	12	٥	Has that a part of the partness agreement?	
3	Clearing.		A	I was supposed to be there for, I don't revenue:	
4 9		14		the exact amount of time, but I was supposed to	
5 1	지수는 승규가 집에 가지 않는 것 같아요. 이 것 이 것 ? 이 것 ? 이 ? 이 ? 이 ? 이 ? 이 ? 이 ?	15		be these for transition anyway.	
6	rooting besiness.	14	۵	Okay.	
1 6		17	A	And ended up being there for a long-term -	
8	mofing business?	1.8	9	How Jong?	
9 7	a management of the second	14	A	— ja.	
0	no longer alive.	24		Well, four years before I bought the	
1 9		81		campground, and I'm still working for Servall,	
2 4		72		80,	
3 0	and a second second loss of the	22		Wat are your divise with Savall?	
	that company?	24		From back, then or right, now?	
5 A	(a) State Stat State State Stat State State S	10.0	0	Currently.	
	E.		-		8

APP. 101

-		10.53	2 0	
1 A	Currently. I deliver coveralls to the pines in Which Harris have a park		Q Wa A Re	n? mily nerbers,
2	Wright, Wyoning battle a week. And how have those duties changed from when you	1.253	CO	d you talk sith Bryan Iverson?
3 0		1.333	T 20	s.
5	first started working for them in 2001?	1.00		at say the abstance of those discussions?
5 A	Wall, I was plant racager back then, and I've	1.50.5	-	quess basically that I didn't think any of his
6	been back there almost every year for unpoen	1		git englaints, you know
7	years or howver long I we had the compround.		Con 1926	d you ask Bryan Ivanan any questions?
1 0	How Long were you plant manager?	1000		r - for? Questions of?
9 A	I'm quessing theme, three to four years.		93 - NG	e transaction, cel estate doments?
5 Q	And that takes us to baying the campgrand.	1.00	Q 10h A NO	Constant and the second second strategy and the second second second second second second second second second
I	Hen ad you purdees the cappoint?			d Neith, was your wife involved in this
2 A	105, 2005.	1.5.5	Q An	rtinilar transaction and the sale of the
3 8	Reith, what did you do to propose for this	13		eppend or ses it -
4	deposition today?	1.4		
5 A	Just reviewed size things, talked with Jure, you		A No	
6	lease, kind of - because I've never down	1243	-	prinerily you?
7	anything like this, so I digh't have any idea	(P. 1997)		inarily ne.
8	when to propage for.		-	ay. You purchased Wild Hill's in 2005. Is
9 0	Sume. And I den't want to know what you and	19		et det it was called -
8	Jim talkel short. Bit what did you review?		72 - 355	<u>8.</u>
A I	Basically just give your best opinion or best	1 (Cont.) (7	- back then?
2	anseen that you can give and be truthful.	22		1d Bill's Carpgerand. We did change it to
3 0	Did you review certain plantings, certain	21		ld Ball's Campinand and Resort, LLC. I don't.
4	documents that have been filled in this case?	24		number for sure what it was before, I guess-
5 A	1 — I izoled at Dare's and Egen's deptait- — 9	25	R	, was Wild Bill's Comportant. 11
1	depositions.	1	O Di	d yas change the rune interdiately after the
2 0	Did you pavine the ibtion for Samary Julpant	2	- C - C - C - C - C - C - C - C - C - C	retnon, if you meall?
	and accorporating documents filled by Bryan	1.53		dan't know. Probably, but I don't remember.
	heren?	1.253		en you puminani this compound, did you uso
	No.	-	C	mal estate agent?
A	Any other documents you contained before tooks?	1.58		5
6.0	Well, I reviewed that - basically those things	1 1 2 1 2		n is thet?
A	I'm supposed to core up with. I don't remember		m	all, they had to - their Realton is who I wont
		3		grant. I den't renerber shat his name was
	wat you call it, the - those	20		Ro.
0	Interrogetories?	1.5	QC 827	you menaminer, was it a dual agency
8	Yes.	02		dationship, where one Realth represented both
Z	NR. BEARDERY: Clary. And those are coming			ne seller and yourself as the bayes?
3	naet week, two weeks?	23		balieve it was one Bealtor, because I dich't
4	MR, NOOREN: Probably a couple weeks, year.	24	255	ine a Realton or anything to look for me.
5	You wouldn't want to interrupt my vacation,	6.	- 302	ure a resultar or arynning to look for ne. w did you putchase it from?
6	would you, Miles.	26	-	
	NR. BEARDELEY: We kind of had a time counch	16200		n: Nings, Bornie and Chuck King.
È.,	to get. this thing done.	(Dec.)		id you discover this bucause it was listed or?
0	(MY MR. HENRDELEY:) After this lessit was	1000	20 I.C.	85. 14. 21. 44. 44
3	started, did you ever give any statement to any	1.000		e was it listed; if you monall?
1	manages copy	21		believe it was in just a little regaring or
a h	No.	22		mething.
3 Q	Basidas your attorney, Jthn, have you talked		(7) 100	at an the purchase price?
•	with anybody about this case?	24		5.
s A	Yes.	25	Q W	an you purchased it, was the comparent and
	50	e 16 -		12

9-12

-	-					Notices descendence 1nd
1		resort similar to what it is convertly?	1		Q A	Did you charge the period 2017 30.
2	A	NO. Closy. Tall me the difference.	3		8	So do you meall when you first listed the
3	0	I've spert 13 years fixing things and putting	1		÷.	property for sale?
1	ħ.	things together and making things the best that	5		A	The oping to say 2008 or '09.
5		I can, inster and better all the time.	6		9	You listed the property with Rayan Iverson?
1	2		1		A	Yes.
	9	820.			0	And how did that milationship come about?
8	A	Yesh. And in 2005 when you pumbased it, there was the			ă.	Bryan was a friend of ny younger brother's.
9	8	min billing	10			They want to school imprimer.
\$.)	28		L1		0	Hed you contacted any other next estate agents?
	A	Nos.	- 1		A	No.
	0	And comparison? Comparison and the digilar cobin.	23	i.	2	How Long have you known Bryan?
	R		14		à.	25, 30 years.
	2	Here you added composites?	5		2	And it's my understanding your bother is now
	R.	No, not really atike such for competers. I've	De De		*	demail
í		atilet cabim.	10		٨	Yes.
	0	Here many column?	26		è	Die Brym and what's what was your
	A	We have nice.	19		*	hether's ran?
	8	And when you first purchased it, these was one?			3	Les Grim.
	A	One - we call it has. It's a duples. It's got	21		ê	hid they just go to high acheal together, gow
1	lae -	two sides. That's Cabin 1 and 2.	22		¥	up together?
	8	What other ingrovements over the spen of 13	23		h.	I believe - well, I don't know abut jusion
3		yeans did you mike?	6.		•	high or middle adnol or whatever. I know they
	A	that's a huge list. I man, from - well,	5			wait to high school together. I mally don't
5		probably one of the first things we did is we	13			15
1	-	had to being in power. There was no power	1			know when they fliest not up.
2		there. I near, you couldn't run anything.	2	l	Q	So when you listed the property, what was your
3		So I had to being in - well, Black Bills	3	i i		nesson for trying to sell the property in 2009?
1		Energy may just in new transformers and	4	i.	h	I think it was maybe streasful. It's a lot of
5		everything, and we put in new publishis.	1.5	ć,		sock. It's a fail-time, hard-working summer-
5		And upgraded it all, all that, the water,	16	ŝ		'no miss out on all support activities whether
2		the electric, the sever, and averything to that	7	i.		it's family or whatever it may be. You protty
3		top erc, and we had to thin new wetertlines	1	i.		rach was stuck there.
3		through the whole compound, in the halldings.	1		8	And I's sure you operate based on a working
0		They were all enguer - or, not capper,	20			season. Can you tail an when that starts and
1		galvanized piping, rusty, leaky.	11			ands?
	Q	Any improvements or secondaling to the buildings?			A	Well, the -1 seen that in the $-$ it is not a
	A	Option 1 and 2 we completely gitted out and	h			three-, four-month job. It's a fill, year-mound
4	-	perchical them. Thet use the original cabin,	14			job. I near, you have to take asservations all
5		the diplex.	15			year-mand, you know.
	0	He short the min building?	15			And if you're not, you know, busy with the
	A	the yesh. Chenged things around some, you know.	17			restained, and the compround, you're repairing
	2	Maie then more user friendly, I guess you would	28			things or ching things on the off-season.
9		say, I man	1.9			I thirk Dore was unler the illusion that
	0	The structure renained the sam?	29			it's a three-month deal and you just take off
	A	Bestises aiting the deck on the outside and	21			and that's it.
	1	parting different siding on the forst.	22		0	Size. That's not what I asked you.
2		Wan did you add the deck?	6		183	Nut's the on-season versus the off-season
3	0	Eight, ien years ago, I'n guessing. Dan't know	24			for the campound?
	A.	the east data.			A	Typically Nay 19th is shen we kind of start the
5		CE CALL ON .	ം ്			(jpinin) - j - ini z -

APP. 103

		DECOTION		1	user and	0.000
1	8	season. Scretizes a little collier, but usually	1	A	Yes, I quest.	
ż		by they 15th anyway. And then depending on	1	0	For exemple, improvements rach?	
1		reservations, through the middle of September,	1	Ä	1 Barrier and the second second second second	
4		mybe the end of Septenter.	4	0	Additional addres?	
	8	With Amert being the businest muth, I assure?	5	- 2		
	Å	Yes.	6	0	And would be ask you about other issues on	
ì		So from 2008, the amongement with Mr. Manson	1	8	problems with the property?	
8	۰.	was that during the season, the listing was		A	() 않는 것 : () () () () () () () () () (
9		taken off; during the off-season, it was put		0	Standard and a standard and a	
0		hack on. Is that ownert?	13	-	apparent in the listings or did you?	
	2	I don't know as we started that way, but that's	23	A	지금 사람 수 가격에 관한 것 않는 것 않는 것 같아. 여행 방법 것	
2	n -	the way we have been obing it. Revents the -	12	0	가슴의 가슴에 많은 것이라. 15 cm 2 cm 1 mer 400 cm cm	
3		at least towards the end aryway. 1 don't	12	਼ੁਰੋ	understanding that there was namerous	
		helieve - I think we had it on mis all the	14		interested bases that would can visit the	
٩		time to start with.	15		property?	
5	2	김 가장에서 잘 알려진 한 것이 없는 것이 가지 않는 것 같아. 가지 않는 것이 많이 했다.	16	A		
	8	Do you consider what the listing price was in.	17			
7	1	2007 her for size. It was - 1 don't know for size.	i.	1	show the property?	
	7	I think it night have been the same as the 899,		A		
9			1000	0		
0		b.t.	23	*	was always present during these showings; is	
	0	So for ten years, it received at the same price?	22		that your recollection?	
	A	Yes, or close anyway.	23		M. SELARISON: Objection: form.	
	Q	And Mr. Iverson was responsible for coeffing the	10.00	0		
4		listing; canad2	25	*	and the contract of the set of th	
5	y	Yes. 17				19
	Q	And expertially patting the property on the	6	A	Yes, I baliawa so.	
z		motivat?	2	0	How many zeal estate transactions have you have	
	A	Yes.	3	je,	involved int	
	0	During this process, I assure Mr. Iverson had to	1	A	Real estate? Jiet, I sold by Landry bulking	
5	۰.	visit the prijects?	5		to an inibidual, Soft Sine.	
	A	Yes.	6	0	Did you use a Realtor?	
	Q	And each year Bryon was responsible for charging	3	A	No. I don't believe so.	
	•	the information on the listing if things		2	Have you ever sold a house?	
4		dward?		A	().05.00 (2)	
à		NR. 190ANDSON: Objection; fam.	H	0	How long have you lived at your current	
	0	ON MG. HENFORIET:) Is that fair?	11	1	zesidence?	
	Ă	I guess I would do improvements, and then I	12	A	Since 1980. It was built now.	
1	÷.	would let him know about them, or myte he would	13	0	And you've never hern involved as a real estate	
		ask me. I don't loos -	1.4	87	spect; connect?	
	0	Sm.	15	A		
	Ă	- how that work, but.	LE	0	When you have a small estate agent, is it fair to	
	ê	So if the property charged in any way, it was	17	(°	say that you as the seller would count on them	
a	÷.	your represibility to provide that infometion	Lē		for advice?	
9. 9.		to Mr. Teamar?	1.9	A	¥25.	
	A	Xs.	24	0	1 - 2012년 24일 전 10 11일 전 11일 전 12 12 12 12 12 12 12 12 12 12 12 12 12	
	2	And you did that?	21	8	consect?	
	A	XS.	22	A	Sas.	
	ê	I accure as the listing agent, in addition to	23		그 전쟁에서는 승규는 것 같아? 한 것 같아요. 그는 것 같아요. 이는 것 같아요.	
5	¥	visiting the property, he would ask you cantain	24	1	the seller would need to provide infometion to	
1						
N S		questions short its preparty; is that connect?	25		the sual estate agent; connect?	

1		2011	5 m 6 m	
		Yers.	1 0	Chay. But usually it was Bayan that would do
z	Q	And that was done in this instance over the span	2	this?
3		of templus years, was it not?	1 4	Yes.
4	y	Yes.	4 0	He ary scan an on the paperty?
5	8	In addition to you personally providing	5 A	13, a little over 13.
6		information to your seal estate agent,	6 0	(13 arms) the new inspectes?
7		Mr. Iverson also was present at the property	1.18	2005
в		hinself; connect?	E Q	One geotascart?
9	A	What do you mean?	9 A	Yes.
10	2	Well, he should the property numbers times	10 0	9 detailer
15	A	Yes.	LI A	Yes.
12	Q.	- ha =	11 0	Iny other ontbuildings?
13	A	Yes.	23 A	There's a significant the well house, a shed for
14	Ŷ	- was familiar with the property?	124	Laso novers.
15	A	Yes,	15 Q	And a living gauteen
16	2	And if there ware issues or pathlens or design	46 A	Au -
17		to the property, you would have told	17 Q	- connect?
28		Hr. Iverson; connect?	18 A	In the restaurant and bar, yes,
19	A	Yes.	23 Q	To living garters is in the metalment and
22	\$	Do you have any idea how many potential buyers	20	
21		viewed the property in the span of ten years?	21 義	Will, in the Deserver.
22	A	$80_{\rm V}$ I don't have a - I merty sultiple.	22 Q	Yesh. So when Hr. Iverson would show the
23	8	And if Mr. herson's bestinony has been that it	23	property, he had to be familiar with everything
24		was morphly 30 times that he should the	24	on the property; connect?
25		property, you'd have no resears to dissignee with	25	NR. ERINESDE Objection; fram.
		21	_	23
L		112	1	NEL MCCHEEN: Join.
2	A	No.	2	You can ansier, Keith.
3	0	Could it have been more?	3 A	1 — I gaesa,
ŧ				
	ā.	I doubt it was more but I	4 0	(BY MR. HEMOSIXY:) Well, I mean, isn't that
5	A Q	I doubt it was more but I So during this time frame where he shows the	* Q	fair, that if anshedy is trying to sell
5		이 같은 것 같은		
6		So during this time frame where he show the	3	fair, that if anshedy is trying to sell
6 7		So during this time from when he show the property moghly 30 times, explain to so has	2	fair, that if andendy is taying to sell annothing, they ought to be familiar with it? Well, I quess it depends on what "familiar with it" is. I man, he can't know everything.
6 7	Q	So during this time from stame he show the property roughly 30 times, explain to so how that process worked.	5 6 7 A	fair, that if andnoty is taying to sell anathing, they ought to be familiar with it? Well, I guess it deputs on what "familiar with it" is. I man, he can't know everything. Same. But you would expect him to be familiar
5789	Q	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, monally propir would metact him, but if	5 6 7 A 8	fair, that if andnoty is trying to sell something, they ought to be familiar with it? Well, I quess it deputs on what "familiar with it" is. I man, he can't know everything. Same. But you would expect him to be familiar with the ins and car's of the property in order
5 7 8 9 10	Q	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, monally propie would metact him, but if sumbody conjected me, then I would, you know,	3 6 7 A 9 Q	fair, that if andnoty is trying to sell something, they ought to be familiar with it? Well, I quess it depends on what "familiar with it" is. I man, he can't know everything. Same. But you would expect him to be familiar with the ins and carts of the pupperty in order to show a potential haper to try to consince
5 7 8 9 10 11	Q A	So during this time frame where he shows the property roughly 30 times, explain to as how that process worked. Well, monally propie would instact him, but if sumbody contacted me, then I would, you know, contact Reyen and say three's sumbody	5 6 7 A 9 9 Q 10	fair, that if andnoty is trying to sell something, they ought to be familiar with it? Well, I quess it deputs on what "familiar with it" is. I mean, he can't move everything. Same. But you would expect him to be familiar with the ins and outs of the property in order to show a potential baser to tay to construe then to hay it. That's fair, isn't it?
5 7 8 9 10 11 12	Q A	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, memally propie would method him, but if sumbody conjected me, then I would, you know, contact Bryon and say there's sumbody interested in hooking at the property, and.	5 6 7 8 8 9 9 18 11	fair, that if andnoty is trying to sell something, they ought to be familiar with it? Well, I quess it depends on what "familiar with it" is. I man, he can't know everything. Same. But you would expect him to be familiar with the ins and carts of the pupperty in order to show a potential haper to try to consince
8 7 8 7 8 7 8 7 8 1 1 1 1 2 1 3 1 1 1 1 2 1 3 1 1 2 1 3 1 1 2 1 3 1 2 1 3 1 2 1 3 1 3	2 A Q	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, monally people would methad him, but if sumbody contacted me, then I would, you know, contact Royan and say there's somebody interested in looking at the property, and. And then he would schedule a time —	5 7 R 9 10 11 12	fair, that if andnoty is trying to sell something, they ought to be familiar with it? Well, I quess it deputs on what "familiar with it" is. I mean, he can't move everything. Same. But you would expect him to be familiar with the ins and outs of the property in order to show a potential baser to tay to consince then to hay it. That's fair, isn't it?
6789011813 1811	Q A Q A	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, monally propie would metact him, but if sumbody contacted me, then I would, you know, contact Reyon and say there's stretcody interested in hooking at the property, and. And then he would schedule a time — To show it.	5 7 R 9 9 10 11 12 13	<pre>fair, that if andnoty is trying to sell sensitiving, they ought to be familiar with it? Well, I quess it deputs on what "familiar with it" is. I man, he can't know everything. Same. But you would espect him to be familiar with the ine and car's of the purperty in order to show a potential bager to try to consince them to hay it. That's fair, isn't it? NM. EXEMPLEN: Objection; form. Yes. (ME NM. HENDELEY:) And in order for</pre>
678901813415	9 A Q A Q	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, monally propie would motact him, but if sumbody contacted me, then I would, you know, contact Reyon and say there's samebody interested in looking at the property, and. And then he would schedule a time — To show it. — with —	5 7 R 8 9 Q 10 11 12 13 13 R	fair, that if andnoty is trying to sell something, they ought to be familiar with it? Well, I quess it deputs on what "familiar with it" is. I mere, be can't know everything. Same. But you would expect him to be familiar with the iss and arts of the property in order to show a potential bayer to tay to consists then to hay it. That's fair, iss't it? MS. EXAMPLEN: Objection; form. You.
	9 A Q A Q	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, monally propie would metact him, but if sumbody contacted me, then I would, you know, contact Reyon and say there's sumbody intermetad in looking at the property, and. And then he would schedule a time — To show it. — with — You'we got to lat an firish.	5 7 R 9 Q 10 11 12 13 R 13 13 R 13 Q	<pre>fair, that if andnoty is trying to sell sensitiving, they ought to be familiar with it? Well, I quess it deputs on what "familiar with it" is. I man, he can't know everything. Same. But you would expect him to be familiar with the ine and arts of the pupperty in order to show a potential baser to try to consinue them to hay it. That's fair, isn't it? NM. EXAMPLEN: Objection; form. Yes. (ME NM. HENDELEY:) And in order for</pre>
578901181341567	2 A 2 A 2 A	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, monally propie would metact him, but if sumbody contacted me, then I would, you know, contact Reyon and say there's somebody intermetad in looking at the property, and. And then he would schedule a time — To show it. — with — You'we got to last an firish. I'm sumy.	5 7 R 9 Q 18 11 12 13 R 15 Q 16	<pre>fair, that if andnoty is trying to sell something, they ought to be familiar with it? Well, I quess it depends on what "familiar with it" is. I man, he can't know everything. Same. But you would espect him to be familiar with the ins and arts of the puperty in order to show a potential bager to tay to consinue then to bay it. That's fair, isn't it? MS. ESUMISON Objection; form. You. (ME MS. HONDERY:) And in order for Mr. Ivarian to become familiar with this</pre>
	2 A Q A Q A Q A Q A Q	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, menally propie would market him, but if sumbody contacted me, then I would, you know, contact Reyon and say there's sumbody interested in hooking at the property, and. And then he would schedule a time — To show it. — with — You'we got to lat so firth. I'm sumy. I'm sumy. I'm sumy.	5 7 R 9 Q 10 11 12 13 R 13 13 R 14 15 15 15 15 15 15 15	<pre>fair, that if andmink is trying to sell annathing, they ought to be familiar with if? Well, I quess it depends on what "familiar with it" is. I man, he can't know everything. Same. But you would espect him to be familiar with the ins and cars of the puperty in order to show a potential hayer to tay to consince then to hay it. That's fair, isn't it? NG. ESLANSING Objection; form. Not. (WE NM. HENDELEY:) And in order for Mr. Formers to become Samiliar with thus extensive property, he had to learn it from</pre>
	2 A 2 A 2 A	So during this time frame where he shows the property roughly 30 times, explain to so how that process worked. Well, menally propie would market him, but if sumbody contacted me, then I would, you know, contact Reyon and say there's sumbody intermeted in hooking at the property, and. And then he would schedule a time — To show it. — with — You'we got to lat so firthsh. J'm sumy. Fr morry. We would schedule a time with you to	5 6 7 8 9 10 11 12 13 13 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15	<pre>fair, that if andmink is trying to sell annathing, they ought to be familiar with if? Well, I quess it depends on what "familiar with it" is. I man, he can't know everything. Same. But you would espect him to be familiar with the ins and cars of the puperty in order to show a potential hayer to tay to consince then to hay it. That's fair, isn't it? NS. ESLANSIN Chyaction; form. Now. (WE NM. HENDELEY:) And in order for Mr. Formon to become Semiliar with this extensive property, he had to learn it from acadedy; connect?</pre>
5 7 8 9 10 11 12 13 14 15 16 17 18 19 20	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	So during this time frame where he shows the property roughly 30 times, explain to me how that process worked. Well, memally people would methat him, but if sumbody contacted me, then I would, you know, centract Reyon and say three's semidody interested in hooking at the property, and. And then he would schedule a time — To show it. — with — You'we got to last no firsish. J's sumy. I's sumy. I's sumy. We would schedule a time with you to come out and show it? No. Normally I wan't in the showing bounde I was working.	5 7 R 9 9 10 11 12 13 R 15 15 17 18 10 10 10 10	<pre>fair, that if andmink is trying to sell annathing, they ought to be familiar with if? Well, I quess it depends on what "familiar with it" is. I man, he can't know everything. Same. But you would espect him to be familiar with the ins and cars of the puperty in order to show a potential hayer to tay to consince then to hay it. That's fair, isn't it? NS. EXAMISING Objection; form. Now. (WE NM. HENDER's) And in order for No. Fouriers to become Semiliar with this extensive property, he had to learn it frum acadedy; connect? I think most of the time he just would be there</pre>
5 7 8 9 10 11 8 10 11 8 10 11 8 10 11 8 10 11 8 10 11 8 10 11 8 10 11 8 10 11 8 10 11 10 11 8 10 11 11 8 10 11 11 8 10 11 11 8 10 11 11 11 11 11 11 11 11 11 11 11 11	2 A Q A Q A Q A Q A Q	So during this time frame where he shows the property roughly 30 times, explain to see how that process worked. Well, menally people would metact him, but if sumbody contacted me, then I would, you know, centect Reyes and say three's seredody interested in booking at the property, and. And then he would schedule a time — To show it. — with — You'we got to let us firsish. I's surry. I's surry. We would schedule a time with you to come out and show it? No. Normally I wan't in the showing bocause I was working. So you wouldn't participate in welking around	5 7 R 9 Q 10 11 12 13 R 15 R 15 15 15 15 15 15 15 15 15 15 15 15 15	<pre>fair, that if andmink is taying to sell annathing, they ought to be familiar with if? Well, I quess it deputs on what "familiar with it" is. I man, he can't move everything. Same. But you would espect him to be familiar with the ins and outs of the puppetty in order to show a potential hayer to tay to construct them to hay it. That's fair, isn't it? NM. EXAMPLEN: Objection; form. Not. (M. MM. HENDELEY:) And in order for Mr. Function to become Semiliar with this extensive property, he had to learn it frum acashedy; connect? I think met of the time he just would be there and take pictures of constituty new and</pre>
8 7 8 9 10 11 12 14 15 16 17 18 19 20 21 22 22	2 A Q A Q A Q A Q A Q A Q A Q	So during this time frame where he show the property roughly 30 times, explain to so how that process worked. Well, menally people would metact him, but if sumbody contacted me, then I would, you know, contact Reyon and say there's sembody interested in looking at the property, and. And then he would schedule a time - to show it. - with - You'we got to last no firish. I'm sumy. I'm sumy. I'm sumy. I'm sumy. We would schedule a time with you to come out and show it? No. Normally I went't in the showing bocuse I was working. So you wouldn't participate in welking second and showing a prospective hyper the comprome?	5 6 7 8 9 10 11 12 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15	<pre>fair, that if andmink is trying to sell annathing, they ought to be familiar with if? Well, I quess it deputs on what "familiar with it" is. I man, he can't move everything. Same. But you would espect him to be familiar with the ins and onts of the property in order to show a potential bager to try to construct them to hay it. That's fair, isn't it? NM. EXAMPLEN: Objection; form. Yes. (MY NM. HEARDERY!) And in order for Mr. Formers to become Semiliar with this extensive property, he had to learn it fruct acashedy; connect? I think met of the time he just would be there and take pictures of constiting new and Same. But =</pre>
8 7 8 9 10 11 12 14 15 16 17 18 19 20 21 22 22	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	So during this time frame where he shows the property roughly 30 times, explain to see how that process worked. Well, menally people would metact him, but if sumbody contacted me, then I would, you know, centect Reyes and say three's seredody interested in booking at the property, and. And then he would schedule a time — To show it. — with — You'we got to let us firsish. I's surry. I's surry. We would schedule a time with you to come out and show it? No. Normally I wan't in the showing bocause I was working. So you wouldn't participate in welking around	5 6 7 8 9 10 11 12 13 14 15 15 15 15 15 15 15 15 15 15	<pre>fair, that if andmink is taying to sell smathing, they ought to be familiar with it? Well, I quess it deputs on what "familiar with it" is. I man, he can't know everything. Same. But you would espect him to be familiar with the ins and arts of the pupperty in order to show a potential bager to tay to construct them to bay it. That's fair, isn't it? NM. EXAMPLEN: Objection; form. Yes. (M. MM. HENDELEY:) And in order for Mr. INGENELY:) he had to learn it frut accelerative property, he had to learn it frut accelerative property. I trink met of the time he just would be there and take pictures of screeting new and Same. But = That's kind of how it went.</pre>

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As far as farily, that's - seil, probably -А sell it; right? 1 no, that's not true. Bridship some of my I guess I don't understand what you're trying to 2 2 4 blogest help was ny parenta, Dave and Gloria 1 concy. 3 Orign. Well, if I was trying to sell a property that I 4 0 Dave? wasn't familiar with and I didh't own, I would 5 0 5 Thicks. learn from the owner of how things worked. In i A 6 Dave. And what was your non's rame? 1 0 that what happened here? 2 8 A Gloria. Yes, I imagine. 8 A Gloria. So this we kind of a family havines? \$ During this ten-year span, has sould you 0 9 0 Yes. But nost of then have got their own 10 х communicate with Hr. Eveneer? New it phone 10 careers and things, you know. They are not h: culls? 11 12 really involved as much anyrore. Was, I think it would be pretty such all prone 12 8 Some. But they would know information and 13 ٥ calls. 13 knowledge about cartain inprovements, how the E-mils? h4 14 Q comparent functioned, things like that? hś I = m. Not such with me. 15 8 15 A. Vec. Is it possible there could be some e-sail. 16 0 Did your wife have a particular didy? Did she hr C (exception section) 12 handle a certain thing that you dich't handle hε I den't think so hat mybe. 18 Å and vice verse? h9 Guy. How about test messages? 13 0 She did all the bookseeping. 20 A Fossibly sore text messages. I chn't know. 20 A And montrations? 21 0 In addition to you providing information about 21 Ô. 22 A Mrs. your compared to Mr. Tweesen in order for him 22 Authing busides the bookkeeping? 2) 0 to learn it so he could sell it, was there ever 23 I neer, she's worked up there in the restaurant A 19 a time that Mr. Iverson made accessions to you 24 25 and bar, but. on how to better now your property, merring 25 27 25 M. HURDERY: And John, do you have a copy т sel1 102 х of all the depo additions that have all been 2 I don't - I don't believe so. 2 % entered? 3 He dich't asks say business acquestions? 3 0 NR. MODET: Right here. If he did, I din't - I don't remember than. It ż 4 8 NR. HENEDELEN: We can take a quick break. 5 was ny businers. 5 (Brief pares was taken.) Bure. During the 13 years that you owned the ¢ 6 o (BY MR. HEARDERS:) You've got the estimates in property and you worked it up, I assume it 7 0 2 front of you, Maith. Would you just turn to wasn't just you, there were others involved? a 6 Edihit 1. And this is the purchase aground; ł, Yes. Family. 8 A curset? 14 Who was that? 10 0 IL A Ves. Well, originally it was ny ducitar Alicia 11 & And on the second page theme, it's signed by my 12 ۵ and - presity such all my kicks. They were young 17 clients and you as the president of the outputy 13 then, you know. £1 an April 27, 2017; append? 14 \$.26. 14 0 15 A New: Micia, shat's her last new? 15 11 0 Outy. It's Gram. 16 1 (Deposition Reddhit 17 was 17 Guy. Awars dim? 17 0 marked for identification.] 18 Millings. 10 8 (BY MR. HEARDEREY:) Daks a look at that for mo. Is that still Grim? 15 0 19 0 Mi. ERLANDER: Do you have an extra one? 24 No. It's Berhura. 20 A 71 MR. HENDELEY: Yep. 21 0 Anyone eise? 22 MR. NOORSY: This was 18 then? Well, my wife has been involved, Shelly Grim. 22 A M. EXPLICAT: 17. 23 So it was kind of a -23 Q MR. NODEY: 17, I'm surry. Join Grinn, Tyler Grinn, 21 24 A (BY MR. HEARDELEY:) Have you ever even this 25 0 Guy. Ayone else? 25 0 28 26

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know what you call it, but yes. 1 dramment hefers? And then under se Section II, Number 1 requires I don't believe so. Q 2 A the disclosure of water penetration publies in To you generally understand what a Seller's 3 0 wills, windows, dours, besenent, or cracispace. Property Condition Disclosure Statement is? 6 Do you see that? files. 5 A I appose you don't. You've never sold a house, ş k Yest. 60 Also magnines a disclosure of water damage ¢ right? Ť related pepairs. 8 I R Right. Did you ever have any discussion with Do you see that? 3 9 0 10 A Yes. Hr. Iverson regarding a disclosure statement? 55 And Number 10: Any past or present damage to 11 0 11 0 bb. the property, which includes floods. 12 Bacause you'd lasse that up to him on whether or 12 0 Do you see that? 13 not one is required? 11 14 ă. Yee. 14 R New. If you'd flip to the next page, there's a list 0 Test's part of the mean sky you him a mal hs 15 0 have, as Systems Dilities Information One of 11 estate agent: connect? 36 then includes the use of a sup pup; night? 17 Right. 13 R am oup is highlighted. b) A-And I know you're not familiar with it, but just 18 0 Yep. And on Reserious Conditions there are a generally, Neith, do you understand the purpose hì 0 19 name of disclosure that need to be sade, 20 of a property displosure statisent? 21 including the existence of mold: connect? 21 I assure that it's all about issues with the 25 R. 22 h Yes, canopeured or the property. 22 23 And then on the very last page, Neith, under Q. Size. Issues that may affect a haven's 23 0 Miscallaneous Information, Number 11, is kird of checision, potential bayer's decision to bay; 21 24 a catchnall of any other natural facts or 23 connect? 25 33 79 pathless that have not been disclosed on this 1 8 Yes. form. Do you see that? And I want you to go down to Naber 6, and this 2 0 form requires the disclosure of any problems 3 h Yes. э And because you've never seen this form before. milated to establishing lot lines or boundaries; ŧ Ô. 5 this was never cospleted for my client's review; current? 5 connect? x Yes. ÷ k Number 10, the disclosure of pending litigation, 7 Yes. A 2 0 And would you agoes with me that heating a Q functionare, aming, huilding orde or 3 à partian of your building or your parking lot \$ metrictive council violation notices, 3 within the night-of-way would be a problem ascharic's liers, julgents, special 13 tă. related to lot lines and bourdaries? hi. n assessments, soning changes, or changes that MR. EPLANERN: Objection form. hr. could affect your property. 12 11 A Yes. Do you see that? 13 (BI MR. HENDELEY:) Would you agree with me 11 0 11 8 Yes. that outs violations requiring the firs pits on 19, on the second page: The soller is required 15 15 ٥ the categorand scald be related to carpent or 15 to disclose whother the property is lossted near 15 parting soning only or sestrictive coverent h2 s floodplain - I's sony - in or near a 17 violations? ha flooplain. 18 MR. NONEY: Objectiony calls for a legal On Number 19. h a 19 20 marchaston. (Parse - Mitness reading.) Was, it is. 20 A 21 Subject to that, you can maker-Yee, the property is, or yee, that's - you 21 0 22 MR. EFLANDSON: Joint: advoidadan that's there? 22 I was never not pussitted to have fire plits 23 h I acimulation that. 23 A over. I was penditted every year that they Is Wild Bill's in or near a floothiair? bi 21 0 2.5 inspected. there see a flood study or plan - ur, I can't 21 A

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37

1000				and the second
1 0		1		2. I don't thick the pages are maintened, but
2	And then, of course, you indicated the	2		under Description of Property, it has a number
3	componenti was loosted within a floodplain.	3		of builtet points. And about three-quarters of
4	That would have been covered by this disclosure	1		the way down it says: Living quarters.
5	statement; commet?	3		Correct9
6	MR. ERLANESCH: Objections form.	5	A	Yes.
A C	Don't know.	2	Q	And the living quarters were located in the
1 0	(EV MR. HERRIELEY:) Bryon Indexen name			homent of the network?
	informed you to fill one of them out, did he?	9	ħ	Yon.
A 41		1)	0	And what does that mean to you? What does
11 0	He there over any discussion wistoower between	11		"Living quarters" mean to you?
12	the bac of you requiring a property disclosure	12	h	Nell, for me it was a place to sleep.
13	statutor:?	13	Q	And prior to the sele, there had been times that
A N	No.	14		someone, in fact, did live them; connect?
15 0		15	A	Yesh, Idid.
16	ene out, you would have, washin't you?	1.6	8	Nycce also?
11 A	이 같은 (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	17	A	I leased the matazant to Branks Poesley.
11 0	21 전 전 전 등 2	2.8	Q	жı
19	client would have been note sears of a number of	2.9	A	And - but I leaved the restaurant and bir to
20	issues with the expressed?	22-		him, and he just moved in.
21	MR. ERLARZEDI: Objection; form.	21	Q	He lived in the living quictant?
22 A	I can just say I doubt it, because he didn't	22	A	Yes.
23	want to look at anything. He did not cape what	23	2	Nes there a gay ranzel Red? A hired men, so to
24	the place was -	24		apaak?
25 0	ET M. EMOSEY:) That wan't by question,	25	λ	Yep.
	3		28	35
1	Nex th.	1	Q	And did Bad live in the living queters at one
2 1	Well.	5		tiae?
2 0	If you ware required to fill out a disclosure	3	A	Only after they purchased it was when he moved
4	statement, Dane and Halody Resington would have	4		in there.
5	been sade means in writing, on paper, of a	1	0	But was already working for you; right?
6	number of the issues with the component that	6	x	Ves. He quit his job to come to work for me.
7	are owered within this statement; connect?	1	٥	And before the sale, your testimmy is that he
1 A	¥8.	8		never lived in the living quarters?
5	MR. NODEY: Same dejection.	9	A	Right, Tes.
н	MR. EXEMPLECE: Join.	00	0	Anyone also throughout the 13 years you aparated
15 0	(ET NR. HEFELELET:) We already kind of talked	11		this coopground that scaabody lived in the
12	shout this, and I think your testimony was that.	02		living gastes?
13	the listing that we used for this particular	13	۸	What's that?
14	transaction, you had some input on what same	14	Q	Anyone else besides Brandon Presiley and Red -
15	included in the listing: is that right?	15		what's Red's last new?
11 A	승규가, 한 번째 바라가 가지 않는 것 같은 것 같은 것 같아요.	16	A	It's Anthony Brith.
0 0		11	٥	Oury. I'm sourcy. Anyone else bosides Anthony
A B	I don't know if I reviewed it but, I man, I'm	a.e		Smith, Hoardon Possiley that had lived in the
15	sure 1 gave information to Bryan, and Bryan put.	19		living quarters during that time period from
24	it on his listing. I didn't doerwe his	20		when you purchased it to when you sold it?
21	Hatting, I meen	21	A	Ny fanily, ny dauphon.
22 0	(hay. So at no time ht. Iverson didn't show you	22	Q	Bafere you purchased it, was there always a
22	the listing and say, Does that look all right?	23		living querters?
A #	I dan't know.	21	A	The peavious owners lived there. I man, they
10.08-		25		lived there.
25 Q	And turn to Exhibit 6 in that book, please, page 34	25		lived there.

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1	Q	So you clich't have to munochi to haild a living	1		sinilar arrangeset?	
2		quartanne, it was already thann?	2	Λ	9b.	
3	ð.	Well, it's - it was rooms. That's all it is,	3	0	Neith, ano you familiar with a right-of-way	
4		ia roms.	4		violation?	
5	Q	Quay. Now I want you to go to the last page of	5	A	As far as the corner of the diol?	
6		Exhibit 6. And the property was attentised, as	E	\$	Yeeh. Just in general, are you familiar with	
7		we know, with living quarters. But also there	3		what that more?	
8		were pictures in the listing with a kitcher,	1	A	Yes.	
9		storage and laundry mon, an office/bedroon, and	5	Q	And have you ever been notified prior to this	
Q.		a full hath. San that?	14		sale that my portion of Wild Bill's was	
1	h	Yos.	11		ercmathing on the night-of-way?	
2	Q	And that's annuals, isn't it?	12	A	Yes.	
3	A	809-	33	0	Wer?	
4	Q	So it's more then just mous?	31	A	I don't know. When I received a letter stating	
5	h	Yes.	11		that the corner of the deck was in the mad	
6	Q	What time partical did you leave the pestament to	16		right-of-sey.	
7	-00	Fearchr/?	17	Q	Wro sent you the letter?	
18	A	It was never an official leave. It was just	ps.	A	State DE, 1 beliese. I don't know the person	
9		kind of he cane in and I don't remember.	19		ac	
0		It was probably a four four- or five-nonth	20	Q	Just are notice or mitiple notices?	
1		period.	F1	A	ligit are notice.	
77	2	Did you have a valitten lesse sprement?	22	Q	What did you do in mappings to that notice?	
3	A	to.	23	A	On it was supposed to be completed, I helieve,	
4	Q	So to lease the metazzent, seening he operated	24		in Ottober of "IT.	
5	36	the metacowt?	23	Q	What was supposed to be coupleded?	
		37			39	_
1	A	Yes. And bec.	t	A	The conner of the deck had to be taken off.	
2	0	What was your agreement with him?	3	0	And you sold it in May?	
3	R	I balieve it was \$1,000 a month and five percent	3	A	Us-huh.	
ŧ.		of sales.	1	Q	I'll show you the notice. It's Edubit 7, if	
5	Q	What year was this?	5		you want to flip to it.	
6	A	*)6. 2016.	E		Is this the latter you're referring to?	
7	Q	Prior to that, had you leased the metazont and	3	A	Yes, 1 helfeve so.	
8		bar to aryone alse?	1	9	And it's dated November 9, 2016?	
	ħ.	His Josh updad for no for a sumer, art he	9	A	Clony, And that deck had to be - that had to be	
200	100	wanted to try to run it that winter and it	22		fizeri October 1, 2017. Yanh, right there.	
0				1.100	So by May of 2017, nothing had been fixed?	
		didh't work out either. Sam kind of	81	0	So by ray or zors, recently ran cash come	
1		clich't work out either. Sam kind of accurgment.		A	No.	
1	Q				부분한 구성적 방법에 여러 가장 것은 감독을 가지고 하는 것이다.	
1 2 3	-	arrangement.	12	A	No. The deck was still in violation? Nos.	
1 2 3	-	arrunganent. Joeko	32 13	A Q	No. The deck was still in violation? Nos. Ion't it also toge that the DOT informed you	
1 2 3 4 5	A	arrangement. Joshi I can't think of what his last name 18 mow.	12 13 14	AQA	No. The deck was still in violation? Nos.	
1 2 3 4 5 4	A Q	arrangement. Josh7 I can't think of what his last name is now. So that was also a four- to five-month pariod,	12 13 14 13	AQA	No. The deck was still in violation? Nos. Ion't it also toge that the DOT informed you	
1 2 3 4 5 6 7	A Q A	arrangement. Josh? I can't think of what his last none is now. So that was also a four- to five-month pariod, similar terms?	12 13 14 15 16	AQA	No. The deck was still in violation? Nos. Isn't it also true that the DOT informed you that part of the parking lot was within the might-of-way? No.	
123455	A Q A Q	arrangement. Josh7 I can't think of what his last more is now. So that was also a four- to five-month period, aimilar terms? Yosh. J don't think it even made it that long.	12 13 14 16 17	AQAQ	No. The deck was still in violation? Nos. Isn't it also true that the DOT informed you that part of the parking lot was within the night-of-way?	
1 2 3 4 5 4 7 8	A Q A Q	arrangement. Josh7 I can't think of what his last more is now. So that was also a four- to five-month pariod, similar tenne? Noch. I don't think it even node it that long. Nod he tried to non it in the winter?	12 13 14 15 16 16 11	A Q A Q A	No. The deck was still in violation? Nos. Isn't it also true that the DOT informed you that part of the parking lot was within the might-of-way? No.	
16 17 18	А Q А Q А Q	arrangement. Josh7 I can't think of what his last none is now. So that was also a four- to five-month pariod, similar terms? Noch. I don't think it even node it that long. And he tried to non it in the winter? Yosh.	12 13 14 16 11 19 20	A Q A Q A	No. The deck was still in violation? No. You never notified my clients of this DOT Letter, did you? No.	
11 12 13 14 15 16 17 18 19 20	А Q А Q А Q А Q А	arrangement. Josh7 I can't think of what his last more is now. So that was also a four- to five-month pariod, similar terms? Yosh. I don't think it even node it that king. And he tried to nam it in the winter? Yosh. That is peckably why?	12 13 14 16 11 19 20	AQAQ AQ A	No. The deck was still in violation? Nos. Ion't it also toos that the DOT informed you that part of the porking lot was within the might-of-way? No. You never notified by clients of this DOT Letter, did you? No. You never notified by clients that part of the	
	A Q A Q A Q A Q	arrangement. Josh? I can't think of what his last more is now. So that was also a four- to five-month pariod, similar terms? Yosh. I don't think in even node it that king. And he tried to can it in the winter? Yosh. West's peckekly why? Hell	12 13 14 16 16 11 18 19 20 21	AQAQ AQ AQ	No. The deck was still in violation? No. You never notified my clients of this DOT Letter, did you? No.	
	A Q A Q A Q A Q	arrangement. Josh? I can't think of what his last more is now. So that was also a four- to five-month pariod, similar tesos? Yosh. I don't think in even node it that king. And he tried to non it in the winter? Yosh. That 's pechably why? Hell What year was that?	12 13 14 15 16 17 19 20 21 21 21	AQAQ AQ AQ	No. The deck was still in violation? Nos. Ion't it also toos that the DOT informed you that part of the porking lot was within the might-of-way? No. You never notified by clients of this DOT Letter, did you? No. You never notified by clients that part of the	

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Insectation? And you understand that having to serve a 1 0 3 a. 14. portion of the deck is costly? ž thid he know about it in any fashion? 1 2 No. 3 8 MR. WODEY: Objectiony foundation. Well, it costs array, doesn't it? ŧ 4 0 MR. STEANERN: Same. No. I recoved it. 5 A Not that I know of. 6 A What did you do to serve it? 6 0 (BT MR. HENDELEY:) If Mr. Iverson would have 2 Out the corner off and put it back together with 7 7 A presented you with a property disclosure the materials that were there. £ * statement, than you would have notified him; is Did you notify the packing Lot? 9 9 Q that night? ĥε 10 Å No. MR. MCDEY: thriectiony from and foundation. hì Rese you been contacted by the Department of 11 0 MR. SELANDSIN: Join. 1.2 Desepartation since November 9, 2016? 12 13 A Yes -13 Å. Mr. MR. NOOMEN: Subject to that, you can Ito you have any pictures or documentation of ka, 14 0 answer. 35 when you complised with this lotter? 15 - I'n save I would have. 36 A I don't have any documentation but it would have 16 Å ONY MR. HEARDELEY:) We've talked about - is it heen petihobly in May of 118. 11 0 17 Brenden or Brancin Presiley? þ٤ Did you mepord and contact the DOP to let then 18 G 19 A Brantin. know it had been fired? 19 And he leased the matmanent from you, and at bo. Ô 20 A Mr. one point lived in the living quarters? Are you mane that a violation of this federal 21 21 0 22 A Yesh. sigulation can subject an owner to finos? 22 He's inducted that the basenent flooded each 20 0 Mrs. 28 A year. Is that accurate? Whether or not a portion of the structure was 24 24 0 by first question, shot do you men by 25 h within the night-of-way could affect someonly's 26 43 81 Winner? Is that focus of water or a damp 1 decision to purchase a property, couldn't it? 1 comer or. NR. ERLANDED: Objection: form. ź 2 Preserve of selar. 3 0 NR. NONEY: Objections foundation. 3 It has damp conners, but as fac as presence of Such a minibe thing that it... 4 A 4 8 wher starting or anything, to. (It has a has (BY NR. HEARDELEY:) Sime. But pursuant to 5 0 5 other water in at reduce from the any solt. South Dakota law and this Saller's Property 4 1 from the monthy pailing it apping the chor. Discherre Staturert, an issue like your deck 7 they scaled play at up analysis. the function, 5 being in the right of very is sequined to be 8 Bo St. Bas had standing water in the beauart? 5 0 disclosed? a hot standing water. Water can day the steps 14 ÷. NR. MODEY: Chjection; calls for a legal 10 into the hellism: 11 enclosion. 11 And thus occurred on a yearly bests? 12 0 Subject to that, you can answer. 12 13 4 tos MR. ERLAWISON: Joan. 13 Wet your did it com? 14 0 West uss the question again? AH Well, when Reanton Possiloy was three, there was (NY MR. HEAFORIEST:) The issue with the 15 A 15 0 water in the basement one time that I know of. right-of-way, the notice from the Department of hs. 16 Other than that, maybe one other time when 17 Transportation, present to this disclosure 17 the - they placed the snow up against the hi statement that we want through, that must be 18 hallding. That was a hig issue. disclosed to any potential bayer? h i 19 How short a mold issue, was them over any mold MR. NOONEN: Same objection. 21 0 20 21 in the basement? MEL ERIAMERCH: Join. 21 22 A Yes, I'm sare there is. I can't know acthing about a disclosure, but I 22 A During the time that you operated this, did you 23 Q should have told litere. 23 do anything to mandy the sold situation? 51 BY MR. MENORIZY:) Did you infom Mr. Decisio 21 0 We put - you rear, as far as stupping the water of this notice from the Department of 25 A 25 42

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APP. 110

1		peoklem.or?	11	A.	It worked for a little while when we first	
2	Q	Both.	2		hought it. But it's been discernected and taken	
	h.	We put gutters on the building and tried to num	3		out for years.	
4	2	the water away from the building.		Q	When was it disconnected and taken out?	
5	Q	But there was a presence of mild in the building	\$	x	I don't years ago,	
6		prior to the sale?	5	2	Give me an approximation, if you can.	
Ŧ	A	I never serv in wants for weld. I - but sour	2	A	Probably] don't know when the last time it	
8		Dan likely, spikely, yes	8		Norked. Years ago.	
9	9	faid you infast Boys, Iwaran of this?	3	Ŷ	So it's them, it's just not working?	
	3	861)	2.3	A	I — it's — it's not plugged in or it's not	
	0	Would the water flooding perstustion cour in	14		inclusi to power. It's not - it doesn't have a	
12	3	the spring?	12		say to purp anywhere. It's not builed up.	
	h	Recally cherever there was a reastive hard rain	10	8	Oray. But it's there?	
34	÷.	would be shonever there would be an innue. T	1.4	h	I'm not even sume if it's there yet or not, to	
15		7900	1.5		tell you the truth.	
16	Q	So it would - it could be settine, really?	LA	Q	When you sold -	
17	à	But I don't know where the information cane that	1.7	R.	I'd have to look.	
18	<u> </u>	this thing theses every spring, because the only	28	0	Wan you sold the property, there as a sup-	
15		person that's been there every spring is no.	44		pump there, wasn't there?	
20		None of these other gays have been there for	20	R	I don't know if the samp pump is there or not.	
21		more then a few months.	21	٥	So your testimony is that while you agree there	
22	Q	Dich't Mr. human ever show the property in the	22		was water paratration, it was never standing	
23	*	speing	21		weter requiring emotorly to put their belongings	
	x	l insging, 3 don't know.	24		on blacks?	
100	2	so in addition to the spring, this issue could	25	A	No. When - shen Bryon - or Brandon Preslay	
	*	45		25	AND	47
1		happen during a leavy zain in the sumer as	1		was there, it got wet, yes. It got wet, and he	
2		well?	2		did put his couch on blocks, 1 believe.	
	ъ	We had as much rain this last your as her been	3	0	So these was standing water payaining Roardin.	
4		en record for years, and se didn't have any	4	9	President to put his possessions on blocks. You	
s		flooting in the beauent.	5		HOLD MADE OF USE?	
	Q	Sure. Bri your testimory was that anytime a	E	A	Yes.	
7		heavy sain happened, this could happen. And my	7	0	These issues were never disclosed to sy client;	
		question is, it didn't just happen in the	8		conset?	
9		appring, it could also happen in the sumer. Is		A	No.	
10		that accurate?	14	0	An I outrect?	
11		NR. ERIPHISON: Objections form.	11	A.	YOU're connect. No, they were not.	
12		It wasn't like it happened all the time. It	12	0	And you understand that sold can be a herauchus	
13		didh't happen, you know. You might get some	13	1	condition as is listed in Edubit 17?	
16		dappess in the canter of the building, you	18		MR. DELANDSCH: Objection: form.	
15		know. It dish't flood	15		MR. MCONEY: Calls for a legal conclusion:	
	٥	BY NR. BENRDELS:) But you did acknowledge	11		lack of foundation.	
17	_	there was mild issue?	15	٥	(BY MR. HEARDELEY:) If you don't know, that's	
	A	I - I would say there probably is. I didn't	2.5	10.	fire. But would you agree that maid can be a	
15		look for rold.	13		hearing andition?	
20	Q	You also used a sup pup in the busenet.	24	A	1 guess it can be. It's	
21	٠	encode?	21	Q	And the presence of mald oer sake a property	
22	٨	No. No. I did not.	22		none difficult to sell; is that fair?	
23	0	Never word a sup pup?	23	A	I would imagine, yes.	
24	ň.	The sump pump was put in by the former owner.	24	0	And the presence of sold one stifect a potential	
	0	And you maker used it?	25		layer's decision to purchase a perticular	
2.4			e 111			48

		DEPOSITION	OF:	K	SITH GRIMM	49-5
1		tobe #o	1	Q	(BY MR. HEWESERY:) Whilch't that be scatthing	
2		MR. NODEY: Objection; foundation.	2		you'd tall your Realtor to advertise to try to	
3		MR. EXEMPSON: Join.	3		sell the place'	
Ċ.	R.	I would imagine, yes.	4	A	I don't beliese I did, but.	
5 ((BY 16. HEWOELEY:) Prior to the sale, Naith,	1	2	But you could have?	
	ē.,	did you do any construction work or resudaling	6	A	I could have, yes.	
2		to the walls in the basepart?	1	0	Itid you hive argone also out to complete the	
	A.	Yes.	1		work or was it just you	
		What was dona?	3	A	No.	
2		Took the one norm, we took the bottom four feet.	20	Q	- end your factor?	34
1		off of the walks, the concrete - the block	22	A	No and my father.	
2		sails. Report the existing reterials there.	22		(Deposition Eshibit 19 was	
J (6	Wat - and I'm many to interrupt you. Wat	13		suched for identification.)	
	*	were the materials. Was it Stating?	14	0	(BY HR. BENEDELEY:) I'm going to show you	
5	2	No. It was - well, yest, it was Shortmark, but.	as.	<u> </u>	Exhibit 18, Maith. I applogize, these pictures	
6	n	it had what do you went to call it	he		aren't the grantest, but this packet includes	
	~	Realing?	17		photographs of various places in the bosmant.	
1		80. There was just nailets for putting, you	18	A	Okary.	
	•	know, the - the Streetwork was on there.	13	132	Gay, And I just want you to flip through that.	
3	2		20	A	[Rume - Witness meeting.] Owy.	
3.1	- 12	like a -	21		Might be hard to tall, but does that look to you	
1 .		Nations on the block.	22	*	to be protographe of the basement that we're	
2 1		So like -	(2)		talking sbut?	
3 .		Smething to attach to.			I believe sc, yes.	
4	100	like a stick-hullt stuf wall?	28	A	And I ballows that these photographs ware	
5	λ	Bo. It wasn't a sturi wall. It was just, you 49	25	*	All I benne the one proppin and	51
1	-	know, like one-by-mass on there, weybe	L		distained when walls had to be randed and	
2		tuo-los-tuos.	2		Hr. Resington discovered these issues.	
3 1		So you manued the hottom four feet of the walls	2	A] don't believe he removed any salls.	
	5	and replaced it with whet?	4	2	Well, how else would be obtain - first of all,	
5	A	With - I believe we put plywood. We put on	5		in your opinion, do these photographs, at least	
E.		new - new nailers, put plywood on, and then put.	5		some of them, depict sold?	
7		paneling an.	3		MR. NCNEY: Objection; form, foundation.	
	0	Wood penaling?	1		MR. ERLANDSCH: Join.	
	-	36.	1	٨	Yes.	
		When you did - did you parsonally do this work?	29	0	(BY MR. HEARDELEY:) Well, at the time my	
		He and sy father.	21	1	clients looked at the property, that's not what	
2 (When you completed this work, did you action	32		the walls looked like, was it?	
3	×	ndd on the Restand?	13		Yes. I never charged those. These are things	
	8	Tes.	64	800	that never got reduce and finished.	
		Han was this construction started, completes?	15	0	So it's your testinory that the walls looked	
5.1	- T	It was completed sometime during the warter-	16		like this prior to sy client, visiting the	
÷ .		27.25 (2)	67		property and he say these?	
1	- 10	OF? Of, let's see, it would be '16, prior to solling	18	٨	He never viewed arything.	
	6		19		So if my client were to textify that he	
9		the compound.	20		discovered there by peroving portions of the	
0.4	8	And I assume you notified bit. Iverson of the	61		walls, you would disagree with that?	
3		work you were doing and the improvement to the	1.1		I would disagree with thet, yes. I - unless he	
2		buanart?	22			
13	35	NR. HALANLEON: Objection; four-	23		pit then tack. In any event, you rever disclosed the vetex or	
κ.	A	I don't holieve I did. I don't know for sure,	14	0	the mold issues to Mr. Penington?	
15		hat I don't think I did.	25		THE DELIGIT ADDRESS OF CALL COMMUNICATION	

APP. 112

49-52

33

A Yos: No. 2 6 And if thet warm the case, that would be And the listing that we talked about also 2 Q 1 0 misleding, wouldn't it? indicated that you had bridges that were 3 3 MR. HELMISTR: Childrentions form. mhailt? 4 MR. MONEY: Horry join. 3 Yes: 5 A I quess - I dn't know. 4 A Is it too huides? 60 (BY MR. HEWRIGEY:) Chuld be mishesting? Two drive bridges and three walk bridges. 7 ٥ 1 6 MR. MINEY: Sam objection. When were they rehable? 1 0 I don't think on pursues. 9 A I would say the one was seven, eight years. The 5 A (BY MR. HENDERY!) SIDD. other one was before that, so maybe mine, ten bo Q 38 I mean, if you buy a new car, you call it your h A veers possibly. 15 So they were minuit seven and nice years indexe h2 new one. 17 Q Wall, if you buy a new ose and you find out it's 13 Q the sale? 13 seven years old, it's not a new car, is it? 14 One was new ge- - wasn't an existing bridge. 14 R. 125. \$5 K The old existing bridge is still than, It's 15 And advertising it as such would be misleading? ha 0 26 test 3 Okay. Let us try to understand this. So one 47 A (FSLIGE.) 13 0 ha Q Right? drive bridge was minilt seven years prior to 18 You. the sale; comect? 14 A 35 So the listing was controlled by Mr. Decran -20 0 See. 51 A 21 8 THE: And then the other drive bridge -2 0 - throughout all these years? Wes built beard new. I mean, it wasn't an 21 0 22 A 23 6 Yes existing one where it's at. 23 And he had an chlightion to undate the listing, That was built nine years prior to the sala? 21 0 71 0 didn't he? þε See, approximately around there. 25 R 15 53 MR. NONEY: Dijections calls for a legal Nall, seven and mine years paint to May of 2017, 1 0 conclusion. said you consider that nee? 2 MR. EPUNERON: Join. West, do you mean? J A MS. NONEY: Speculative, form Nall, the preparty was advertised as having two 4 ٥ (H' MR. HEADELEY:) Those gays dan't like the Q. briches that were widered and minilt. 5 肉 went "obligation." inficating that this just recently consued -÷ Would you have expected him to update the MR. ERLAWERCH: Objectiony misstatus the 5 listing to be accessed morrent. 3 In my mind, we built the new bridge and it was a (BY MR. HERRIELY:) - would you agree? . A 9 ö ney bridge. I man, yeah, I can see where it NR. HODEN: Join. 58 could be possibly visiteding. I'm quessing when they were listed, they were 11 A But I would have called it the new bridge nev. 12 (EY MR. HEMICELEY:) So the listing never because it was a new bridge. 13 0 In you understand that, I believe on zone than 0 deried from the time they were rebuilt and put 1 14 one constion, while my clients operated the in board ran? 15 cappened, a actuations fell through the bridge? I an't inst. 16 8 I heard of thet. They never informed are of 3 17 And if that were the case, a prospective haver А 0 that. I never - ndxdy told we of that. in 2017 could conclude that these two drive 18 So when you took the property back, the bridge 4 0 bridges were just mountly built, even though 19 had already been repaired? the listing hadn't changed in tan yours? 22 20 MR. SOCHEY: Objectiony foundation. 21 A No. 21 Thuse still was a hole in it? 22 0 ME. EPLANEBON: John. 22 Veg. 23 A I don't know. 23 A So there was some instance where a vehicle fell (RY MR. HENREEZY:) If it were the case that 24 0 21 0 through the bridge? 25 they nece rever updated? 25 56 54

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	DEPOSITION C	正 :	K	EITH GRIMM	57-60
1 8	I don't know what happened to the bridge.	1	A	Nes. Soudody - well, unless it was meteriale	
2	That's a good question. I'd like to know what	2		laying around these. I don't know. Doesn't	
2	happened to the bridge.	3		look like it's anything toand new.	
4	(Deposition Behibit 19 was	1	é	Well, you'd agree with me that not only do	
5	respect for inputification.)	5		materials cost money, but time costs money.	
6	MR. EPERADSCH: Miley, when it's conversiont,	E		Would you agree with thet?	
7	can we take a two-minute deal?	3	A	Yesh.	
E	MR. HENFOREY: Wash. Sure. Can I just get			MR. BEARUISLEY: We can take a break.	
9	through this guick?	5		MR. EFIADEODE Thanks.	
10	MR. ENCHERIN: Same.	15		dirief recess was taken.)	
11 0	(BY HR. HENROSIEY:) Neith, those are some	11.	0	(BY MR. HEARDELEY:) Neith, prior to the sale,	
12	photographs of either one or two bridges, I	32	£	did you over have my issues with the fire	
12	mally can't tell. But this first photo, was	23		nearies) amounting the fire pits?	
14	this the work that was done by you and your	10.5	A	They would come around and inspect, and if we	
15	father, or was this to patch up the hole?	35		mediai to do surething, maybe usually put sure	
16 8	That's to reach up the hole. That, we did not	16		gravel around the pits, anshor then down. But	
17	d).	21		we wave always permitted. He mover mover	
15 0	So by the time you took the property back, the	30		permitted us.	
16 ¥	he was, in fact, patriad up and firm?	19	9	Do you manaker what's mappined for gravel, the	
	This is what it looked like when we care.	20		mant of gravel around a pat?	
A B	Bo it was fixed. Now a vehicle can drive over	1.00	A	I think it was more of being a certain distance	
21 Q		22		from the traces, I don't resember, NO, 15 feet	
12	it? No. Becant there was a hole, which is right	23		or something from the trees. Growal, anybe a	
82 Å	승규가 가는 것이 많은 것을 얻을 때 것이 많은 것이 많은 것이 것이 가지 않는 것이 같이 많이	24		couple feet acound it, yoo know, a ring or	
24	here, I helieve, right beside that.	25		something.	
25	MR. NCONEY: Neath, intentify what page 57	ſ			58
1	yes're talking about, please. Rege 27	1		But the problem is, we would anchor them	
2.8	Yes, the second page - well, there's a couple	2		tion, and people would rip then up and now	
3	pictures here, two and there.	3		then. Thet's the pacialan. Recals think that	
10	(BY HR. HENDELEY:) The well three, I ballese,	4		they are	
5 *	and of the same hole.	5	0	Szs.	
6 8	Right.	6	100	Khy do you think we and/or that dawn?	
10	And you'me claiming that hale was on the same	17		So shen by client purchased the campground,	
8	bridge?	8	£7.	there was a number of growel pits that was not	
5 8	Yes, Right benide this patch.	0		in copliance; isn't that connect?	
10 0	Gay. Since you've taken the cappround back,	10		NR. MILLER: Objections calls for a legal	
13	hes the patch worked?	11		conclusion, foundation.	
1) 12 A	I mhailt it.		٨	that I don't low. We were - the compared	
13 0	Wat did yai -	13		wasn't open for the season when we sold it. I	
10 A	Tegalzed it.	14		many we weren't - when he care in and looked	
10 A	Heat did you do?	15		at it, it was in April. And so nothing had been	
10.15	West the you do? New timbers. Took it agent and fixed it.	15		done with any of the fire pits or anything like	
if A	And prior - when did you do that?	17		that at that point.	
17 0	Kight stey in the spring, as som as I found out			EY MR. HENROELEY:) It had -	
18 A	it had a hole in it before we opened the	- 18.00	ň	Every year usually we have to go put some gravel	
15		20		around then and searcher then days or whatever	
20	compound up.	21		marks to be alone.	
11 Q	And Mr. Remington had to go through the expense of getting the actuators out of the hole and	52	2	So it was not operational when my closert	
22	1. 이번 1. 이	53		partnessed it?	
23 24 A	then patching the hole; connect? I don't know. I use not informed of that.	24		I guess, depends on what you call "operational."	
	T drute work. I leds upe translage of draft-	1.4	- 51		
25 0	Well, somehoniy paid for the path; right?	25	0	Well, did you have compare there?	

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APP. 114

.

1	A	1 cm't believe there was any compacts there.	1		receival. He's a ferestry	
2	2	Did you ever measive any written notice from the	2	6	Report Service worker?	
1		marshal short the fire pit issue?	3	A	Yezh. I dan't kaow. I doa't know. They come	
4	R	He gave us a pertil every time he come and	14		around two or three of then in a truck, they	
5		inspected it. He would fill out a paper, which	5		doo't even tell un they are cauling in. They go	
6		I — which, actually he did this your after —	6		through and no this, they ome up and say, Okay,	
3		when I got it back, he case in, inspected.	7		here's your parnit.	
;		I wan't there. By daughter was there,	6	9	Guy. So just so I's clear, you wave namer	
3		actually. And he said, Yesh, everything is	9		formally written up for any code violations	
1		fine, you know. Woy'rs paralitati for I think	20		concerning these firm pits prior to this	
1		it's 64 fire rings, and we won't be back until	11		transaction?	
2		Axant of '19.	12	A	I don't believe I was over formilly, m.	
-	Q	Gay.	13	2	Never paid a firm?	
	A	Sign this thing and heng it on the wall.	1.0	A	96.	
5		So that's shat we did.	15	Q	Gay. How wants the pitts and used down?	
		And me you aware that after my client took	- ES	8	With rebar, two-fast long rebar with a J back on	
	0	possession of the property, the fire markal	17	1	the tap, through the holes in the	
3		these transformed to shut his day because of the	18	0	Were they rade out of old	
1		condition of the fire site?	19	Å.	Weeks.	
9		No. He never told me anything. I find it hand	20	0	Wools.	
	A	to believe that he would have transformed. He	21	Å.	Some of - well, there's - many, many of then	
1		never threatened as over. In the 13 years that	22	~	were built fire pits that not grates on top and	
2		김 동물의 전화 영상에 있는 것을 알려야 할 수 있는 것을 수 있다.	23		we had concrete around then.	
2		3 had it, he never threshered on.		0	Were any of then buried?	
	8	If my client Mr. Duene Resington testified to		A	As far as the rice?	
5		that, you wouldn't have any reason to dispute 63		"	No ha as de tab:	63
1	225	that commo?	1	0	Yesh, up to the size?	
	A	1 ween't there, so 1 don't know.	2	h	No. Host of than were above ground.	
	0	So back to my question about written notice. As	1	0	So campars could now thes?	
4		I understand, you eventually got a permit. But	4	h	Nell, they were archaned with rebur, but they	
5		prine to that, when you would have to fix the	1		watern't supposed to move them	
í.		fire mits, did you ever get a written notice	6	0	It would just hepper?	
r T		saying you're in violation on 32 rings, these	1	h	they would maybe - I don't know what they did,	
		need to be fixed, that type of deal?		÷.	If they hoved on with their plokup or a chain	
!			1		or something and yarded then out of there. I	
		T should been at he shill that on the morning				
	A	I don't know if he pat that on the pennit. I				
ÿ		mm	1.6	0	dus't know how they did it.	
10	۵	noci So the notific	18	Q	don't know how they did it. Along with the $-$ I believe the listing, if you	
10 12 12	Q A	meri So the notific I don't think be gave no anything separate.	18 11 12	¢	du't know how they did 11. Along with the - I believe the listing, if you turn to Rebbit 10, and it's Robes stamped	
P 2 2 2	Q A Q	mert So the notific I dun't think he gave me anything separate. Oway. The notification that you were not in	18 11 12 13	ĺ.	du't know how they did 11. Along with the — I believe the listing, if you turn to Bebblit 10, and it's Bates stamped RE/MAX 8.	
P 2 2 3 #	0 A 0	mert So the notific I dun't think be gave me anything separate. Gway. The notification that you were not in compliance would be just from his visit and	18 11 12 13	Q A	du't know how they did it. Along with the - I believe the listing, if you turn to Bebbit 10, and it's Bates stamped RE/MAX 8. 2018? Wist?	
P 2 2 2 4 5	Q A Q	mark So the notific I don't think he gave me anything separate. Gway. The notification that you were not in compliance would be just from his visit and compliance would be just from his visit	18 11 12 13 14 25	ĺ.	<pre>ds't know how they did it. Along with the - I believe the listing, if you turn to Betchit 10, and it's Bates stamped RE_MAX 8. 20102 Whet? NE. NILMEY: You want to go to page 8.</pre>	
****	Q A Q A	mark So the notific I don't think be gave me anything separate. Gay. The notification that you wave not in compliance would be just from his visit and unally saying, Hey, you need to fix this. You need to put some gravel around this pit or	18 11 12 13 14 25	A	<pre>ds't know how they did it. Along with the - I believe the listing, if you turn to Behchit 10, and it's Bates stamped RE_MAX 8. 20102 Whet? NE. NCMEX: You want to go to page 8. The WEINESS: Ch. page 8.</pre>	
*****	Q A Q A	mert So the notific I don't think he gave me anything separate. Oway. The notification that you wave not in compliance would be just from his visit and unally saying, Hay, you read to fix this. You need to put some gravel around this pit or that pit, or it's got to be reactored because	18 11 12 14 14 15 14 17	ĺ.	<pre>dw't know how they did lt. Along with the I believe the listing, if you turn to Redebit 10, and it's Bates stamped RE/MAX 8. 20102 What? NR. NUMEY: You want to go to page 8. THE WITHERS: Ch. page 8. (W MR. HEWOERE:) On the Bates stamp in the</pre>	
*****	9 A 9 A	meri So the notific I don't think he gave me anything separate. Oway. The notification that you were not in compliance would be just from his visit and unally saying, Hey, you read to fix this. You need to put some gravel around this pit or that pit, or it's got to be standard because somebody, you know, turn it loose or.	18 11 12 12 14 14	A Q	<pre>dw't know how they did lt. Along with the I believe the listing, if you turn to Bebbit 10, and it's Bates stamped RE/MAX 8. 2018? What? MR. NIMEY: You want to go to page 8. THE WITHERS: Ch. page 8. GM MR. HEWERER:) On the Bates stamp in the corner.</pre>	
	0 A 0 A 0 A	<pre>mark So the notific I don't think be gave no anything separate. Gay. The notification that you were not in compliance would be just from his visit and unally saying. Hey, you need to fix this. You need to put some gravel around this pit on that pit, or it's got to be reanthured because somebody, you know, turn it loose or. And at no time did he give you a written matices</pre>	18 11 12 14 15 14 15 15 15 15 15 15 15 15 15 15 15 15 15	A Q A	<pre>dw't know how they did lt. Along with the I believe the listing, if you turn to Bebbit 10, and it's Bates stamped RE/MAX 8. 2018? With 7 WE. NCHEY: You want to go to page 8. The WITHESS: On, page 8. (RE ME. HERACHIES): On the Bates stamp in the conner. This ore?</pre>	
******	0 A 0 A 0 A	<pre>mark So the notifics I don't think be gave no anything separate. Gay. The notification that you were not in compliance would be just from his visit and compliance would be just from his v</pre>	18 11 12 14 15 14 15 15 15 15 15 15 15 15 15 15 15 15 15	А Q А Q	<pre>dw't know how they did lt. Along with the I believe the listing, if you turn to Bebbit 10, and it's Bates stamped RE/MAX 8. 2018? What? NR. NCHEY: You want to go to page 8. The WITHESS: Ch. page 8. (W MA. HEAVENIES:) On the Bates stamp in the courser. This one? Yep.</pre>	
*****	0 A 0 A 0 A	<pre>mark So the notifics I don't think be gave no anything separate. Gavy. The notification that you were not in compliance would be just from his visit and compliance would be just from his</pre>	18 11 12 14 15 14 15 18 17 18 18 18 18 18 18 18 18 18 18 18 18 18	A Q A Q A	<pre>dw't know how they did lt. Along with the I believe the listing, if you turn to Bebbit 10, and it's Bates stamped RE/MAX 8. 2018? With 7 WE. NCHEY: You want to go to page 8. The WITHESS: On, page 8. (RE ME. HEAVENIES:) On the Bates stamp in the conner. This one? Yep. Diay.</pre>	
	0 A 0 A	<pre>mark So the notifics I don't think be gave me anything separate. Gway. The notification that you were not in compliance would be just from his visit and compliance would be just out to be reacted be give you a written notice of that? Dubess it was on that pearsit. I don't know. Who is the fire monthal? </pre>	18 11 12 13 14 15 18 17 18 18 28 21 22	А Q А Q	<pre>dw't know how they did lt. Along with the I believe the listing, if you turn to Bebbit 10, and it's Bates stamped RE/MAX 8. 2013? With 7 NR. NCHEY: You want to go to page 8. the WITHESS: Ch. page 8. (W MR. HEAVENIES:) Cn the Bates stamp in the courser. This one? Yep. Okry. And I assume this was a part of the listing that</pre>	
D 1 2 3 4 5 6 7 8 9 8 1 2 2	Q A Q A Q A	<pre>mark So the notific I don't think be gave me anything separate. Gay. The notification that you wave not in compliance would be just from his visit and compliance would be give you a written notice compliance would be give you a written notice</pre>	18 11 12 14 15 14 15 14 15 15 15 15 28 27 27 27	A Q A Q A	<pre>ds't know how they did lt. Along with the I believe the listing, if you turn to Behchit 10, and it's Bates stamped RE_MAX 8. 20102 With 7. NE. NCNEY: You want to go to page 8. The WITNESS: Ch. page 8. (NE MR. HEWIGHES:) On the Bates stamp in the correr. This ore? Yep. Okay. And I assume this was a part of the listing that want with the pictures and the description of</pre>	
	0 А 0 А 0 А 0 А 0 А	<pre>mark So the notifics I don't think be gave me anything separate. Gway. The notification that you were not in compliance would be just from his visit and compliance would be just out not be remembed because out out out the permit. I don't know. Who is the firm monthed </pre>	18 11 12 13 14 15 18 15 28 21 22 23 24	A Q A Q A	<pre>dw't know how they did lt. Along with the I believe the listing, if you turn to Bebbit 10, and it's Bates stamped RE/MAX 8. 2013? With 7 NR. NCHEY: You want to go to page 8. the WITHESS: Ch. page 8. (W MR. HEAVENIES:) Cn the Bates stamp in the courser. This one? Yep. Okry. And I assume this was a part of the listing that</pre>	

	THE PARTY OF THE P
Q And this lists a number of improvements, new 1 A Yes.	V
appliances, and you've got the drive bridge 2 0 If the purchase coder in	
minuit and widened to the tune of \$20,000. 3 only purchased for \$6,70	
A for the two of theme I suppose. (listing would be increase	
2 So you and your faither did all the labor. Ana i A I would have to go beck	
you claiming just the material was \$20,000? 6 don't reserver if I find	
A Actually, my Brele has worked on the one bridge. It came out to be, or wh	y that would be
le had - we prused concrete extaniments and 1 different, b.t.	
approaches. And the stand and the bridge planks 9 (Dependition BetChoit	20 мая
and but 1 10 Meriked for idential	
Q to you have receipts for any of the motorials or 0: Q (BY MS. HEMEDELEY:) I'm	a going to show you
sock that was done? 13 Edubit 20, a customer p	
A I tried to contact then on thet, and they said II Equipment in Repid City	
they have no concel of it, and I dim't have any I4 And at the top conner it	
ides where to find it for sure. If you see thet? Right and	far the date of order.
2 No is "then"? B4 R It's X'd cash sale, yes.	
A Dis uss - I contactual Baker Timber. II Q The total price on this	piece of equipment is
2 Did you hime a concrute company to come out to 11 \$6,700, and with sales t	tex came out to \$5,968;
pour concrete? 19 correct?	
No. Me and my dad. 20 R That's what it says, yes	8.
2 So the material all came from Deker Timber? 2: Q So the claim that this m	mwar was \$8,500 would be
No. The one bridge was Wheeler. Wheeler out of 21 mislescing, wouldn't it?	
Whitewood, 22 A Appears that way.	
Q I dar/t know shot that manne. Is that - N Q Rid you provide this inf	formation on this
A That's a company, Meeler, 25 Edubit 10, FEAMX page	
6 E	67
2 Right. Is it like a samill? : information to Mr. News	son to include in the
4 Well, they do calload time and that kind of I listing?	
staff. 1 & I'm guessing I did, yes.	
2 So it's similar to Baker Tinter? () Anything else on this do	xuart -
 Yes, same kind of deal. I west We BOOMEY: Page 8. 	, Miller, of Exhibit 107
2 Okny. And you've got a John Dasme commential 6 MR. HEWEISTEY: Yep.	
lass nover listerihere. Wat year was thet? 1 Q (RI 199, HEAVERIN:) -	that is incomment?
A Men did I boy it? I A (Russ - Mitness reeding	
9 down to, this stuff says	s pow, it was new when we
A loin't know, probably five yours ago or ut got it. But if you want	t to say hey, it's not
souther I doubt loop by the second seco	
Res it a - do you know what the model number 12 Q Stee. So in 2017, the i	industion that there's a
is, what type of nower it is? If raw John Deene mover whe	
It's a seco-tum radius convercial Join Derre 14 would not be accurate?	
mover, 1 got it from ROO. If A. Non.	
so it's a 25209 If Q Age you testifying that	every lirm iten
Yeah, that's probably what it is. That indicating it's new, in	
sams - I'n not positive of that, hr I 11 2007?	
2 And you punchased it from ROP 15 A '17?	
Years. 21 Q The searcy, 2007.	
	just so the record is
	- just for clarification.
THE AN ENGLISH OF THE STATE	e. And we can go thank
lash scher for \$8,500; correct? 25 MR. HEARDELD': Surr	All a start of the

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APP. 116

	DEFOSITION	J			
1	HR. KONET: Clay.	1	Q		
2 2	(RY HR. HEXPEDEZZ:) As of 2015, these items	2	A	이 물건 집에 집에 가지 않는 것이 아니는 것을 하는 것을 하는 것을 하는 것이 많이	
1	that are indicated here as new through 2015 wave	3		by Sayan. I don't know that for sure, but.	
8	not, in fact, new, were they?	14	Q		
A	Some of them weren't. Some of the stuff down	13		from '12, 2012 to 2016; connect?	
	there was probably new.	6	ð	Yes.	
0	You'd agree with ne -	7	Q		
A	So when this was put together, they were new.	8		amounts suffect in 2014, 2005, and 20067	
	And then it still says they are new.	9	A	I would have to ask my wife, but I'm quesning	
0	And in fact, if they are not new, that could be	10		they are probably either personal expenses or	
	minimizing to a potential layer, couldn't it?	11		responses oney that I put in to the business or -	
	MR. EXAMPLESS: Objection; form.	12		that - I'm not the bookdeeper, so I don't know.	
ġ.,	MR. NEENEY: Join.	13	Q	She would understand these figures?	
A	Yas.	23	A		
0	(at MR. HERRIGERY:) In addition to the	15	Q	Gay. On you tell as the discussions that you	
070	information contained on that sheet, did you	2.6		had with Duana Ranington prior to and during the	
8	provide Mr. Iversen with firencial documents for	17		sale of this business and meldance?	
8	the lasiness?	18	ħ	Well, originally I was in the ber duing	
A	You uses for financial - for -	19		papaseorit when Duare and Meliody care to the	
0	Irone -	21		computerianti assisti ne 11 it was for sale.	
Ā	- reveue?	21		Well, Androny - Red, whoever - hed just	
0	Yes.	22		quit his job to come work there, so I kind of	
A	Yes.	23		besitsted a little mit. I said, Well, year, I	
2	Irone/eperse starts?	24		quees it is.	
A	Yes.	25		Then he asked me if I would leave it. And 1	
	69				71
0	What perticularly did you provide to	Ĺ	5	said, No. I'm not interested in leasing it. I	
	Mr. Iverson?	2		said, Because you got nothing into it, you know.	
A	You man the newsite from the restaurant, the	2		And then at that time I told than - you	
10	har, the compround, the openses for			know, he said, Well, The barn camping all over	
	everything?	1		the mastry, you know, in comparato all over,	
0	So I just wont to know haw that process wont.	6		and I mally thought it would be fun to non one.	
	At the end of each season, you'd send then off	7		And I said, Will, it's a lot of work. They	
	to Bryan?	1		up all your summers. You know, you don't do	
A	No. not necessarily.	5		anything else. You work long days. And you	
Q	Chay. How would it work?	11		might west to more here with your corpor and	
Ă	I think usually be - he wanted to know what we	11		just see what it's about before you get into	
n	did for sevence for that your, you know, if he	17		pastesing it.	
	wes going to relist it. So he wented a balance	13		He said, No, we want to $-\infty$ like this.	
	sheet.	14		I've looked at it very a time, set out here and	
	stati. And that would include your income and expanse	15		downed about it, or whetever, you know, and, We	
Q	sents; night?	16		want to get it.	
	Yes.	17			
A	les. Can you turn to Schibit 14.	18	- 7	이는 이야지 않는 것이 같은 것이 같이 같이 같이 많이 많이 많이 많이 많이 많이 했다.	
9	Kines coulies.	15			
	Do you recognize that document?	20			
0	1 think that we put together from all the —	22	1	and all the set of the set was Malkovy and I don't	
A		27		remember if Duane sus there us not, but I	
	yearly balance sheets or whither. Yearly	2)		balique it was felands, the kick, and her	
	income, yes.	24		hisberd. I'm not sure who all was there. But	
0	Ind you put it together?	25		anyasy, they cam and she before they purchased	
A i	No. 76	23		wheth out one are seened and had seen	12

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1		it.		Q	Give no just a minute here. Glog?	
2	Q	In that first visit, did you show than around		A	Ckiy.	
3		the capyourd?		Q	(Dasse.) Muz the purchase spreament was	
-30	A	No.	4		signed, did you over have a conversation with	
	Q	this you over show they around the constraint?	5		Dana Resington and Boyan Iverson regenting any	
	Ä	firied in. fr illaft san to. in whether	6		finencial statuments?	
7		shot at sai, we was ready to up. Itan't care to	- C	A	No.	
6		(Look al Say Lind)	1.00	0	Do you know if your sife did?	
	8	Mat do you teen traini to?	1.2	y.	No, she did not. She was not there any of the	
10	3	g aned his is to seven to low of the other.	10		pretings.	
11		and flook at state ski	1.2	2	So she wan't insolved in any say on the	
12		6006 I'm happy sith shot I see	12		transaction?	
12	Q	Wes Bryan Iwarson around daring —	10.0	4	No.	
14	å	No.		Q	But she would have unformation requiring the	
15	Q	- these discussions?	15		financial statements that have been provided to	
lê.	¥.	Not those, no.	16	121	128°	
17	Q	Did Bryan ever show the property to the	- D.	*	To hown, yes.	
18		Resingtone?	100	9	Guy. And then absequently to us?	
33	7	I doo't believe so.		A	Yes.	
90		(Brief intemption in the proceeding.)		2	Oug.	
	Q	(BY NR. HENFORDEY:) Defore the sale, was the	21	A	She would have prepared those.	
ŧ2		cappround listed as a contract for dual option?	22		NR. BEARDELEN: I don't have anything	
	x	I don't know if it was listed that way or if it	23		further.	
24		was just — I had always wanted to just sell it,	20		NR. ERACEON: I have a faw questions. Discussion was held off the meand.)	
15		yen kow. 73	25		LEASTERIZE WE FILL OF THE DECK.	5
-			1	-		
1		And then the problem being is, people that,			MORTON BY HR. EFLANDEN:	
2		have the soney, don't went to work that hard.	1.0	8	Oxed morning, etc. My name in Group Existence. I represent Bryan Danzari.	
3		And the people that don't have the novey, wint	3		[1] [1] 20 20 20 20 20 20 20 20 20 20 20 20 20	
4		ir, but they can't get a loen, you know.		A	Yes. Norve not met here until today. I here a few	
2		So I decided, Well, 1º11 try contract for	1.133	8	questions, and I'a kind of going to go through	
6		died, you know. I can, you know, get eme morey	6		guestions, and its find or going to go being some of the claims that ware such in the	
7		down and - which, I want to see anybody summed	2		complaint against yourself, the comparand, and	
U.		in it. I mean, I did everything I could to put	8		ny cliant, Stym Nerson, Gay?	
5		things together for him to succeed.	9			
	8	Since you took the property back, have you	10	8	Okay. In the compliant it is alloged that there was	
11		miisted it?		Q	그는 것 같은 것 같	
	¥	BO.	12		prior flooting of the baseset; right?	
	Q	What do you intend on doing with the comparisonal	13	A	Did you ever tore my standards or tall	
)4		now?	1.27	0	bit, burger at my live before the plantiffs in	
	A	It's in links right now. I don't know. I've	15		this case rach in office that there was any	
16		never been in this kind of a situation. I don't	14		who not not a train the trainer?	
11		went to contribute with sure things. I've had a	17	4	Provide the second seco	
8		lot of people looking at it, asking about it,		6	to: Did you make tail bir, franson at any time that	
19		ard I've just been parking thes off.		0	you believed that there was sold in the	
	\$	Is Bayan still showing it?	20		WE CENTRE FOR THE PARTY OF THE	
	A	Ro.	21	4	baseant?	
	222	is he involved -		8	No. Did you mage tall Mr. Danson that the dwn at	
22	Q			1.1	THE ACT RANK CHIT AX' TARGED CIRC CLE CAR CAR'	
21 22 23	A	No.	100	*	A the manufacture of the state of the sta	
22	0.770		27 28 25	ľ	ors pairt, or arguine, size located on a indicatives?	

		DEPOSITI	LOIN OF:	1	NEITH GRIMM	11-0
1	٨	Nn.	1	A	165	
ż	2	And as I understand it, you lised that small?	2	0	this you believe that any of the puperty - any	
3	A	Yes.	>		of the brains on the property serie defective	
ł.	0	And you fixed that issue even before the	4	ð	(C)	
5	а.	poperty - the Resingtons unde an office on the	5	ò		
ê.		property?	6	-		
ì	A	80.	1	ő	er at any time prior to er	
8	0	Or after?		1.0		
	A	It was afterwards.	9	· =		
0	¢	Okay.	19	1.2		
	Ā	Sten Lizz it took	11	100	- Term	
0	ě.	(hay I's sony how such did that pust to have	12	1	time in measure to questions by Mr. Baardalay	
3	*	But ING?	12		shout the existence of sold being on the	
	东	Sichury, Sen. Role at his, one and a half	16		property, and -	
5	<u>.</u>	With the self-filly.		à		
	2	Oray. Busically at off the cares?	100	0		
	0	On off the correr, used the esterials that were	10	*	thet there was nold on the property? I don't	
	x	there. Actually had to get rid of some because	24		Nant you to guess.	
5				A	이는 같아? 사람가 못 봐요? 감기에서 가지를 두 가슴을 두 물건을 가지 않았다. 정말 방법이다.	
8		there was extra naterial, and it never affected	15	"	that, you know, in the walls there could be	
¢.		- that's the peason I did it.	24			
1		Originally, I maily wanted to argue with	21		mold. I reary it had been damp, yes. But I	
2		then. What difference does this dock that far	22		dich't go looking for mald. I don't think	
3		from the road side any difference? But I	23	È.,	anytaniy did.	
٤.		decided to take one of it, he done with it.	28	0	에는 그 것 같은 것 같은 것 때 가지 않는 것 같은 것 같	
5		If Duane would have said, Hoy, you know,	77		shout the linking quarters that were contained in	79
1		this thing is in the rictle of the right-of-way,	1	5	the listing information, that you defined living	
2		what do you think about thet? I would have nome	2		quertees as basically a place to slamp?	
3		up and fixed it.	12	A	Yes.	
	٥	Right. Chillyou was shall be framers that you		0	The cabine that you have on the property are	
5	÷.	baliesed the parting let on the compared was	15		places to sleep as wall, aron't they?	
È.		loaded on a right of any?	6	A	a state provide the state of th	
	18	Nipe, 1 dimit kow that	7	1	name for a case. Wen brann was leading the	
	0	Did you esta fail it. Theory Cat you baland	1		petalige an two	
9	۳.	that my of the fam corps in the compound	9	Q	And a real and an instant of the line of t	
р. П		some not up to code at the time the leadingtone	ho	."	on the property as well; connot?	
			21	A		
1	20	unde the uffer?	12		ST.	
	a,	180	13		min affice bildre -	
	0	Or anytime thereafter?		ì.,		
	A	bit. setupped and an experimental and a setup of the s	14	A		
	8	Ind you ever sell bit. Sweeken that the Einsteinit	25	8		
1		stables to be adomntan that see provided	16			
1		eather by you or by your wife to the Penningtone	11	8	the second se	
		youn not accurate?	21		aloop them incidental, to the operation of the	
	Ø.	No.	19	2	finings?	
	Q	hid you believe the financial information that		1.52		
		you was providing to Hr. Iverson to be	22	0		
E		Accurato?	22		penerent nesidente?	
٠.	10.0	¥5.	23	A	The former owners did.	
	28			1.16		
3	0	End you ever tail Mr. Teactor that any of the building on the property were defective?	24	0	Oay. But we never did.	

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	24.5	DECOTION	car .		BITH GOIN	
1	8	All right. Did you ever hall be . Dearson that,	1	Q	Here you taying to make everything to consell	
2		that ayons had our used that imparty as an	2		the presence of mild?	
3		attal menderar	3	A	No. No. To got sid of it. You know, the	
4	a.	04, 1 don't bellife an	1		doject was to improve things. And the meson we	
5	0	Gay. And you indicated that in the winter of	5		were improving it, it probably is involvent,	
6		2016, you did some construction, I balieve,	E		but Brancion Prealey trashed the whole building	
7		mybe with your father?	2		from top to hothan.	
	A	Yes			And we had to do a ton of reworking and	
p		Removing the bottom four feet of some walls in	8		refixing and reduing and heal multiple, multiple	
Ď		the beenent?	120		trailer loads of gamage out, things he weeked,	
	A	Yan.	h		and	
	0	And your bestimmy was you didn't think you told		0	· · · · · · · · · · · · · · · · · · ·	
		Inyan Iwasan abut that construction; carried?	13	. –	didn't know about any of it?	
1		I dis't fallow st, to.	24	2	1 don't know if he knew that - he proinciply know	
	A	김 승규가 갑자신 술 없 않는 친 귀엽 안 이 요즘 것 같아요. 그는 것은 것은 것은 것이 같아요.	1.0	1	that Branchos trached it. But erosally it was	
	0	Clay. Any of the infometion that Bryon Decour	25		the limits that one around and helped ne clean	
ŝ		get concerning the finances or operation of the	100			
1		hisinase, he would have received that first you	23		up the sess.	
•	i.,.	ar your wife; correct?	1	8	이 아이지 않는 것 같은 것이 있는 것 것 같아. 아이지 않는 것이 나가 물건지 않는 것 것이 없어요.	
5	A	568.	1.5		have just gone to the besenent, he would have	
¢	0	Be dich't aske up any of the dounents	25		even these conditions of these walls - work,	
ł		independent)y?	21		weit. Let me finish.	
2	A	Those financial statements were given to him and	22	A	Okry.	
1		the tax setures were done by Real Discotorion	23	8		
ł		and were given to Bryan.	21		also has that Mr. Ivenson, when he showed the	
5		MR. EREARDERN: Chary. Thenk you for your	25		property for the plot ten years, had been in the	
		81				83
1		time. I don't have any other questions.	1		basement: that's connect?	
2		NR. HERDELEY: I just have a few fellow-up.	2	A	las.	
1	FURS	HER EXAMPLES I BY NR. BORDELET:	3	0	Oay.	
4	0	We've established that Mr. Januars should the	1	λ	B.r. The not saying he would have seen wold. You	
5		property roughly 30 time; right? Connet?	5		had to look for sold. It easn't just jumping	
ć	A	Yes.	5		off at you.	
T.	2	And you've bestified that the photographs that I	9	Q	Same. And Hr. Iverson counted the listing.	
8	<u> </u>	showed you, Ditabit - can you look for and	a	÷.	We've established that; sight?	
	A	17, wes lit?	1.37	8	Yee.	
5	° .	MR. NEINEY: 250	ha	0	So he was aware that the bridges were not new	
		18.	61	1	but were, in fact, schullt or built asson to	
	A	BY MR. HENCELEY:) Exhibit 18 depicts the way	12		rine years ap?	
	8	5 CAMERIC THE REPORT OF A PROPERTY AND A REPORT OF A PROPERTY AND		A	Yes. Because he would have node the listing	
1		the basenest and the walls looked when my client.	1.00		where it as due.	
1		purchased the property. Thet was your	14		Also would have been stere that the new John	
1		testinory; right?	25	u.	이 것은 여기가 잘 했지? 것 것 같은 것은 것 같은 것을 것을 수 있다.	
	A	Yes.	26		Deene nower was not now hat it was a 2008;	
1	Q	So in the 30 times that Mr. Iverson showed the	07		enmed?	
5		property, dut he over go to the basesent?		λ	Well, he knew it wasn't now that your or	
ł	A	Yes. I	19		anything. I must, he wouldn't have known it was	
1	0	So he would have seen the sold and the veter	27		'00, 1 dzo't think. I dzn't know.	
ı.		daugn in the harment; caused?	21	0	But he would have known it wasn't now?	
2	A	I don't believe so. I think this is actually in	22	A	Right.	
		the closet. This was a part of the shift that	23		MR. EXLANDSOR: Objection; form.	
ŧ.		and the life and the life server brand and the summers	26	0	BY MR. HEARDELET :) You mention a notice from	
4		we didn't get to. We were trying to renove		-		
		everything and you brow, and.	25	ਿ	the Department of Transportation on November 9,	

1.14

10

		BARLES HART
1	2016 that your structure was in the	1 ERRATA PAGE 1 L, the undersigned, NEIDH (RDM, have read the
5	night-af-wy; night?	
3 A	Yes.	and a second sec
۹ ۷	And you did nothing to fix it or consepond with	and the second sec
5	the Department of Thereportation until after you	 Events of the following ministrums lister below; EVENUE CONSTITUTION NO REASON FOR CONSTITUTE
6	monived the property back from ny client;	
T	annet?	3
5 A	I did not do enything to fix it.	<u></u>
9 Q	You didn't contact the Department of	3
10	Transportation to say. This is out of line, I'm	
11	contrasting this?	········
11 A	Well, that was my plane, but then Diame case in	12
13	and got in the middle of things and we want 90,	13
14	ga, go.	M
15	it's my fault for not telling him shout it.	as
16	I never even thought show it. It was not that	36
37	hig of a deal, I dich't think.	þī
18 Q	So the packing lot that was in the night-of-way,	pt
19	You didn't do anything to fix the period lot?	þ? (4
10 A	I dich't know anything about the parking lot	20
21	being in the right-of-way. There was no nothing	21
22	over told to se that the parking lot was in the	02 STOWNEREDADS
23	night-of-way.	23 See attactual shapt (s) for attitional information:
24 Q	After you fixed the dark, did the Department of	21 <u>Yes</u> ND
25	Therefore that is an indicated to you to say you're [5	25 87
1	good to go?	1 CERTIFICATE
z A	No. Bo.	2 I, Jacqueline K, Weller, Begistered Professional
	NR. BERRETEN: I don't have anything	3 Reporter, a notary public in and for the State of
3 4	further.	+ South Dakota, Remington Dunity, do hersty attest. that
5	NR, SCORE: Anything slas?	s the witness was duly soon by no prior to the taking
6	N. EXAMPLE I don't have anything.	and bestimony, that said proceedings were taken by m
;	Think you.	? stanopophically and thereafter reduced to type-citing
	NR. HONEY: Jeogue, I'm going to have him	a under my expervision; that the foregoing transcript is
9	nead and sign. Okay? Thenk you.	a true and accurate record of the testimory given to
10	(the precessing concluded at 11:11 a.m.)	10 the best of ny understanding and ability.
10	Interfacements contracts of successful	11 I further assert that I as mither causal for,
283		12 related to, mx employed by any of the parties to this
12		11 max and have no internet, financial or otherwise, in
14		its outcome; that I have no contract with the parties,
15		15 attorneys, or persons with an interest in the attion
15		14 that affects or has a satistantial tendency to affect
		17 impartiality, that requires ne to relinquish control
17		is of an original deposition transcription or oppies of
18		is the transcript, or that requires as to provide any
19		a survice not note available to all parties to the
20		21 action.
21		22 Dated this lat day of December, 2008.
22		 And Jacquelline K. Meller Hegizitanus Professional Separter
23		Dia Meinrey Palellie
54		by crimitetion explores: bby 9, 2019
25	56	66

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APP. 130

STATE OF SOUTH DAKOTA IN CIRCUIT COURT 1 SEVENTH JUDICIAL CIRCUIT COUNTY OF PENNINGTON 1 51CIV18-000118 DUANE REMINGTON and MELODY REMINGTON, Deposition of: Plaintiffs, BRYAN IVERSON VS. WILD BILL'S CAMPGROUND AND RESORT, LLC; KEITH GRIMM; and BRYAN IVERSON, Defendants, BEFORE: Jeanne Speck Quinn Court Reporter and Notary Public Rapid City, South Dakota August 20, 2018 at 10:00 a.m. DATE: Bangs, McCullen, Butler, PLACE: Foye & Simmons, 11-P 333 West Boulevard, Suite 400 Rapid City, South Dakota APPEARANCES: MR. MICHAEL S. BEARDSLEY Representing the Plaintiffs: Beardsley, Jensen & Lee 4200 Beach Drive, #3 Rapid City, South Dakota MR. GREGORY J. ERLANDSON Representing the Defendant: Bangs, McCullen, Butler, (Bryan Iverson) Foye & Simmons, LLP 333 West Boulevard Suite 400 Rapid City, South Dakota MR. JOHN K. NOONEY Representing the Defendant: Nooney & Solay (Wild Bill's & Keith Grimm) 326 Founders Park Drive

Rapid City, South Dakota

APPEARANCES CONTINUED:

Also Present:

Mr. Duane Remington Mrs. Melody Remington Plaintiffs

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* * *

<u>.</u>		3			5
1		(The depusition began at 10:18 a.m.)	1	A	Yes.
2		BRYAN IVERSON,	2	Q	how long did you do that?
3	cal	led as a witness, being first duly sworn, testified as	3	A	While I attended college.
4	108	lows:	4	0	The entire time?
5	EX	AMINATION BY MR. BEARDSLEY:	5	A	In the summers.
6	a	Good morning. My name is Mike Beardsley. 1 represent.	8		Then what did you do?
7		Duane and Molody Remington. Can you please state your	7	A	I started my accounting career at Antelope Coal Company
8		full name and address for the record.	8		in Wyoming.
9	A	Bryan Iverson. My office address is 1240 Jackson	9	Q	So I assume you metored in accounting?
0		Boulevard, Rapid City, South Dakota \$7702.	10	A	Yes.
11	a	Heve you ever had your deposition taken?	11	0	Any other majors?
12	A	Have not.	12	A	Business administration.
13	Q	Say that again?	13	a	What did you minor in?
4	A	No.	14	A	Did not.
15	a	I'm going to go over a lew ground rules then. It's	15	Q	Okay. Your accounting career started when?
6		important that you let me finish my question before you	16	A	December '89.
17		start to answer, eksy? It's also important that you use	17	۵	And where was that?
18		verbel responses. If you shake your head or say	18	A	Antelope Coal Company.
9		"ub-hub," "hub-ub," it's very difficult for her to pick	19	a	And where was that located?
20		up. Is that fair?	20	A	In Wyoming.
1	A	Yes.	25	Q	Where, in Wyoming?
2	0	And, Bryan, if you start talking over me before I finish	22	A	65 miles north of Douglas.
23		my question, I'm going to connect you. I don't mean to	23	Q	Okey. How long did you stay with that company?
24		be rude, but we need a good record; okay?	24	A	10 months.
25	A	Understand.	25	۵	What was your official position while working with
					6
1	0	And it you do not understand a question that 1 ask, 1'd	1		Artelape Coal Company?
2		just please ask you to ask me to clarify. And if you	2	A	Accountant.
\$		answer one of my questions, I'm going to assume that you	3	Q	Bid it remain that the entire 10 months?
4		understood it. Is that fair?	4	۸	Yes.
5	A	Yes.	5	G	Why did you leave after 10 months?
6	Q	Where did you grow up?	6	•	Didn't like it.
7	A	Rapid City.	7	0	Didn't like Wyoming?
8	0	Can you summarize your education for me?	8	٨	Didn't like it.
9	A	Went to graduated from Rapid City Central.	9	Q	Were you terminabld?
0	Q	What year?	10	A	No.
11	A	1984, and graduated from Black Hills State in 1989.	11	Q	Then what did you do?
12	0	Any education after Black Hills State?	12	A	Went back for one symester at Black Hills State.
13	A	No.	13	0	for what?
14	Q	And your job history, please.	14	A	To get my business degree.
15		Now far back would you like me to go?	15	Q	Okay. Then?
15	0	After high school.	16	A	I went to work for Moyle Petroleum Company in Rapid.
7	A	I worked construction while I was going to college.	17	۵	That was in '917
8	0	What type of construction?	18	A	Yes.
9	A	I did road construction and building.	19		And what old you do for Moyle?
10	0	Residential or commercial?	20	A	Started out in construction and maintenance, and then
		Residential.	21		went into the office for accounting and environmental.
2	0	Who did you work for?	22	a	전화 방법 방법 가지 않는 것 같아. 이렇게 가지 않는 것 같아. 아이들 것 같아. 가지 않는 것
		Scull Construction, Sweetman Construction, and - what	23	A	Maintaining the stores and construction of new stores or
23			24		remodels.
23		was the last one I worked for? Stanley Johnsen.	24		remuticity

1				_	
1	4	7 Yes, Convenience stores, yes.	1,	Q	9 Who did you work under at Coldwell Banker?
2	0	How long did you do that?	2		I don't know what you mean.
-32	- 53	Now long did 1 do the construction, or how long was 1	3	Q	Did you have a boss or a supervisor at Coldwell Banker?
3	~	with Moyle Petroleum?	4		The designated broker sales manager was Dave Hortime
4	~	The construction.	5	a	Did you sess the test the first time?
5	0	I don't know the exact years.	6		Yes.
6	2	이 같은 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 있다.	7	a	How long ware you at Coldwell Behker?
7	0	Give me your best shat.	8	A	Year and a half.
8	~	Four. Were you a taborer while doing construction or more of	9	a	bid you get any other certifications while at Coldwell
8	4	등 (2011) [2012] 2	10		Banker?
10	3	like a management role?	11		No.
11	- 22	Laborer.	12	0	So your title was a licensed broker associate?
12	Q.	Okzy. Your years, so '95, roughly, you started doing	13	A	Yes.
13		ecounting work for Hoyle?	14	0	And is that currently your title?
14		Yes. Yes.	1.00	-	
15	Q	Okay. And who was your supervisor or boss at the time;	15	-	Yes. What is the difference between a licensed broker
16		do you remember?	16	0	
17	A	Dave Larson.	17		associate and a broker's license?
18	٩	Hew long did you do accounting work for Moyle?	18	A	I believe the broker is the one who is in charge of the
19	A	Until 2001.	19		broker associates.
20	à	Then what did you do?	20	12	Reviews the work of the broker associates?
21	A	I want to work for Ploneer Credit Counseling.	21	125	I'm not sure.
22	Q	What was the nature of your position at Ploneer?	22	0	After Coldwell Banker, 2008-ish, what did you do?
23	A	Controller.	23	A	Moved to RE/NAX.
24	Q	What does that mean?	24	9	Who hired you at RE/MAX?
25	A	Accountant.	25	A	Sene Hensley.
					10
1	a	Any other positions at Pioneer Credit Counseling?	1	9	And would Gene still be considered your supervisor or
2	A	No.	2		your boss?
3	Q	And how long were you there?	3	•	No.
4	A	Until 2005.	4	Q	Who is?
5	9	Then what?	5	•	Tony Hensley.
6	A	Real estate.	6	Q	And, Bryan, can you tail me what the responsibilities of
7	Q	Why did you leave Pioneer Credit Counseling?	7		an associate broker are?
8	۸	Wanted to do something other than accounting.	8	A	I need more detail.
9	٩	And why did you leave Moyle Petroleum in 2001?	9	Q	Well, I assume you do your Job five days a week or more.
10	A	It was an advancement.	10		What are your responsibilities as an associate broker to
27.0	1.532	St was an advancement. Se 2005 you started real estate?	1000		RE/MAX realty?
27.0	Q		10	A	
11	0 A	Se 2005 you started real estate?	10 11		RE/MAX realty?
11 12 13	0 A Q	Se 2005 you started real estate? 2006.	10 11 12 13 14	Q	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are?
11 12 13 14	0 A 0 A	Se 2005 you started real estate? 2006. 2006.	10 11 12 13 14	Q	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at
11 12 13 14 15	0 4 0 4 0	Se 2005 you started real estate? 2006. 2006. February of 2006.	10 11 12 13 14	Q	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are?
11 12 13 14 15 16		Se 2005 you started real estate? 2006. 2006. February of 2006. And how did you start that process?	10 11 12 13 14 15	•	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a
11 12 13 14 15 16 17	0 4 0 4 0 4 0	Se 2005 you started real estate? 2006. 2006. February of 2006. And how did you start that process? Took a real estatu class. Then I had to take a test.	10 11 12 13 14 15 16	•	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a broker.
11 12 13 14 15 15 17 18		Se 2005 you started real estate? 2006. 2006. February of 2006. And how did you start that process? Took a real estate class. Then I had to take a test. Where was the class?	10 11 12 13 14 15 16 17	0 • 0	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a broker. Well, would the broker be responsible for his or ha:
11 12 13 14 15 16 17 18 19	0 A 0 A 0 A 0 A 0	So 2005 you started real estato? 2006. 2006. February of 2006. And how did you start that process? Took a real estato class. Then I had to take a test. Where was the class? Coldwell Banker.	10 11 12 13 14 15 16 17 18	0 • •	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a broker. Well, would the broker be responsible for his or her associate brokers?
11 12 13 14 15 16 17 18 19 20		Se 2005 you started real estate? 2006. 2005. February of 2006. And how did you start that process? Took a real estate class. Then I had to take a test. Where was the class? Coldwell Banker. And what does thei consist of? How long is it?	10 11 12 13 14 15 16 17 18 19 20	0 A Q A Q	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a broker. Well, would the broker be responsible for his or her associate brokers? Yee.
11 12 13 14 15 16 17 18 19 20 21		Se 2005 you started real estate? 2006. 2006. February of 2006. And how did you start that process? Took a real estate class. Then I had to take a test. Where was the class? Coldwell Banker. And what does that consist of? How long is it? Two weeks, if I remember right.	10 11 12 13 14 15 16 17 18 19 20 21	0 . 0	RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a broker. Well, would the broker be responsible for his or her associate brokers? Yee. And the broker is your office is Tony Hensley, correct?
11 12 13 14 15 16 17 18 19 20 21 22		Se 2005 you started real estate? 2006. 2006. February of 2006. And how did you start that process? Took a real estate class. Then I had to take a test. Where was the class? Coldwell Banker. And what does that consist of? How long is it? Two weeks, if I remember right. Then you took a test?	10 11 12 13 14 15 16 17 18 19 20 21		RE/MAX realty? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a broker. Well, would the broker be responsible for his or her associate brokers? Yee. And the broker is your office is Tony Hensley, correct? Yes.
11 12 13 14 15 16 17		Se 2005 you started real estate? 2006. 2006. February of 2006. And how did you start that process? Took a real estate class. Then I had to take a test. Where was the class? Coldwell Banker. And what does that consist of? How long is it? Two weeks, if I remember right. Then you took a test? Yes.	10 11 12 13 14 15 16 17 18 19 20 21 22		RE/MAX reality? To help my clients buy and sell property. Do you know what the responsibilities of a broker at RE/MAX are? The broker, no, I don't because I have not been a broker. Well, would the broker be responsible for his or her associate brokers? Yee. And the broker is your office is Tony Hensley, correct? Yes. Any other brokers?

					19
,	A	11	1	a	who?
2	0	When you have a real estate transaction, is it common to	2	A	Our office manager, Lana Hudson.
3	0.000	discuss your deals with the other associate brokers in	3	α	You say Lana?
4		the office?	4	A	Yes.
5	A	No.	5	a	And what does she do?
6	0	De vou ever?	6	A	She is our office manager.
7	A	It's privileged.	7	a	Sure. What are her duties?
8	0	Do you ever discuss your deals with Tony Hensley or	8	A	She checks our files. She makes sure that we have
9		Yanni Georgas or sny other broker that you've worked	9		everything in correct order and docs our billing,
10		under?	10		invoicing, and does our commission checks when we have
11	A	If I have questions that I cannot answer.	11		close.
12	0	Such as?	12	Q	Dues she work for all of the associate brokers in the
13		Last time I asked them a question was about a person	13		office?
14		wanting to sell their house as is.	14	A	Yes.
15	0	And what was your oversion?	15	Q	Date she put together listings for properties?
6	100	If they could do it as is.	15	A	Not for me.
17	100	And what did you end up doing?	17	a	And for this particular sale did she complete any of the
18	177	I did not take the listing.	18		forms required for the transaction?
19	- 2-	Why net?	19	A	No.
20		Elest It.	20	a	Who did that?
21	0	What was the edvice given to you?	21	A	Idid
22	~	MR. ERLANDSON: Objection, form; relevance. You	22	a	So I take it you also put together the listing for the
13		can answer.	23		property?
14		Ne.	24	A	Yan.
15	2	(By Mr. Beardsley:) Excuse me?	25	a	At the conclusion of a sale, what's the process to turn
	4	(LS) M. BOSHISCH) (10000 HU) 12		1	14
1		I don't want to allower.	1		the file in to get your commission check?
2		MR, ERLANDSON: No, I said you can answer it. Go	2	A	The forms we receive from the title company, and you
3		alwad.	3		give that with the file to Lana.
		Okay, Say again.	4	a	Your entire file is turned over?
5	0		1.002	120	Yes.
Ψ.		(ne my Republics) What was the advice given in you on	5	A	163.
		(by Mr. Beardsley:) What was the advice given to you on whether as and you should take the Option and shill the	5	A	
6		whether or not you could take the listing and sell the	132	-25	
7		whether or not you could take the listing and sell the house as is?	132	٩	And does Lana then review the file prior to issuing you a check?
7 8	•	whether or not you could take the listing and sell the house as is? They said that I still I could sell it, but someone	132	0 A	And does Lana then review the file prior to issuing you a check? Yes.
7 8 9	٨	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone else had beat me to it, so that's how I lost it.	6 7 8 9	0 •	And does Lane then review the file prior to issuing you a check? Yes. What is the document retention policy at your office?
7 8 9	4 a	whether or not you could take the listing and sell the house as is? They said that I still I could sell it, but someone else had beat me to it, so that's how I lost it. Did this conversation include discussions about a	6 7 8 9	0 A 0 A	And does Lane then review the file prior to issuing you a check? Yee. What is the document retention policy at your office? How long do they keep the files?
7 8 9 0	• a	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone cloc had best me to it, on that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement?	6 7 8 9 10		And does Lane then review the file prior to issuing you a check? Yee. What is the document retention policy at your office? How long do they keep the files? Yeah.
7 8 9 10 11 12	а а а	whether or not you could take the listing and sell the house as is? They seld that I still - I could sell it, but someone else had beat me to it, so that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No.	6 7 8 9 10 11 12		And does Lane then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yesh. Seven years.
7 8 9 10 11 2 3	а а а	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone else had beat me to it, so that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here tuday because of the sale of	6 7 8 9 10 11 12 13		And does Lana then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yeah. Seven years.
7 8 9 0 1 1 2 3 4	• a • 0	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone else had beat me to it, so that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here today because of the sele of Wild Bill's Compground and KV Park, correct?	6 7 8 9 10 11 12 13 14		And does Lane then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Lane; is that correct?
7 8 9 0 1 1 2 3 4 5	A Q A Q	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone else had beat me to it, so that's how I lost it. Did this conversation include discussions about a Proporty Disclosure Statement? No. You understand we're here tuday because of the sele of Wid Bill's Compground and KV Park, correct? Correct.	6 7 8 9 10 11 12 13 14 15		And does Lane then review the file prior to issuing you a check? Yee. What is the document retention policy at your office? How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Lane; is that correct? It's at our office, yes.
7 8 9 0 1 2 3 4 5 6	A Q A Q	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone else had beat me to it, so that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here today because of the sele of Wild Bill's Compground and KV Park, correct? Correct. Did you discuss that particular transaction with anyone	5 7 8 9 10 11 12 13 14 15 16		And does Lane then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lane; is that correct? 2t's at our office, yes. Is there a bendbook or any written responsibilities at
7 8 9 0 1 2 3 4 5 6 7	A Q A Q A Q	whether or not you could take the listing and sell the house as is? They seld that I still - I could sell it, but someone else had beat me to it, on that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here today because of the sele of Wild Bill's Compground and kty Park, correct? Correct. Did your discuss that particular transaction with anyone in your office at RE/MMX?	6 7 8 9 10 11 12 13 14 15 16 17		And does Lana then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lana; is that correct? St's at our office, yes. Is there a bandbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an
7 8 9 0 1 2 3 4 5 6 7 8	A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone else had beat me to it, on that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here tuday because of the sele of Wid Bill's Compground and KV Park, correct? Correct. Did you discuss that particular transaction with anyone in your office at RE/MAX7 Net to my recollection.	5 7 8 9 10 11 12 13 14 15 16 17 18		And does Lana then review the file prior to issuing you a check? Yee. What is the document retention policy at your office? How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Lana; is that correct? By's at our office, yes. Is there a bandbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate traker?
7 8 9 10 11 2 3 4 5 6 7 8 9	A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0	whether or not you could take the listing and sell the house as is? They seld that I still I could sell it, but someone else had best me to it, on that's how I lost it. Did this conversation include discussions about a Proporty Disclosure Statement? No. You understand we're here tuday because of the sele of Wid Bill's Compground and KV Park, correct? Correct. Did you discuss that particular transaction with anyone in your office at RE/MIX? Not to my recollection. And if I understand you correctly, if you did discuss	5 7 8 9 10 11 12 13 14 15 16 17 18 19	A DADADA A	And does Lana then review the file prior to issuing you a check? Yee. What is the document retention policy at your office? How long do they keep the files? Yeeh. Seven years. So your entire file would still be kept with Lone; is that correct? Hat correct? It's at our office, yes. Is there a bandbook or any written responsibilities at RE/MAX doscribing your responsibilities and duties as an associate brokel? Under the new owners, I don't know if there has been.
78901234567890	A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0	whether or not you could take the listing and sell the house as is? They seld that I still ~ I could sell it, but someone else had best me to it, on that's how I lost it. Did this somvariation include discussions about a Proporty Disclosure Statement? No. You understand we're here tuday because of the sele of Wild Bill's Campground and KV Park, correct? Correct. Did your discuss that particular transaction with anyone in your office at RE/MAX? Net to my recollection. And if I understand you correctly, if you did discuss it, it would have been with your broker and not an	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	O A D A D A D A D A D	And does Lana then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? How long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lana; is that correct? It's at our office, yes. Is there a bandbook or any written responsibilities at RE/MAX dosoribing your responsibilities and duties as an associate brokel? Under the new owners, I don't know if there has been. In May of 2017?
7 8 9 10 11 2 3 4 5 6 7 8 9 20 11		whether or not you could take the listing and sell the house as is? They seld that I still - I could sell it, but someone clise had beat me to it, on that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here today because of the sele of Wild Bill's Compground and KV Park, correct? Correct. Did your discuss that particular transaction with anyone in your office at RE/MMX? Not to my recollection. And if I understand you correctly, if you did discuss It, it would have been with your broker and not an associate broker; correct?	5 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A D A D A D A D A D A	And does Lana then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? Mow long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Long; is that correct? Yt's at our office, yes. Is there a bandbook or any written responsibilities at RE/MAX describing your responsibilities and duties as an associate brokel? Under the new owners, I don't know if there has been. In May of 2017? No.
7 8 9 10 11 2 13 14 15 16 17 8 9 20 12 2	A 0 A 0 A 0 A	whether or not you could take the listing and sell the house as is? They seld that I still - I could sell it, but someone clac had beat me to it, on that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here today because of the sele of Wild Bill's Compground and KV Park, correct? Correct. Did you discuss that perticular transaction with anyone in your office at RE/MMX? Not to my recollection. And if I understand you correctly, if you did discuss it, it would have been with your broker and not an associate broker; correct? Ver,	5 7 8 9 10 11 12 13 14 15 15 15 16 17 18 19 20 21 22	A D A D A D A D A D A	And does Lana then review the file prior to issuing you a check? Yee. What is the document retention policy at your office? How long do they keep the files? Yeah. Seven years. So your entire file would still be kept with Long; is that correct? St's at our office, yes. Is there a bandbook or any written responsibilities at RE/MAX dosorbing your responsibilities and duties as an associate broker? Under the new owners, I don't know if there has been. In May of 2017? No.
7 8	A 0 A 0 A 0 A	whether or not you could take the listing and sell the house as is? They seld that I still - I could sell it, but someone clise had beat me to it, on that's how I lost it. Did this conversation include discussions about a Property Disclosure Statement? No. You understand we're here today because of the sele of Wild Bill's Compground and KV Park, correct? Correct. Did your discuss that particular transaction with anyone in your office at RE/MMX? Not to my recollection. And if I understand you correctly, if you did discuss It, it would have been with your broker and not an associate broker; correct?	5 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A D A D A D A D A D A	And does Lana then review the file prior to issuing you a check? Yes. What is the document retention policy at your office? Mow long do they keep the files? Yesh. Seven years. So your entire file would still be kept with Lone; is that correct? It's at our office, yes. Is there a bandbook or any written responsibilities at RE/MAX doscribing your responsibilities and duties as an associate brokel? Under the new owners, I don't know if there has been. In May of 2017? No.

-	-		1	-	17
1	0	15 Did you ever read it?	1	A	The Remingtons.
2		Yes.	2	Q	Did you also provide notes on meetings with Keith Grimm?
â	0	rtave you ever been involved in a lawsuit?	3	A	No.
4	A	No.	4	Q	Did you speak with anybody else regarding this lawsuit?
5	0	What did you do today to prepare for this deposition?	5	A	No.
6		Read through the information I received from Greg-	6	Q	Were you contacted by any insurance company?
7	6	Okay, And what information was that?	1	A	Oh, yes. I'm sorry, Rice.
8		Questions I don't know the right terminology.	8	0	Say that again?
č	6	Interrogatories?	9	A	Rice is our insurance company.
10		Yes.	10	0	NAME AND THE PART OF A PARTY OF A
11	2	Anything else?	11		company?
		That just have the stuff that I received from that,	12		No. They asked for the information.
12	~	yeah.	13		MR, ERLANDSON: No, you dich't provide a
153		yean. And I don't want you to tell me about any of the	14		statement.
14	u	conversations you had with your attorney, but I do wark	15		김 정말은 것은 것은 것을 수 있었다. 것을 가장 않는 것이 없는 것이 같다. 것
15			16	a	(By Mr. Beardsley:) Did they ask for your file?
16		to know what you were provided; okay? So you read	17	A	Nope. They just asked for certain information.
17		through the interrogatory answers by my clients, 1	18	a	What information is that?
18		assume?	19	A	
19	023	Yes.	20	1.62	So the listing notes on meetings and financial
20	9	Did you neview your file?	21	~	information on the property, correct?
21	•	Hy file on Wild Bill's?	22		Yes.
22	Q	Uh-huh.	120	0.92	
23	A	No.	23	-	Anything else? That's all I can remember.
24	0	Did you read or review enything else?	24	-	
25	A	No. 16	25	u	How do you know Keith Grimm?
100		e con a cana a cana a cana a cana a cana a cana Maria	1		I've known Keith Grimm for a long time. He's a frien
1	0	Did you speak with anyone else besides your attorney?	2	_	of mine.
2	A	No.	3	a	
3	Q	Since this lewsuit was initiated, have you talked about	4	A	30.
4	5	it with anybody besides your attorney?	5	6	And how clid you meet Kcith?
5		I told my brokers that it was happening, yes.	6	A	I was friends with his brother, Les.
1	a	Did you discuss in detail the substance of the Wild	1.	6	What does Les do?
7	122	Bill's sale and this lawsuit?	8		Les is passed away.
8		I told them what was going on. I didn't go into detail.	0	â	Have you ever been in business with Kesth Grimm?
9	Q	What did you tall them?	1.0		
10	A	Just that I was in a lawsuit, and that I had talked to	10	â	No. Now many properties have you sold for Keith?
11	123	Mr. Nooney.	11	- 17	One.
12	177	You talked to Mr. Nooney about what?	12	A	
13	92.	It was before I was named. Excuse me.	13	Q	And on this property, Wild Bill's, how long were you the scent prior to the sale in May of 2017?
14	120	Did Nooney contact you?	14		
15	1970	Yes.	15	A	
16		And what was the substance of that conversation?	16	0	
17	A	Asked me for some information, which I provided, and	17	12	I believe so.
18	120	that was about it. It wasn't a very long conversation.	18	Q	이 같은 것 같은 것은 것 같은 것 같은 것 같은 것 같은 것 같은 것
19	27.2	What Information?	19		taken off the market after it was listed in 20077
20	A	I gave him the pamphlet, some notes I had on the	20	125	I cannot.
21		meetings, and the financial information.	21	- 520	The best of your recollection.
22	Q	When you say "pamphlet," are you referring to the	22	A	About a year and a half.
23		listing?	23	Q	During that first fisting, were there any offers to
24	0.001	Yes.	24	1	purchase?
		And notes on meetings. Meetings with who?	1.00	A .	

-		19	1		21
1	Q	Do you necall who did that?	1	A	Yes. There was another lady out of Balle Fourche.
2	A	1 do not.	2		That's all I can think of right now.
3	Q	That's fair.	3	0	And during this process with these numerous realtons
4		Was there any inspection done on the property?	4		involved, any inspection ever completed?
5	A	Never came to terms.	5	A	No.
6	Q	What was it listed for?	6	Q	Now on these walk-throughs with the property, 1 assume
7	A	At that time it was listed at 950.	7		you would be present, as well?
8	٩	How long was it off the market?	8	A	Yes.
9	۸	To the best of my knowledge, I think six months.	8	0	On all of them?
10	q	And when it was relisted, talking in 2009, what was the	10	A	Yes.
11		price?	11	Q	Okay. 2010 the property was taken off the market again
12	A	1 believe it was still 950.	12		during the season, and just so we're clear, the season
13	۹	How long on the second go-around was it listed for?	13		runs June through August?
14	A	If my memory serves me, that's when we went to taking it	14	A	Yes.
15		off before the season started. So six months.	15	a	And then R's put back on, correct?
16	٥	And after the season, did you put it back on?	16	A	After they're closed up, yes.
17	A	I would have to look in my notes. I know there was a	17	Q	So in 2010 off-season, meaning September, back on the
18		time that we kept it off for a year. I just I don't	18		market at what price?
19		remember the actual year for that.	19	A	At that time I helieve it would probably be the 899.
20	0	Okay. So let's say you took it off for a year and than	20	Q	And how long was it on the market?
21		relisted it again in 2010, correct?	21	۸	Until April.
22	A	Possibly.	22	a	Bryan, you originally listed this in 2007. I assume
23	Q	And do you remember the listing price?	23		that you were part of any financials that were completed
24	A	It was either 950 or 899.	24		on the property and the business?
25	Q	1 want to go back to the 2009 listing. Any offers to	25	1	MR. ERLANDSON: Objection, farm.
		20			22
1		purchase?	1		I was given the financials by Mr. Grimm.
2	A	1 don't recall.	2	Q	(by Mr. Beantaley:) So the financials were provided to
3	۵	2010, how long was it listed?	3		you each time it was listed, correct?
4	A	Probably that same period of if that was the year	4	1.00	MR, ERLANDSON: Objection, farm.
5		that we had it on or off, but it would be the off-season	6	A	They were not given to eve immediately upon listing,
6		is when it was listed.	6	ų,	because they weren't completed at that time.
1	Q	And you think during this listing it was priced at 8997	7	۹	(By Mr. Beandaley:) So since 2007, at least, financials
8	A	If I remember correctly.	8		have been recorded and kept by either Grimm or you?
9	۵	Any offers or interests in the property?	9		MR, ERLANDSON: Objection, form. And just for the
10	A	I had plenty of interest in the property. I just can't	10		purpose of your deposition, TII object to the term
11		recall when the offers were, as far as the year is.	11		"financials". IFI can have a standing objection to
12	0	So prospective buyers viewed the property?	12		that
13	A	Yes.	13		MR. BEARDSLEY: Sure.
14	Q	Walked through the property?	14		MR. ERLANDSON: then I won't interrupt you.
15	A	Yes.	15	A	Say again.
16	Q	Did they have the property inspected?	16		MRL BEARDSLEY: Read It back for him.
17	A	No.	17		(The previous qualition was read back by the court
18	q	Wara there any other real estate agents involved during	18		reporter.)
19		this process?	19	A	By Mr. Grimm.
20	A	Yes.	20	Q	(By Mr, Beardsley:) And I suppose we could be more
21	Q	Who?	21		specific. The income and expense reports that were
	A	I believe her last name was Groves, was one person.	22		provided, is that what we're talking about here?
22		Kim Benning. I don't know her last name; her name was	23	A	Yes.
		Kam benning. Koon Canow ner rast name, ner hanst ente	1000		
22 23 24		Christy, I believe.	24	Q	Did Keith and you have separate income and expense

		23			25
1	A	No.	1	A	If I remember correctly, yes.
2	Q	How would that work?	2	0	And did you show the property during this time?
3	A	Now would what work?	3	•	Yes.
4	a	Why didn't you have expense reports for each year?	4	0	Any inspections?
5		Wouldn't each year be different?	6	A	No.
6	A	He provided me with the yeah, with the year. I'm	6	Q	Any offers to purchase?
7		not I don't understand what you're saying.	17	^	There could have been. I just can't remember the years.
8	Q	Sure. So each season Keith would compile the income and	8	Q	At this particular time was it listed or acceptable to
9		expense documents and provide them to you in an effort	9		purchase on a contract for dead?
10		to sell the property; is that accurate?	10	•	I know that Mr. Grimm changed his mind about doing the
11	A	Yes.	11		contract for deed. I just don't know what year that
12	Q	Okay. Where are we at here?	12		with.
13		After the 2010 season it's back on the market.	13	Q	But your notes would reflect that, correct?
14		How long was it on the market?	14	1.00	Yes, sir.
15	A	Again, if my memory serves me, it went until April.	15	Q	Okey. So roughly Ney of '11 it's taken off the market.
16	۵	During this time, any interest in the property?	16		again through August of "11, and then put back on the
17	A	Yeah, I showed it every year.	17		market?
18	٩	How many times did you show 8?	18	A	I know there was a couple years in there we didn't list
19	A	I don't know.	19		it again until later. I just - I don't remember the
20	0	Ten? Hore than ten?	20		exact
21	A	I couldn't even give you a good guesstimate.	21	Q	Sure. But, generally speaking, from 2007 to 2017 It was
22	Q	How many realtors were involved in showing it to their	22		put on the market and taken off pursuant to the season?
23		dients?	23	A	Yes.
24	A	The list that I give you was from people during the time	24	Q	And I take it there was a listing each time for the
25		that I remember. I'm sorry, I should have clarified	25		property?
		24			2
٢		that. That wasn't just 2010. That would be people that	1	A	Either a listing or an addendum.
2		I have shown that I remember during the period of when I	2	Q	And you created the listing addendum each time?
3		listed until when it was sold.	3	A	Yes.
4	Q	Ouring the ten-year period	4	0	And how do you go about coing thm?
5	۸	Correct.	5	•	
6	۵	Got to let me finish. The ten-year period R's been on	6	0	
7		and off the market?	7		later, you have to be familiar with the property?
8	A	Yes.	8		MR. ERLANDSON: Objection, form.
9	0	And this most recent time that it was on the merket that	9	•	Familiar, as in what?
0		we're discussing right now, any offers to purchase?	10	Q	(Sy Mr. Beardsley:) What the property entails, the
1	A	From the Remingtons?	11		condition of the property? I mean, new do you create a
2	0	No. From any protective buyer that may have had	12		listing if you're not lemiliar with the property?
3		Interest in the property.	13	A	I know the acres, description of the business.
4	A	I don't recall during the exact year, no.	14	0	Prior to the sale of the property in May of '37, given
5	0	Any inspections?	15		the fact that it was listed by you for the prior
6	A	No.	16		LO years, how many times would you say you've walked
7	0	It was off the market in 2011 during the season, and	17		through the property?
8		then back on again; correct?	18	A	I do not know.
9	A	Yes.	19	Q	507
0	Q	Stati at 8957	20	A	I don't know.
1	A	Yes.	21	Q	Well, I mean, you show the property five times for
	Q	Just for derification, \$509,0007	22		10 years, and it's on and off the market each year. 35
20		상황감 사람과 홍감 한 것 않는 것 (23		50 a fair estimate of how many times you've walked that
2	A	Yes.	1.00		
2	A U	Yes. And during this time period, it's on the market for	24		property?

-	-	And	1	_	
1	0	27 More than 307	1	Q	29 And this Purchase Agreement indicates that the purchase
2	A	I'll go with 30.	2		price was \$899,000?
3	Q	ne an	3	A	Yes.
4	_	show the property, you're present at the time?	4	0	And the finance and the purchase is by means of contract
5	A	Yes.	5		for deed with the seller, correct?
6	0	So if we have documentation of how many times you showed	6		Yes.
7		the property, that would indicate how many times you	7	Q	This agreement was signed on April 27, 20177
8		walked through the property, as well?	8	A	Yes, by Mr. Remington, Yes.
9	A	Say again.	9	Q	And closing on er before May 15, 2017; correct?
10		If your file indicates how many times the property has	10	A	Yes.
11		been shown in the ids; 10 years, that would be	11	Q	What was the specific date of closing?
12		reflective of how many times you actually walked the	12	A	I believe it was the 12th.
13		property when you showed it; correct?	13	Q	I've seen the 12th and I've seen the 13th. That's why I
14	A	I did not keep track of when I showed the property.	14		asked ft.
15	0	You have no notation of when it was shown?	15	A	(Viewing cell phone.)
16	A	No.	15		MR. ERLANDSON: If you don't remember, you don't
17		Do you keep a calendar?	17		remember. That's fine. Tell him.
18	1123	Yeah	18	0	(By Mr. Beardsley:) Can you tell me what you were
19	1.1	Would it be on your calendar?	19		looking at?
20		I can't tell you for sure if it is or not, no.	20	A	I was looking at my phone.
21	10.25	Is it your practice to put a showing down on your	21	0	What, on your phone? To tell you when the date of
22		calendar?	22		closing was?
23	A	It's either on a note, like a sticky note	23	A	I was on my calendar.
24		Or a calendar? Do you keep a calendar at all?	24	Q	It was either the 12th or the 13th, right?
12	133	Yes.	25	A	The 12th.
-		28	1		30
1	0	In 2012 what was the price on the property?	1	۵	12th.
2	1000	899.	2		And you drafted this document?
3	0	2013 what was the price?	3	A	Yes.
4		899.	4	Q	Did anyone review this document prior to the execution?
5	Q	Old it stay at 899 from 2014, 2015, 2016, and 20177	5	A	No.
6	A	Yes.	6	۵	During the negotiations prior to dosing, were there any
7	0	And did the listing change over those years?	7		changes made to the Purchase Agreement?
8	A	Change as how?	8	A	No.
9	Q	The content of the listing. How It was put together.	9		(Exhibit 2 marked for identification.)
10	A	If Keith added anything, cabins, or If he did any	10	Q	This is an Agency Agreement Addendum, correct?
11		updates, that was probably put on there.	11	A	Yes.
12	0	But you have access to every listing that was posted	12	Q	And the date of this document is April 27, 2017;
13		from the time you started trying to sell the property;	13		correct?
14		is that right?	14	A	Yes.
	A		15	0	And is that your signature at the bottom of the page?
		No, the listing of the property that somebody would look	15	A	Yes.
17		at that would describe the buildings and the compsite	17	Q	Indicating that you signed this document on April 27,
8		and pictures, things of that nature.	18		2017, at 10 a.m.; right?
19	A	Yes.	19	A	Yes.
	-576	(Exhibit 1 marked for identification.)	20	Q	Whet's the purpose of this document?
20		Could you take a look at that, Bryan?	21	A	It is to explain the agency that I was representing, and
	0		1		to a Record and the college and the house. Recorded
21	QA	(Complied.)	22		since I represented the seller and the buyer, I needed
21	A	(Complied.) And is that the Furchase Agreement for the property that	22		to explain what I could do.
20 21 22 23 24	Q A Q	(Complied-) And is that the Furchase Agreement for the property that we're talking about today?		q	

		31			53
1		terms set forth in the document?	1		second sentence of Subsection C into the record, please.
2	A	Yes.	2	A	The broker is obligated to inform each party of all
3	0	And you understand that you owe the Remingtons duties of	3		facts the broker knows which would affect the party's
4		isyalty?	4		decision to permit the broker to represent both the
5		NR. ERLANDSON: Objection, form.	5		owner and the buyer.
6	0	(By Mr. Beardsley:) You can answer-	6	Q	So you would agree with me that as the real estate agent
7	A	Yes.	7		for the Remingtons you have an obligation to disclose
8	0	That you one the Remingtons duties of obedience?	8		all known material focts about the property which could
9	<u></u>	MR. ERLANCISON: Objection, form.			affect the buyer's use or enjoyment of the property?
10	A	Yes.	10	A	No.
11	a	(By Mr. Beardsley:) Disclosure?	11	0	I want you to go down to Agent Obligations on that
12	A	Yes.	12		Exhibit 2 and please read the first sontence.
13	a	Confidentiality?	13	A	Regardless of representation, the broker shall disclose
14		Yes.	14		all known material facts about the property which could
15	â	Reasonable care and dispance?	15		affect the buyer's/tenant's use or enjoyment of the
	870		16		property, disclose information which could have materia
16	A	Yes.	17		impact on either party's ability to fulfill their
17	•	And full accounting?	18		obligations under the purchase/lease agreement, respo
18	^	Yes.	19		honestly and accurately to questions concerning the
19	Q	in fact, by signing this you agreed to those duties,	20		property and to deal honestly and fairly with all
20		didn't you?	21		parties.
21	012	MR. ERLANDSON: Objection, form.	22		And you were the agent on this document, correct?
22	A	Yes.	23		Yes.
23		(By Mr. Beardsley;) What do shose mean to you?	24	- 555	And it says, Agent Obligations; that's what you just
24	A	As representing them, that means that I am to do what	25	4	Mad from?
25		they have asked me to do.	125	_	Peud Hom? 34
		32	1.		53 - 53 - 53 - 53 - 53 - 53 - 53 - 53 -
1	100	That's It?	1 2		Yes. Are you testifying here today that those are not your
2		Yes.	3	-	abigations?
3	Q		4		I did what the Remingtons asked me to do.
4		say anything or do anything which might place one party	1.25		이 같이 많은 것이 같아요. 그 친구가 많은 것은 것이 많다. 한 것이 많이 많이 했다.
5		at a disadvantage?	5	a	2012년 1월 201 1월 2012년 1월 2
6	A	Yes.	6		that your obligations were only to do what the
7	Q	And that you may not represent the interests of either	17		Remingtons asked you to and have nothing to do with
8		the seller, Keith Grimm; or my clients, the Remingtons,	8		what's stated in this document?
9		to the detriment of Uic other party?	9		MR_ ERLANDSON; Objection, formit
10	1.2.2.1	Yes.	10		This is what they asked me to do. I did as they
11	Q	So it's more than just doing what they asked you to do,	11		requested.
12		kin't it?	12	Q	(By Mr. Beardsley:) And, Bryan, you understand that by
13	A	No.	13		signing this you agreed to follow the terms of
14	û	if's not.	14		Exhibit 2; correct?
15		So according to your understanding of your duty to	15		MR, ERLANDSON: Objection, form; asked and
16		loyalty, you don't think that includes the duty to	15		answered.
17		advise your clients?	17	- 55	I did what they asked me to do.
18	٨	No.	18	Q	(By Mr. Beardsley:) So you're testifying here today
19	a	You agree that you're bound to inform each party of all	19		that you did not agree to follow the duties set forth on
20		facts which would affect the parties' decision to	20		Exhibit 2, correct7
21		purchase the property?	21	- 20	I did what they asked me to do.
22		MR. ERLANDSON: Objection, form.	22	Q	And, Bryan, if you did not disclose all known material
23		No.	23		facts to your clients, that would be a breach of your
	1933	(By Mr. Beardstey:) I'd like you to take a look at	24		obligation as a real estate agent; correct?
24	0				

		35	1		37
1	A	I did what the Remingtons asked me to do.	1	А	I de not know that.
2	0	(By Mr. Beardsley:) I know you've said that about four	2	Q	And would you agree with me that the presence of mold
3		times. I'm asking you if you don't disclose known	3		could affect a purchaser's use or enjoyment of a
4		material facts to your clients, that is a breach of your	4		particular property?
5		professional obligations, "yes" or "no"?	5	A	I do not know that.
6	A	No.	6	Q	How about having part of a building or a structure in
7	Q	No?	7		the right-of-way? Could that affect a buyer's use and
8	A	No.	8		enjoyment of the property?
9	Q	How long have you been a real estate agent?	9	A	I don't know that.
10	A	Since 2006, February.	10	٩	Well, you understand that having a structure in the
11	Q	How many transactions have you been a part of?	11		right-of-way is a violation of the federal regulation?
12	A	Off the top of my head, I don't know.	12		You understand that, right?
13	Q	Thousands?	13	A	I'm unaware of that.
14	A	No.	14	Q	Are you aware that if you have a structure in the
16	0	Hundreds7	15		right-of-way that it needs to be removed?
16	A	2 to 300.	16	A	I'm unaware of that.
17	0	Would you consider yourself an experienced real estate	17	0	Okay. And if you're required by law to remove a portion
18	-	agent?	18		of a structure, that would be costly, wouldn't it?
19	A	Yes.	19	A	I am also unaware of that.
20		Give me some examples of what could affect a buyer's use	20	Q	You worked construction before you were a Realtor,
21		or enjoyment of a property?	21		right7
22		MR. ERLANDSON: Objection, form. When it's	22	A	As a laborer, yes.
23		conversient for you, could we take a little break?	23	Q	And you were an accountant?
24		MR. BEARDSLEY: Sure, after he answers this.	24	A	Yes.
25		I don't know what you're asking.	25	0	And you're a college-educated man?
		36	-		38
1	0	(By Mr. Boardsley:) Well, at times you represent buyors	1	A	Yes.
2	- 270	exclusively; correct?	2	Q	And your testimony is that you're unaware that removia
3	A	Yes.	3		a portion of a structure is costly or not?
4	a	And at times you represent sellers exclusively?	4	A	I'm unaware of it.
5		Yes.	5	Q	And could having a building or structure in the
6	Q	So when you represent a buyer, you're telling me you	6		right-of-way affect a buyer's use or enjoyment of the
7	1.1	can't explain what examples could affect their use or	7		property?
8		enjoyment of the property that they've purchased?	8	A	I am unaware of that.
8	A	I'm not sure I can answer that, no.	9	Q	If you purchased a property, Bryan, and the State
10	0	Welf, would mold affect a buyer's use and enjoyment of a	10		required you to take a portion of that property and tear
11		property?	11		It down, would that affect your use of your property?
12		I don't know that.	12	A	I have not experienced that, no.
13	0	Would you purchase a house that had mold in it?	13	0	Sure. Hypothetically, if the State required you to
14	A	That's what you have inspections for.	14		remove a portion of your structure, let's just say it's
15		That's not my question. Would you purchase a house that	15		a deck, you can't use your deck anymore, would that
16	2	had mold in it?	16		affect the use and enjoyment of your property?
17		Possibly.	17	A	I am unaware of that.
18		You understand that mold can be hazardous, correct?	18		MR. ERLANDSON: Good time?
19		Mold can also be remedied.	19		MR. BEARDSLEY: Yeah.
20		You understand that mold can be hazardous, correct?	20		(A recess was taken at this time, 11:25 a.m.
21		I also know it can be remedied.	21		The deposition resumed at 11:37 a.m.
	1501	Picase answer my question. Do you understand, "yes" or	22		Mrs. Remington was not present at this time.)
			23	0	(By Mr. Beardsley:) Okay, Bryan, we're talking about
22		"no", that mold can be hazardous?	120	· • •	(a) is bounded if another a lost and a lost
22 23 24	A	"no", that mold can be hazardous? Could it be? Yes.	24		Exhibit 2 and I was asking you questions about a buyer

		39	:09		41
1		obligation to disclose known material facts. And we	1		please?
2		were going through some examples, and I believe we left	2	Q	Sure.
3		off with having a structure in the right-of-way. Do you	3	A	The whole sentence there?
4		recall those questions?	4	۹	Yeah, that you must, as an agent, disclose information
5	A	Yes.	5		which could have a material impact on a party's ability
6	Q	Have you ever previously dealt with a transaction where	6		to fulfill oldgations under the Purchase Agreement.
7		your citent is the seller or the seller's property or	7	A	Yes.
8		structure was in the right-of-way?	8	Q	Okay. Can you explain to me what that means?
9	A	I have not.	9	A	If there were items that needed to be disclosed, they
10	0	And it's your testimony today that you don't know if	10		would need to be disclosed.
11		that would affect a buyer's use and enjoyment of the	11	Q	Such as?
12		property?	12	A	I don't know.
13	A	Yes, I did.	13	Q	Well, 1 mean, you know this business better than all of
14	Q	If the property contains bridges and one of the bridges	14		us sitting here. What are some terms that need to be
15		is faulty and a vehicle fields through, would that affect	15		disclosed by a seller?
16		the use and enjoyment of the property by a buyer?	16	A	If the water heater was leaking, that would need to b
17	A	Yes.	17		disclosed.
18	۵	And if structures on the property are not in compliance	18	Q	Okay. Structural defects?
19		with code, would that affect the use and enjoyment of	19	A	Yes.
20		the property?	20	Q	Water damage?
21	A	Yes.	21	A	Yes.
22	0	If a seller provides misleading or inaccurste financial	22	a	Code violations?
23		statements, would that affect the use and enjoyment of	23	A	Yes.
24		the property?	24	0	Whether or not a property floods on a yearly basis?
25	A	Yes.	25	A	Yes.
		40			42
1	Q	Do you want to change your testimeny with regard to	1		(Eshibit 3 marked for identification.)
2		whether mold would affect the use and enjoyment of	2	Q	Okay, Exhibit 3 is Buyers Agency Agreement; do you see
3		property?	3		that?
4	A	Yes.	4	A	Yes.
5	D	Yes, you do?	5	100	That Buyers Agency Agreement pertains to this lawsuit
	_	100 Jos do	10.7	Q	
6	A	(Nodded.)	6	Q	and sale of Wild Bill's, correct?
6 7	A 0		1.5	A	and sale of Wild Bill's, correct? Yes.
÷.	. 0 .	(Nodded.)	6	AQ	Yes. And what is the purpose of this form?
7		(Nodded.) And your testimony is that it would?	6 7	AQ	Yes.
7 8		(Nodded.) And your testimony is that it would? Yes.	6 7 8	A Q A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction.
7 8 9		(Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in	6 7 8 9	A Q A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase
7 8 9 10		(Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the	6 7 8 9 10	A Q A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction.
7 8 9 10	Q	(Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the	6 7 8 9 10 11	A Q A Q	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase
7 8 9 10 11	Q	(Nodded.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property?	6 7 8 9 10 11 12	A Q A Q	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct?
7 8 9 10 11 12 13	Q A	(Nodded.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes.	6 7 8 9 10 11 12 13	A Q A Q	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct? Yes.
7 8 9 10 11 12 13	Q A Q	(Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes. And what's your testimony to that? It would.	6 7 8 9 10 11 12 13 14	A Q A Q A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct? Yes. (Mrs. Remington entered the deposition more at chis time.) And on this there's a handwritten note that says, To be
7 8 9 10 11 12 13 14 15 16	Q A Q A	(Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes. And what's your testimony to that? It would.	6 7 8 9 10 11 12 13 14 15	A Q A Q A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct? Yes. (Mrs. Remington entered the deposition more st this time.)
7 8 9 10 11 12 13 14	Q A Q A	(Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes. And what's your testimony to that? It would. Exhibit 2 that we've been talking about indicates that you must diaclose information which could have a	6 7 8 9 10 11 12 13 14 15 16	A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct? Yes. (Mrs. Remington entered the deposition more st chis time.) And on this there's a handwritten note that says, To be
7 8 9 10 11 12 13 14 15 16 17	Q A Q A	 (Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes. And what's your testimony to that? It would. Exhibit 2 that we've been talking about indicates that you must diadose information which could have a material impact on either party's ability to fulfill 	6 7 8 9 10 11 12 13 14 15 16 17	A D A D A D A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct? Yes. (Mrs. Remington entered the deposition more st chis time.) And on this there's a handwritten note that says, To be paid by seller. 1 assume that's your handwriting?
7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A	(Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes. And what's your testimony to that? It would. Exhibit 2 that we've been talking about indicates that you must diaclose information which could have a	6 7 8 9 10 11 12 13 14 15 16 17 18	A D A D A D A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct? Yes. (Mrs. Remington entered the deposition more st chis time.) And on this there's a handwritten note that says, To be paid by seller. 1 assume that's your handwriting? Yes.
7 8 9 10 11 12 13 14 15 16 17 18 19 20	0	 (Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes. And what's your testimony to that? It would. Exhibit 2 that we've been talking about indicates that you must diadose information which could have a material impact on either party's ability to fulfill abligations under the Purchase Agreement; do you see that? 	6 7 8 9 10 11 12 13 14 15 16 17 18 19	A Q A Q A Q A Q	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchise Agreement through the end of the transaction, correct? Yes. (Mrs. Remington entered the deposition more at this time.) And on this there's a handwritten note that says, To be paid by seller. I assume that's your handwriting? Yes. And it was just the agreement that Grimm was going to
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q A Q A Q A	 (Nodried.) And your testimony is that it would? Yes. Similarly, would you like to change your testimony in regards to whether having a structure in the right-of-way would affect the use and enjoyment of the property? Yes. And what's your testimony to that? It would. Exhibit 2 that we've been talking about indicates that you must diadose information which could have a material impact on either party's ability to fulfill abligations under the Purchase Agreement; do you see that? Yes. 	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A O A O A O A	Yes. And what is the purpose of this form? This is to give to the client that says that they are going to work with me on this transaction. And it incorporates your work from the Purchase Agreement through the end of the transaction, correct? Yes. (Mrs. Remington entered the deposition more at this time.) And on this there's a handwritten note that says, To be paid by seller. I assume that's your handwriting? Yes. And it was just the agreement that Grimm was going to pay you?
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	-		-	_	
		43	1.		45 had Hr, Grimm's signature on here.
1	1	you on April 27, 20177	2	0	Okay, So Brian Hags drafted the Contract for Dead?
2	- 12	Yes.	1.	A	Yes.
3	Q	All right. Now, up at the top, Bryan, in that first	1.	0	And represented Gramm?
4		paragroph, the last sentence indicates the broker and	1.	A	
5		buyer, as parties to this agreement, egree that a party	6	1.22	Yes. Okay. So when you listed the property the last time
6		in breach of any of the covenants, promises, or	6	Q	· 경험 전 경험 영향 이 전 가슴을 알려야 한다. 영향 전 영향 전 이 공격 방송 등
7		obligations arising under this contract shall be liable	17		that you listed Wild Bill's, old the listing indicate
8		and responsible for attorney's fee and costs that may	B	U	that it would be sold as a Contract for Deed?
9		result from enforcement thereof as against the party in	9	A	· · · · · · · · · · · · · · · · · · ·
0		breach. Do you see that?	10	a	
1	A	Yes.	11		changed it back. If Mr. Hagg requested that it be
2	Q	And by executing this document, you agreed to that	12		changed to a mortgage, I don't understand why he would
3		provisios?	13		de thet if Grimm didn't indicate he didn't want to do it
4	A	Yes.	14	12	on a Contract for Deed enymore.
5		MR. ERIANDSON: Just for the record, Mike, all the	15	A	
6		highlighting that's been done in Exhibits 2 and 3, that	16		change it to a mortgage, but then he called me back an
7		was your office; correct?	17		said it would be fine being left as a Contract for Deed.
8		MR. BEARDSLEY: Yeah.	18	100	Okay.
9		MR. ERLANDSON: Oksy-	19	A	
D		MR. BEARDSLEY: 1 just wanted to make R clearer	20	9	
1		for the witness.	21		teansaction, If you know?
2		MR. ERLANDSON: Sure.	22	- 22	I de not.
3	Q	(By Mr. Beardsley:) Okay.	23	Q	So this document marked as Exhibit 4, this doesn't mean
4		(Exhibit 4 marked for identification.)	24		anything? This was not part of the transaction?
5	Q	Bryan, we've marked as Exhibit 4 Addendum/Amendment to	25	A	It was never executed because I never had Keith Grimi
		44			46
			1.0		1000-400-400 STOCK
1		Purchase Agreement, and I assume this is an addendum	1		sign it.
2		Purchase Agreement, and I assume this is an addendum that pertains to the Wild Bill's transaction; correct?	2	Q	sign it. Okay.
2	A		2	Q .	sign it. Otay. Because Hagg called me back and asked me to keep it :
2	- 62-	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the	234	A	sign it. Okay. Because Hagg called me back and asked me to keep it : Contract for Deed.
2 3 4	- 62-	that pertains to the Wild Bill's transaction; correct? Yes.	2 3 4 5	a • a	sign it. Okay. Because Hagg called me back and asked me to keep it Contract for Deed. Sure. And through your business as a Realter you're
2 3 4 5	- 62-	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the	2 3 4 5 6	A	sign it. Okay. Because Happ called me back and asked me to keep it a Contract for Deed. Sure. And through your business as a Kealter you're (amiliar with a Seller's Property Condition Disclosure
2 3 4 5	- 62-	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase	2 3 4 5	A	sign it. Okay. Because Hagg called me back and asked me to keep it : Contract for Deed. Sure. And through your business as a Kealter you're
2 3 4 5	Q A	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it evens, is to charge the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1?	2 3 4 5 6	•	sign it. Okay. Because Hagg called me back and asked me to keep it a Contract for Deed. Sure: And through your business as a Kealter you're (amiliar with a Seller's Property Condition Disclosure Statement? Yes.
2 3 4 5 6 7 8	Q A	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1? Yes. Was that ever done?	2 3 4 5 6 7 8 9	•	sign it. Okay. Because Hagg called me back and asked me to keep it a Contract for Deed. Sure: And through your business as a Kealter you're (prolifer with a Seller's Property Condition Disclosure Statement?
23456789	Q A Q A	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1? Yes. Was that ever done?	2 3 4 5 6 7 8 9 10	• •	sign it. Okay. Recause Hagg called me back and asked me to keep it a Contract for Deed. Sure. And through your business as a Realter you're familiar with a Seller's Property Condition Disclosure Statement? Yes. What is the purpose of a Property Condition Disclosure Statement?
234567890	Q A Q A Q	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it evens, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1? Yes. Was that even done? No. And I just I need to clarify this. (Exhibit 5 marked for identification.)	2 3 4 5 6 7 8 9 10 11	• •	sign it. Okay. Because Happ called me back and asked me to keep it i Contract for Deed. Sure. And through your business as a Keelfer you're familiar with a Seller's Property Condition Disclosure Sixtoment? Yes. What is the purpose of a Property Condition Disclosure Sistemant? In selling a residence, the seller is required to
2345678901	Q A Q A Q	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1? Yes. Was that even done? No. And I just I need to clarify this.	2 3 4 5 6 7 8 9 10	• • •	sign it. Okay. Because Happ called me back and asked me to keep it i Contract for Deed. Sure: And through your business as a Realter you're formitian with a Seller's Property Condition Disclosure Statement? Yes. What is the purpose of a Property Condition Disclosure Statement? In selling a residence, the seller is required to complete the seller disclosure,
23456789012	Q A Q A Q	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it evens, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1? Yes. Was that even done? No. And I just I need to clarify this. (Exhibit 5 marked for identification.)	2 3 4 5 6 7 8 9 10 11	• • •	sign it. Okay. Recause Hagg called me back and asked me to keep it a Contract for Deed. Sure: And through your business as a kealter you're ternitian with a Seller's Property Condition Disclosure Statement? Yes. What is the purpose of a Property Condition Disclosure Statement? In selling a residence, the seller is required to complete the seller disclosure. Sure: 1 understand that. What's the purpose of doing
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2 3 4 5 5 7 8 9 0 1 2 3 4 5	A Q A Q A	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to charge the wording of "Contract for Deed" to "Mortgage" in Purchase: Agreement and Addenda #1? Yes. Was that even done? No. And I just I need to clarify this. (Exhibit 5 marked for identification.) And in Exhibit 5 there it says, Addenda #1. I presume that that's what was referenced in Exhibit 4? Yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16		sign it. Okay. Because Happ called me back and asked me to keep it a Contract for Deed. Sure. And through your business as a Realter you're familiar with a Seller's Property Condition Disclosure Slatoment? Yes. What is the purpose of a Property Condition Disclosure Sistement? In selling a residence, the seller is required to complete the seller disclosure. Sure. 1 understand that. What's the purpose of doing that? For them to answer truthful and honestly if there are any problems or no problems with the property.
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2345578901234557	A Q A Q A	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #17 Yes. Was that ever done? No. And I just I need to clarify this. (Exhibit 5 marked for identification.) And in Exhibit 5 there it says, Addenda #1. I presume that that's what was referenced in Exhibit 47 Yes. Diay, And you testified that the wording was not changed, and under Number 6 it says Contract for Deed Instead of Mortgage?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0	sign it. Okay. Because Happ called me back and asked me to keep it Contract for Deed. Sure: And through your business as a Realfer you're tomiliar with a Seller's Property Condition Disclosure Statement? Yes. What is the purpose of a Property Condition Disclosure Statement? Yes. What is the purpose of a Property Condition Disclosure Statement? In selling a residence, the seller is required to complete the seller disclosure, Sure: 1 understand that. What's the purpose of doing that? For them to answer truthful and homestly if there are any problems or no problems with the property. And why would the seller be obligated to do soft a thing?
23456789012345579	A A A A A A A A A A A A A A A A A A A	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it seems, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1? Yes. Was that ever done? No. And J just I need to clarify this. (Exhibit 5 marked for identification.) And in Exhibit 5 there it says, Addenda #1. I presume that that's what was referenced in Exhibit 4? Yes. Divey. And you testified that the wording was not changed, and under Number 6 it says Contract for Deed Instead of Mortgage?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0	sign it. Okay. Because Happ called me back and asked me to keep it Contract for Deed. Sure: And through your business as a Realter you're tomikar with a Seller's Property Condition Disclosure Statement? Yes. What is the purpose of a Property Condition Disclosure Statement? In selling a residence, the seller is required to complete the seller disclosure, Sure: 1 understand that. What's the purpose of doing that? For them to answer truthful and homestly if there are any problems or no problems with the property. And why would the seller be obligated to do ask a
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23456789012345678901	A A A A A A A A A A A A A A A A A A A	that pertains to the Wild Bill's transaction; correct? Yes. And the only modification, it evens, is to change the wording of "Contract for Deed" to "Mortgage" in Purchase Agreement and Addenda #1? Yes. Was that even done? No. And J just I need to clarify this. (Exhibit 5 morked for identification.) And in Exhibit 5 there it says, Addenda #1. I presume that that's what was referenced in Exhibit 4? Yes. Divey. And you testified that the wording was not changed, and under Number 8 it says Contract for Deed Instead of Mortgage? Right. This it was not changed. Cikey. Can you just clear this up for the record and explain why there was this addendum indicating a change and then there was not a change?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		sign it. Okay. Because Happ called me back and asked me to keep it Contract for Deed. Sure. And through your business as a Realter you're tensitian with a Seller's Property Condition Disclosure Slatement? Yes. What is the purpose of a Property Condition Disclosure Slatement? In selling a residence, the seller is required to complete the seller disclosure. Sure. 1 understand that. What's the purpose of doing that? For them to answer truthful and honastly if there are any problems or no problems with the property. And why would the seller be obligated to do auch a thing? MR. ERLANDSON: Objection, form. Why would the seller be when it's a residence? A residence they are required to do a seller disclosure. (by Mr. Beardsley:) And thet's to inform any
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		47		2	40
1		problems with lot lines or boundaries, correct?	11	A	I'm not sure if that is on here, but sump pump, if it's
2	A	Yes.	2		operational, yes.
3	Q	And you'd agree with me that having a portion of a	3	Q	
4		structure in the right-of-way would be a problem with	4		disclosure of any other material fact or problem that
5		lot lines or boundaries?	5		may not appear specifically on that form: you understand
6	A	Yes.	6	1.1	that?
7	Q	It also requires disclosure of pending zoning/building	7	A	Yes.
8		code restrictive covenant violation notions that could	8	a	And as you are aware, these disclosures are required by
9		affect the properts?	9		South Dakola law, but they're also important in the real
10	A	Yes.	10		estate industry; aren't they?
11	a	And that would include violations for fire pit	11		MR. ERLANDSON: Objection, form.
12		regulations7	12	A	Yes.
13	٨	I don't recall that being on the seller disclosure, but	13	۹	(By Mr. Beardsley:) And they need to be taken
14		if it is, yes.	14		seriously?
15	۵	Well, I'm just I'm wondering, in your opinion, if	15		- 1773 C
16		zoning or building code or restrictive covanants, a fire	16	a	
17		pit regulation could fall within that?	17		problems with a property, that can adversely affect a
18	A	Yes.	18		prospective buyer's decision to purchase the property?
19	۵	The location of a property near a floodploin?	19	A	When purchasing a residential property, yes,
20	A	Ves.	20		(Exhibit 6 marked for identification.)
21	Q	Water penetration?	21	Q	Okay, Marked as Exhibit 6 is the listing for Wild
22	A	Yes.	22		Bill's Campground, Saloon & Gnill; correct?
23	Q	Water damage - related repairs?	23	A	Yes.
24	A	Yes.	24	Q	And this is the listing that was operative during the
25	Q	Past or present damage to the property?	25	1	transaction sale to the Remingtons; is that right?
		48			50
1		MR. ERLANDSON: Objection, form. Just for the	11	100	Yes.
2		record, you're reciting basically a statute for him. If	2	Q	And I'd like you just to look through it quickly to make
3		you want to show him the statute, the disclosure form is	3		sure that it's complete and accurate.
4		a statute and it would probably be helpful for him to	4	A	(Complied.) Yes.
6		fork at IL	5	a	So the listings used in the previous 10 years, would
6	Q	(By Mr. Beardsley:) Would you like to see it?	6	1	they have looked similar to this Exhibit Number 67
7	A	Sure.	7	A	Yes.
8	۵	Gkay.	8	Q	And do you know of any material changes to the listing
9		MR. ERLANDSON: Just because you're asking him	9		over that time?
10		what's in the statute, I don't expect him to know that	10	A	The representation of the sleeping cabins, they were
11		by heart, so	11		added on during the course of the time that he owned
12		MR. BEARDSLEY: Sure, I thought he'd be familiar	12		se that could have changed. This building for
13		with it, but its can look at it.	13		gatherings, that was added. The drive bridge was
14	٨	This is not the one we use in our association.	14		changed during his time of ownership.
15	a	(By Nr. Beardsley:) It has a similar content, I	15	0	And I think we've established this, but I just want to
15		believe. Well, you can tell me then, if you don't use	16		confirm. You, yourself, Bryan, drafted or put together
17		it and say it's not included. Would past or present	17		this particular listing?
18		damage to the property, in your experience in	18	A	Yes.
19		representing a buyer or a seller, be disclosed in a	19	Q	I weni you to take a look at Page 2.
20		proper disclosure form?	20	A	(Complied.)
21	A	Yes.	21	Q	Under Description of Property.
22	0	So even if mold can be remedied in a property, you still	22	A	Gkay.
12.2		have to disclose that?	23	0	There are a number of things listed under this section
23					the second s
23 24	A	Yes.	24		of the page, and around in the middle it says, Living

-			1		5
1	A	51 Yes.	1		53 property, so I would not describe this as a residence.
2	0	What does "living quarters" mean to you?	2	Q	That wasn't my question, but Fill go there. Do you own
3	A	An area in the building that you can go to sleep in.	3		any rental properties?
4	a	So you're advertising it as a place for a human being to	4	A	I do not.
5	1	lve, right?	5	۵	Do you understand that rental properties are income
6	A	Yes.	6		producing?
7	0	And, in fact, prior to the sale to the Remingtons	7	A	Yes.
5	- 18	sprisone did live there, clidn't they?	8	0	And rental properties are also residences?
		I believe so, yes.		A	Yes.
10	6	And his name is Red; is that correct?	10	0	Okay. So would you define a residence as a dwelling for
11	7	I don't know that.	11	12	somebody to live in?
12	2	Do you know who lived there?	12		Yes.
13		I believe the gentieman who was leasing the restaurant	113	0	I want you to flip to the last page of the listing,
225	^	전 경험을 한 것 같아요. 김 영화 것 같아요. 것은 것은 것 같아요. 같아요. 물로 드는 것	14		please.
14	~	was staying there.	15	A	(Complied.)
16	0	Okay, And I think that was Brandon Presley, wasn't #?	15	a	And, Bryan, this looks like a description of the ilving
16		I believe so.	17	~	quarters; correct?
17	0	And didn't Keth have a handyman that also lived in the	18		quarters, correction
18		building?	19	0	And there's a kitchen?
18	- 63	1 don't know.	1.00	187	전 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전
20	۵	But you're aware that prior to sale, at least one person	20	A	Yes.
21		did live there?	21	Q	And the picture indicates there's a dishwasher, a
22	•	Yes,	22		kitchen sink, a refrigerator, and a stove in this
23	Q	In the living quarters that is adventised under	23	1.1	particular photo; is that accurate?
24		Description of Property	24	A	That's a refrigerator there. This is a different room.
25	A	He was leasing the restaurant, I don't - I didn't	25	<u>.</u>	(Indicating.)
a.		52	्य	~	54 Dh, I yeah, Pm taking about the photo above the
1		honestly	100	a	
2	Q	I'm sonry. You've got to let me finish, skay?	2		tible "kitchen in living quarters". Do you see that
3	A	Yeah.	3	123	photo?
4	Q	So you were aware that prior to the sele that there was	14	A	Yep.
5		a person living in the living quarters, as described	6	Q	And that includes a stove, freezer/refrigerator,
6		under the Description of Property of Exhibit 6; correct?	6	14	dehwasher, and a köchen sink and cabinets
7	۸	I know he was leasing the restaurant and bar. Do I know	17	- 83	Yes.
8		that he stayed there? I do not. I never seen it.	8		- in that photo?
5	Q	But I thought you just testified you were aware somebody	9		Yes.
10		was actually living there.	10	120	And that's located in the main building on the property?
11	٨	Well, that's what I heard. I don't know personally.	11	۸	Yes.
12	0	But you heard somebody was living there?	12	0	And then the next picture over says, Storage & Laundry
13	A	(Notided.)	13	Q)	Room in Living Quarters; do you see that?
14	a	And if there is testimony that somebody was, in first,	14		Yes.
15		living in the living quarters, you'd have no reason to	15	0	And I think that's what you were referring to. There's
16		dispute that?	16		a deep freeze and then a washer and dryer, looks like?
17	A	No.	17	A	Yes.
18	Q	Okay. And another term for living quarters would be a	18	Q	Okay. Then the third picture says, Office/Bedroom and
19		"residence," wouldn't R?	19		Full Bath; do you see that?
20	A	That is not now I described it, no.	20	A	Yes.
21	0	well, did the person living in the living quarters	21	Q	And all of these photos are taken from the main building
22		describe it as their residence?	22		to describe the living quarters on this property?
23	A	I don't know.	23	A	Yes.
		man at the second data and the second data and the second of the	24	Q.	In addition, this indicates that the basement has three
24	0	Well, how would you define what a residence is?	100		

		66		10-11	\$7
1		right?	1	A	Yes.
2	A	Yes.	2	Q	Are you aware that Gene Hensley has testified as an
3	Q	And those are not depicted in photographs on this page.	3		espert in ournirous lawsuits?
4		correct?	4	A	I am not aware,
5	A	Yes.	5	Q	Would you agree that Gene Hensley is qualified to
6	Q	So on the main building you have a bedroom and full beth	6		provide expert opinions regarding Realtor obligations
7		upstaire, correct?	7		and real estate transactions?
B	A	Yes.	8		MR. ERLANDSON: Hold on, Objection, You're
9	Q	A kitchen upstairs?	9		catting for him to make a legal conclusion, and it's
10	A	Yes.	10	1.1	well beyond the scope of this witness.
11	Q	A laundry room upitalra?	11	Q	(By Nr. Beardsley:) You can answer,
12	A	Yes.	12		MR. ERLANDSON: No, you can't. It's not an
13	Q	And three bedrooms and a half bath in the basement,	13		appropriate question.
14		right?	14		MR. BEARDSLEY: Then 2's certify the question.
15	A	Yes.	15		MR. ERLANDSON: Go ahead.
16	Q	And do you know if Keith periodically stayed in the	16	Q	(By Mr. Beardsley:) So just so I'm clear, I asked you
17		living quarters?	17		If you have an opinion regarding whether Gana is
18	A	Yes.	18		qualified to give an expert opinion regarding real
19	Q	He did?	19		estate transactions and Realtor obligations, and you're
20	A	Yes.	20		going to follow the advice of counsel and not answer the
21	Q	We've streedy established that you know Gene Hensiley.	21	2	question; is that correct?
22		correct?	22	A	Correct.
23	A	Yes.	23	Q	Have you ever assisted Gene with providing expert
24	Q	How long have you known Gene?	24		opinions?
25	A	16 years.	25	A	No.
		56		4	58
1	Q	Have you worked for him that entire time?	1	0	Have you ever been retained to provide expert opinions?
2	A	No. He sold the RE/MAX shortly after I was moved over	2	A	Once.
3		there by him. Asked to come over there by him.	3	0	Okay, Tell me about that.
4	Q	Okay. And just refresh my memory. You went to RE/MAX	1	•	It was well, I'm not sure if I can discuss it, to be
5		In what year?	5		honest with you.
6	A	2607.	6	Q	Well, you don't have to tell mu the names of the parties
7	a	And when did Gene sell it over to Tany?	17	2	just yet; but, in general, why were you retained?
8	٨	He sold it to Kelly Howie.	8	021	To give my opinion on a value of a property.
9		What year was that?	9	9	Did the lawsuit involve a real actuate agent being sued?
10	200	I believe it was 2008.	10	A	No.
11	Q	Osay. But it's my understanding Gene is still selling	11	0	I'm sorry?
12		real estatu	12	A	No.
13		Yes.	13	0	What did the lawsuit involve?
14	157	for RE/MAX?	14	A	I don't want to I don't know if I'm at liberty to
15	231	Yes.	15	1	say.
16		So you work with Gene?	16	0	1 think you are.
17	2002	Work with, yes.	17	A	No.
18	Q	Okay. And Gene is old, like this guy sitting next to	18	0	You can answer.
19		me, so it's safe to say he's been in the real databe	19	A	No thank you.
20		business for many years?	20		MR, BEARDSLEY: Counsel?
21	0.69	Yes.	21		MR. ERLANDSON: Let me have a moment to discus
22	Q	And you'd agree that he's a very respected real estate	22		that with him, if you don't mind.
23		agent in this state?	23		MR, BEARDSLEY: Sure. No problem.
24	A	Yes.	24		(Off the record briefly.)
		Vary knowledgeable?	25		MR. FRIANDSON: In the case that there may be a

79

	_		- 1	-	F1
1		59 confidentiality provision to prevent his disclosure, I'd	1		61 Cempground7
2		be happy, if we could get a copy, to take a look at it,	2	A	I am not.
3		and if there isn't any such prohibition, then we can	3	a	Do you know where the Horse Thief Campground is?
4		supplement the answer, But if there is, I just he's	4	A	I do.
5		not comfortable answering the question.	5	a	And Horse Thief Campground is pretty similar to Wild
6		MR. BEAROSLEY: I just want to know the nature of	6		Bill's, Isn't tt?
7		the lawsuit. I don't want to know the parties. I don't	7	A	They're both campgrounds.
8		need to know the outcome. But is terms of any further	8	0	How many campgrounds have you sold as an agent?
		questions, I'd like to know the nature of the lawsuit	9	A	Five.
10		and what his opinion included.	10	0	Can you please list them for me?
11		MR. ERLANDSON: And I haven't seen the	11	A	Most recent was Wild Bill's. And then I sold Whispering
12		confidentiality provision so I can't tell you whether	12	. 65	Pines. I helped someone buy that, and then I sold it.
13		aven discussing the nature of the suit would be a breach	13		So there's two more. Fort Welikit, and Spokane Creek.
14		for him. So	14	0	Fart Welikit?
		MR. BEARDSLEY: Sure. Then I'd just request that	15		
15			16		MR, NOONEY: And you say Spokane Creek?
16		we keep this deportion open for those purposes.	17		THE WITNESS: Yes.
17	-	MR. ERLANDSON: Sure.	18	0	(By Mr. Seardsley;) Where are the last two located?
18	Q	(By Mr. Beardsley:) And I understand you don't feel	19	A	
19		comfortable answering that, and Greg and I will review	20	^	Keystone.
20		any confidentiality document and go from there; okay?	21	~	Do these campgrounds include cabins and RV sites?
21		Yes.	100.	- 22	
22	Q		22	A	Yes.
23	- 53	in at least one case?	23	9	Any restaurants or bars on the property?
24	•	Yes.	24	^	Whispering Pines had a little food and beer area.
25	Q	Did you provide a report?	25	Q	Okay. Any of these properties have fiving quarters?
	0057	63			62
,	A	Yes.	12	^	Yes.
2	Q	Was the case tried to a jury or a court or was it	2	9	Which ones?
3		settled but of court?	3	^	I believe all of them.
4	A	I don't feel comfortable answering.	4	0	Are you aware that Gene Hensicy testilled that because
5		MR. BEARDSLEY: Greg, just as long as we have an	5		the Horse Thiel Camppround contained living quarters and
6		understanding, we'll keep it open for this purpose, I'm	6		a residential structure, that a Property Disclosure
7			182		
		fire.	7		Statement was required? Are you aware of that?
8		MR. ERLANDSON: Sure.	7	A	No.
8 9		and the second second matching of the second second	7 8 9	A Q	No. Do you disagree with Mr. Hensiley's expert opinion?
9		MR. ERLANDSON: Sure.	7 8 9 10	A Q	No. Do you disagree with Mr. Hensiley's expert opinion? MR. BRLANDSON: Hold on. We're not going to
9 10		MR, ERLANDSON: Sure. MR, NOONEY: Just for clarification, Mike and	8	A Q	No. Do you disagree with Mr. Hensiley's expert opinion?
9 10 11		MR, ERLANDSON: Sure. MR, NOONEY: Just for clarification, Nike and Greg, you said it involved, Bryan, the evaluation of a	8 9 10	• 0	No. Do you disagree with Mr. Hensiley's expert opinion? MR. BRLANDSON: Hold on. We're not going to
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_		and the local data and the second data and the	-		and the second s
		63 MR_ NDDNEY: Can I ask a dumb guestion? Has Gene	1	A	65 Yes.
1			2		And this letter by the Department of Transportation is
2		offered an opinion in this case?	3		informing Nr. Grimm that a portion of the deck is
3		MR. ERLANDSON: No. Have you hired Gene?	4		encroaching the right-of-way by 3.5 feet on the north
4		MR, BEARDSLEY: No.	5		side of U.S. Highway 385; do you see that?
5		MR. ERLANDSON: 1s he your export?			
6		MR. BEARDSLEY: NO.	6	- 22.2	I do.
7		MR, ERLANDSON: So you're asking about an expert	7	Q	And the rederal regulations require that that portion of
8		you've not even hired, so —	8		the deck be removed from the right-of-way, right?
9		MR. NDONEY: Just want to make sure I understood.	9	- 699	Yes.
10		MR, ERLANDSON: Okay, All right, 59	10	Q	And it says, Please remove this portion of deck out of
11	Q	(By Mr. Beardsley:) Well, you've known Gone for years-	11		the right-of-way by October 1, 2017; correct?
12		You've worked with him. I'm just asking if you agree	12	100	Yes.
13		with his opinion.	13	Q	And Mr. Grimm never informed you of this?
14		MR, ERLANDSON: And you're vouching that's what he	14	A	No.
15		testified to or gave an opinion on a different case	15	Q	As the agent trying to sell this property, would you
16		that's unrelated to this one?	16		have liked to know about this?
17		MR. BEARDSLEY: Yes.	17	A	I did not know.
18		MR, ERLANDSON: Just so I understand for the	18	Q	Sure. I understand that.
19		purposes of your guestioning.	19		Would you have liked to know that 8 portion of the
20		MR. BEARDSLEY: Yes.	20		structure was in the right-of-way and had to be removed
21		MR. ERLANDSON: And he's	21	A	I didn't know.
22	A	Not going to answer.	22	Q	Mr. Grimm should have told you about this, shouldn't he
23	0	(By Mr. Beardsley:) Is it your opinion that a Property	23		have?
24		Disclosure Statement is required when there is a	24	A	I don't know.
25		residential structure on the property?	25	Q	You would agree that if the Remingtons didn't know about
-	-	64			66
1	A	No.	1		this and after the purchase of the property received
2		On the four other campgrounds that you have sold, or	2		notice from the Department of Transportation that they
3	-	purchased and sold as an agent, all of which had living	3		had to remove a portion of their deck, that that would
2		quarters on the property, did any of them include a	4		affect the use and enjoyment of their property?
5		Property Disclosure Statement?	5	A	Yes.
6	A		6	0	And, additionally, if a portion of the parking lot was
7		Does RE/MAX have any specific policies or guidelines to	7		in the right-of-way that had to be surrendered to the
8	w.	help a broker associate determine when a Property	8		State, that would affect the use and enjoyment of the
2		Disclosure Statement is required?	9		property?
			10		Yes.
10	A	No. Okey. We've talked a little bit about one of the	11	- 22	And these additional costs could affect the decision of
11	ų	structures being in the right-of-way. Are you familiar	12	1	a potential buyer to actually even purchase the
12			13		property?
		with thet?	14		I don't know.
		No.	15		Well, you have a piece of property listed and a purchase
14	A .	taking their south on thigh Mr. Column take of the barbart outstands on	1.04	-	price, and the prospective buyers are unaware of
14 15		Were you aware that Mr. Grimm was contacted numerous	10		and the set of the set of the period of the set of the
14 15 16		times by the South Dakota Department of Transportation	16		사람이 가 밖에 실려 안 해야 할 수 있는 것이 것이 것이 안 가지 않는 것이 같이 있다.
14 15 16 17		times by the South Dakota Department of Transportation that part of his structure was, in fact, in the	17		thousands of dollars of incurred costs after the
14 15 16 17 18	۵	times by the South Dakota Department of Transportation that part of his structure was, in fact, in the right-of-way?	17 18		thousands of dollars of incurred costs after the purchase. That could affect their decision to actually
14 15 16 17 18 19		times by the South Dakota Department of Transportation that part of his structure was, in fact, in the right-of-way? No.	17 18 19		thousands of dollars of incurred costs after the purchase. That could affect their decision to actually make the purchase, couldn't it?
14 16 16 17 18 19 20	۵	times by the South Dakota Department of Transportation that part of his structure was, in fact, in the right-of-way? No. (Exhibit 7 marked for identification.)	17 18 19 20	0.2	thousands of dollars of incurred costs after the purchase. That could affect their decision to actually make the purchase, couldn't it? I don't know.
14 15 16 17 18 19 20 21	۵	times by the South Dakota Department of Transportation that part of his structure was, in fact, in the right-of-way? No. (Exhibit 7 marked for identification.) Before you is Exhibit 7. It's a letter from the	17 18 19 20 21	Q	thousands of dollars of incurred costs after the purchase. That could affect their decision to actually make the purchase, couldn't #? I don't know. Would it affect your decision to make a purchase?
14 15 16 17 18 19 20 21	•	times by the South Dakota Department of Transportation that part of his structure was, in fact, in the right-of-way? No. (Exhibit 7 marked for identification.)	17 18 19 20 21 22	Q A	thousands of dollars of incurred costs after the purchase. That could affect their decision to actually make the purchase, couldn't #? I don't know. Would it affect your decision to make a purchase? I don't know.
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15	Q	times by the South Dakota Department of Transportation that part of his structure was, in fact, in the right-of-way? No. (Exhibit 7 marked for identification.) Before you is Exhibit 7. It's a letter from the Department of Transportation to Keith Grimm dated	17 18 19 20 21 22 23 24	0 • 0	thousands of dollars of incurred costs after the purchase. That could affect their decision to actually make the purchase, couldn't #? I don't know. Would it affect your decision to make a purchase? I don't know.

Page 63 to 66

67 I understand that. If you were buying a piece of property, seller was receiving notices from the Department of Transportation Saying a portion of your building has to be removed and he sold it without telling you, would that upset you? I was not the buyer. I don't know. Keth Grimm was well aware that his property was in violation of federal regulations when he sold it to the Remingtons, weant he? MR. MDONEY: Objection, foundation. MR. ERLANDSON: Join. I do not know. (By Mr. Beardsley:) Well, he received a notice from the Department of Transportation I see that. - and that was prior to the sole, wean't it? Yes.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q A Q A Q A Q A Q A Q	69 No. Why don't you ask these questions? Because they're working. I I'm sorry. I didn't hear that. They're working. They're working: What does that mean? I the bridges are fine when I listed the property. Well, sir, in a situation like this where you represent both the seller and the buyer, wouldn't it be predent for you to ask these simple questions to make sure that they're buying a sound piece of property, being the Remingtons? No.
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NR. ERLANDSON: Join. I do not know. (By Mr. Beardsley:) Well, he received a notice from the Department of Transportation I see that. and that was prior to the sale, wean't it? Yes.	11 12 13 14 15	195	they're buying a sound piece of property, being the Remingtons?
I do not know. (By Mr. Beardsley:) Well, he received a notice from the Department of Transportation I see that, and that was prior to the sale, wasn't it? Yes.	12 13 14 15	195	Remingtons?
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Department of Transportation 1 see that. and that was prior to the sale, wasn't it? Yes.	14 15	195	No.
Department of Transportation 1 see that. and that was prior to the sale, wasn't it? Yes.	15	Q	
I see that. and that was prior to the sale, wasn't it? Yes.	1000		Because, according to you, the only obligation you have
- and that was prior to the sale, wasn't it? Yes.	16		is to do what they ask you to do; right?
Yes.		A	Yes.
en e	17	Q	In your line of work, your clients hire an agent for a
I understand it's your position that a Property	18		reason; right?
Disclosure Statement is not required in this case, but	19	A	Yes,
of you were selling a residential home and your client	20	Q	And they depend on you for advice, correct?
received a notice similar to that, the seller received a	21	A	Yes.
notice similar to that, that would have to be disclosed	22	0	Most people that make large purchases don't do it all
to the bayer, wouldn't it?	23	180	the time, do they?
If it was a residential home, yes.	24	A	I don't know that.
Do you know if Ketth Grimm contacted Mike Carlson or	25	-85	And your clients entrust you to make sure they don't get
68	1	-	70
Steva Tm poing to spell it W-I-E-G-E that's	1.		a bad deal, don't they?
listed on that document?	2		MR, ERLANDSON: Objection, form.
No.	3	4	I don't know that.
You don't know or, no, he did not?	4	0	(by Mr. Beardsley:) When samebody retains you for your
I do not know.	5	1	services as a real estate agent, you expect that they
And you're not aware of anything that Mr. Grimm did to	1		would trust you: correct?
	7	۸	Yes.
warn my clients of this issue, are you?		-	And whan you represented Duane and Melody Remangton, you
I am not aware. But at this time this particular piece of property was			didn't ask one question to Keith Grimm about any
	10		problems or issues with the property?
listed by you, right?	11	A	No.
Yes.	12	- 22	You were familiar with this property for 10 years.
CONTRACT AND ADDRESS AND ADDRESS AND ADDRESS ADDRE	13	4	personally showed it over 30 times, and never once
And you didn't do enything to inform the Remingtons of	1.1		inquired about any issues or problems with the property?
And you didn't do enything to inform the Remingtons of this potential issue, did you?	1.55	٨	No.
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of It.	45	1.5	No. Do you think that's appropriate?
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of	1993	-	Yeah.
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask?	16		신경은 친구가 지 않는 것 가격한 가격 배가 많다. 안 집 것 같아요. 가 같아요.
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask? What they want to sell it for. What the property	16 17	A	
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask? What they want to sell it for. What the property contains.	16 17 18	A Q	
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask? What they want to sell it for. What the property contains. Do you ever eak If a structure is in the right-of-way?	16 17 18 19	1	that leased the restaurant from Keith Grimm. You're
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask? What they want to sell it for. What the property contains. Do you over eak If a structure is in the right-of-way? No.	16 17 18 19 20	a	that leased the restaurant from Keith Grimm. You're familiar with Brandon Presley?
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask? What they want to sell it for. What the property contains. Do you ever eask If a structure is in the right-of-way? No. Do you ever ask about material delects?	16 17 18 19 20 21	Q A	that leased the restaurant from Keith Grimm. You're familiar with Brandon Presley? I never met him, no.
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask? What they want to sell it for. What the property contains. Do you ever eak If a structure is in the right-of-way? No. Do you ever ask about material defects? No.	16 17 18 19 20 21 22	Q A	that leased the restaurant from Keith Grimm. You're familiar with Brandon Presley? I never met him, no. And Mr. Presley has indicated that the basement of the
And you didn't do enything to inform the Remingtons of this potential issue, did you? I didn't know of it. When you list a property for a seller, what type of questions do you generally ask? What they want to sell it for. What the property contains. Do you ever eask If a structure is in the right-of-way? No. Do you ever ask about material delects?	16 17 18 19 20 21	Q A	that leased the restaurant from Keith Grimm. You're familiar with Brandon Presley? I never met him, no.
	I didn't knew of it.	When you list a property for a seller, what type of 15	When you list a property for a seller, what type of 15 A questions do you generally ask? 16 Q What they want to sell it for. What the property 17 A

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-	-		1		73
1	0	71 Subsequent to this lawsuit are you aware that there was	1.	a	In fact, didn't you show it to the Remingtons in the
2		a mold problem in the basement of the living quarters?	2	1	spring?
3	•	No.	3	A	I did not.
2	0	Have you seen any photos of the mold?	4	0	Who showed it to the Reminotons?
2	~	Only from what I was given by your	6		I believe Mr. Grimm did.
5	-	경험 전 전 경험 가지 않는 것 같아. 그는 것 것 같은 것 같아. 것 같아. 것 같아. 아이들 것 같아. 아이들 것 같아.	6	0	Would you agree that mold can be one of the worst
6	۵	At anytime during the 10 years of listing this property	7	~	structural defects in a building?
7		on and off, did you ever recommend to Mr. Grimm to make	8		MR. ERLANDSON: Objection, form.
8		modifications to the living quarters or the basement?	1.5	A	I don't know that
8	A	No.	9	1.5	[7] : 2] : 2] : 2] : 2] : 2] : 2] : 2] :
10	Q	But if Keith Grimm ever did make any modifications, he	10	Q	
11		would tell you; correct?	11	1	sell; fair?
12		MR. ERLANDSON: Objection, form.	12	- 20	I don't know that.
13	A	Yes.	13	Q	You con't know that.
14	Q	(By Mr. Beardsley:) For the purpose of updating the	14		Do you know whether or not the existence of black
15		listing?	15		mold can diminish the value of a property?
16		Yes.	16	Sar	MR. ERLANDSON: Objection, form,
17	Q	Prior to selling Wild Bill's to my clients, I assume you	17		I don't know that.
18		walked through the living quarters?	18	Q	(By Mr. Boardsley:) But you've given expert testimony
19	Α	Yes.	19		on property valuations before, correct?
20	۵	And the basement?	20	A	Once.
21	A	Yes.	21	Q	And if there's presence of a hazardous material in the
22	0	You would agree that yearly flooding and the existence	22		house, that could affect the value of a property?
23		of mold is something that should be disclosed to a	23	Α	I don't know that.
24		prospective buyer?	24	Q	If you're trying to sell a house, sir, and the house
25		MR. ERLANDSON: Objection, form.	25	5	contains a hazardous condition, what would your
		72			74
1	12.5	If that were the case, yes.	1	ce)	recommendation to the seller be?
2	Q	(By Mr. Beardsley:) And, Bryan, you would agree with me	2	A	To remody the problem.
3		that concealing the presence of mold or any sort of	3	a	Because otherwise it's harder to sell, isn't it?
4		water damage to a buyer is not appropriate?	4	A	10-17 전 12:46 · 27 17 17 17 17 17 17 17 17 17 17 17 17 17
6	A	I'm unaware of anyone concealing anything.	5	٩	Would your recommendation be to also disclose the
6	Q	That's not my question.	6		problem?
7		Conceasing the presence of mold or water damage to	7	A	Yes.
8		a prospective buyer by a seller is not an appropriate	8	۵	Dicay, Why don't you go back to exhibit the listing.
		ables to do	9		(Complied.)
		thing to do	1.2	A	
10	A	Yes.	10		Got it? And Page 5.
	122		1.2	٩	Got it? And Page 5. Yes.
10	Q	Yes.	10	0 A	
10	Q A	Yes. - correct?	10 11	0 A	Yes.
10 11 12 13	Q A	Yes. - correct? Yes.	10 11 12	0 A 0	Yes. It indicates here there's a new drive bridge? Yes.
10 11 12 13	Q A Q	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm	10 11 12 13	0 4 0 4 0	Yes. It indicates here there's a new drive bridge? Yes.
10 11 12 13 14	Q A Q A	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the basement? I am not.	10 11 12 13 14	0 4 0 4 0	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know?
10 11 12 13 14 15	Q A Q A	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the bescment? I am not. And Grimm removed it prior to the sale to the Remingtons	10 11 12 13 14 15	O A O A O A	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know? To drive on, two.
10 11 12 13 14 15 16	Q A Q A	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the basement? I am not. And Grimm removed it prior to the sale to the Remingtons in an effort to conceal the water issues; are you aware	10 11 12 13 14 15 16	O A O A O A	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know? To drive on, two. And the listing indicates that these bridges, or just this one bridge, was rebuilt?
10 11 12 13 14 15 16 17	0 4 0 4 0	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the basement? I am not. And Grimm removed it prior to the sale to the Remingtons in an effort to conceal the water issues; are you aware of that?	10 11 12 13 14 15 16 17	GAGAGAG .	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know? To drive on, two. And the listing indicates that these bridges, or just this one bridge, was rebuilt?
10 11 12 13 14 15 16 17 18	0 A Q A Q A	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the basement? I am not. And Grimm removed it prior to the sale to the Remingtons in an effort to conceal the water issues; are you aware of that? No.	10 11 12 13 14 15 16 17 18	OADADAD A	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know? To drive on, two. And the listing indicates that these bridges, or just this one bridge, was rebuilt? This one bridge was rebuilt since he purchased the property.
10 11 12 13 14 15 16 17 18 19 20	0 A Q A Q A	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the basement? I am not. And Grimm removed it prior to the sale to the Remingtons in an effort to conceal the water issues; are you aware of that? No. During the 10 years that you had this property listed	10 11 12 13 14 15 16 17 18 19 20	OADADAD A	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know? To drive on, two. And the listing indicates that these bridges, or just this one bridge, was rebuilt? This one bridge was rebuilt since he purchased the property. And do you know if Mr. Grimm made any other
10 11 12 13 14 15 16 17 18 19 20 21	0 A Q A Q A	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the bescment? I am not. And Grimm removed it prior to the sale to the Remingtons in an effort to conceal the water issues; are you aware of that? No. During the 10 years that you had this property listed and you'd show it in excess of 30 times, what times of	10 11 12 13 14 15 16 17 18 19 20 21	OADADAD A	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know? To drive on, two. And the listing indicates that these bridges, or just this one bridge, was rebuilt? This one bridge was rebuilt since he purchased the property. And do you know If Mr. Grimm made any other
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10 11 12	0 A Q A Q A	Yes. - correct? Yes. And due to this flooding, are you aware that Mr. Grimm used a sump pump in the basement? I am not. And Grimm removed it prior to the sale to the Remingtons in an effort to conceal the water issues; are you aware of that? No. During the 10 years that you had this property listed and you'd show it in excess of 30 times, what times of the year would you generally show the property?	10 11 12 13 14 15 16 17 18 19 20 21	O A O A O A O	Yes. It indicates here there's a new drive bridge? Yes. How many bridges were on the property, do you know? To drive on, two. And the listing indicates that these bridges, or just this one bridge, was rebuilt? This one bridge was rebuilt since he purchased the property. And do you know if Mr. Grimm made any other representations to the Remingtons that the other bridge

-	-	75	T		77
	A	rs To rebuild?	1		and honest in the value of the improvements, that would
2	0	Yeah.	2		be ineppropriate?
3		No.	3	A	Yes.
à.	0	Did you ever inspect or go look at both of the bridges?	4	0	So, in other words, If you overlisfiate the value of the
5		When I showed the property, I seen them.	5		improvements, that would deceive a potential buyer;
6	0	And are you aware since the purchase by my clients, two	6		correct?
7		different mater homes have went through the bridge?	7	A	Yes.
8		Ng.	8	0	Tell me about your meetings with the Remingtons. When
2	0	And you'd agree with me that if the seller maintains	9	23	did you first meet them?
0		that the builde was rebuilt and widened when, in fact,	10	A	The day Mr. Remington came to my office to write the
11		it was not, that that would be improper?	11	22	offer.
		Yes. Yes.	12	0	Do you remember that day?
12			13	A	Pretty good.
13	Q	The financial condition of the property, how did you	14	0	What day was it?
4	120	obtain that intermation?	15	~	1 believe it was the 27th of April.
5	^	Nr. Grimm give me the financial information.	16	0	What was the content of that meeting?
5	0	What did that consist of?	17	A	He came to make an offer on Wild All's.
7	A	Profit and loss statement.	1.38	53	And that was the day that the both of you, including
8	Q	Anything else?	18	Q	Maledy, executed a number of these exhibits we've talked
19	A	When the tax returns were completed, I would get a copy	199		
20		of that,	20	2	ebout teday; comut?
21	Q	Anything elice?	21	A	
22	A	No	22	6	feeling well on the 27th, if my momory serves me.
23	Q	what did you do with this information?	23	a	Was Duane with Helody on May 1917
24	A	Kept it in my file.	24	A	Yes.
25	۵	And from would you use this information when bying to	25	Q	So tell me how the meeting wont. Was there - 410 you
		78	Ì.,		78
1		sell the property?	1		set up a showing? Did you address financial issue?
2	A	When someone would prove that they had the means to do a	2		Did you address their questions? What happened?
3		purchase, I would give them the information.	3	A	We did the Purchase Agreement. (Indicating.)
4	٩	For what purpose?	1.4	•	Did you discuss the cap cate?
5	A	For the buyer.	5	A	No.
6	Q	You provide the tinancial condition of the business to	6	0	What is the cap rate?
7		the buyer to try to sell the place?	17	A	I would have to look back in my notes. I don't know
8	A	Yes.	8		what
9	Q	And that was your goal was to sell R?	9	a	Just generally spewking, describe what that means, "cap-
0	A	Yes.	10		rate".
11	۵	Wara you ever provided an improvement Bat?	11	A	
95		I did the improvement list.	12		Income and you end up with a cap rate.
	A				So it's a way to place a value on the property?
2	A Q	You did the improvement list?	13	۵	
2	A Q A		13 14		Could be.
12	A Q A Q	You did the improvement list?	12.2	A	Could be. How else would you use #? I mean, I'm sorry, educate
2 3 4 5	121	You did the improvement #st? Yes.	14	A	그는 것은 사람이는 그렇게 많은 것을 가지 않았다.
2 3 4 5 6	121	You did the improvement list? Yes. How did you do that?	14 15	A	How else would you use #? I mean, I'm sorry, educate
2 3 4 5 8 7	121	You did the improvement list? Yes. How did you do that? By talking to Kelth, asking him the improvements that he	14 15 16	A Q	How else would you use R? I mean, I'm sorry, educate me on this. I'm not really sure how it works.
2 3 4 5 8 7 8	0 A	You did the improvement list? Yes. How did you do that? By talking to Keith, asking him the improvements that he did on the property.	14 15 16 17	A Q A	How else would you use R? I mean, I'm sorry, educate me on this. I'm not really sure how it works. I mever talked cap rate with Hr. Remington.
23456789	0 A	You did the improvement Kit? Yes. How did you do that? By talking to Kelith, asking him the improvements that he did on the property. And if would be inappropriate to inflate the values on the improvement list, wouldn't R?	14 15 16 17 18	A Q A	How else would you use R? I mean, I'm sorry, educate me on this. I'm not really sure how it works. I mever talked cap rate with Mr. Remington. Never?
12 13 14 15 16 17 18 19 20	0 • 0	You did the improvement Kit? Yes. How did you do that? By talking to Kelith, asking him the improvements that he did on the property. And if would be inappropriate to inflate the values on the improvement list, wouldn't R?	14 15 16 17 18 19	A Q A Q A	How also would you use R? I mean, I'm sorry, educate me on this. I'm not really sure how it works. I never talked cap rate with Mr. Remington. Never? After the fact we had talked a little bit about one,
12 13 14 15 16 17 18 19 20	0 A Q A	You did the improvement list? Yes. How did you do that? By talking to Keith, asking him the improvements that he did on the property. And it would be inappropriate to inflate the values on the improvement list, wouldn't R? No.	14 15 16 17 18 19 20	A Q A Q A	How also would you use R? I mean, I'm sorry, educate me on this. I'm not really sure how it works. I never taileed cap rate with Mr. Remington. Never? After the fact we had taileed a little bit about one, yes.
2 3 4 5 6 7 8 9 0 1 2	0 A Q A	You did the improvement list? Yes. How did you do that? By talking to Kelth, asking him the improvements that he did on the property. And it would be inappropriate to inflate the values on the improvement list, wouldn't R? No. So according to you, if you claim an improvement was	14 15 16 17 18 19 20 21	A Q A Q A	How also would you use R? I mean, I'm sorry, educate me on this. I'm not really sure how it works. I mever talked cap rate with Hr. Remington. Never? After the fact we had talked a little bit about one, yes. Okay. So you had a meeting with Duane on the 27th of
3	0 A Q A	You did the improvement Kit? Yes, How did you do that? By talking to Kelith, asking him the improvements that he did on the property. And if would be inappropriate to inflate the values on the improvement list, wouldn't R? No. So according to you, if you claim an improvement was worth \$15,000 when, in fact, it was worth 8, there would	14 15 16 17 18 19 20 21 22	A Q A Q A	How else would you use R? I mean, I'm sorry, educate me on this. I'm not really sure how it works. I never talked cap rate with Mr. Remington. Never? After the fact we had talked a little bit about one, yes. Okay. So you had a mawing with Duane on the 27th of April 2017, and then another meeting on May 1st with

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		79	1		81
1		Hy office.		A	Yes.
2	a	And after the fact, when was the next meeting that you	2	Q	Did you do anything to verify the triancial information
3		had?	3		that Mr. Grimm provided to you?
4	A	I don't know the date off the top of my head.	4	A	I had the tax return.
5	0	Prior to the sale did you inform Quarte and Melody that	5	Q	Do you know and if you den't, that's fair who
6		the business makes \$240,000 in three and a half months?	6		prepared the financial information that was provided to
7	A	Prior to sale, no.	7		Yau7
8	a	At anytime?	8	A	Do not, 1 don't recall.
9	A	Afterward. When I give them the financial statement,	9	Q	Have you ever sold any other properties for Mr. Grimm?
10		they can see that.	10	A	No.
11	0	And then did you inform them that the cap rate was	11	0	Have you talked with Keith Grimm about this lawsuit?
12		\$3,009,0007	12	A	Before I was added to it, yes.
13	A	No.	13	0	What was your convensation?
14	0	What was your discussion then with regard to the cap	14	A	He told me what was going on.
15		rate?	15	Q	Anything else?
16	A	I don't recall having a discussion about cap rate.	16		That's it.
17	0	Did you take notes of this? These meetings?	17	Q	What was your response?
18	A	No.	18	A	I couldn't understand why.
19	0	After the purchase, how many other times did you meet	19	۵	During your representing of Duane and Helody, is it your
20		with Duene and Melody?	20		opinion that they just wanted a fair deal?
21	A	Off the top of my head, I don't remember. But I do have	21		MR. ERLANDSON: Objection, form.
22		a note of that, yes.	22	A	I don't know that.
23	0	Three or four?	23	Q	(By Mr. Beardsley:) During the ten-plus years of
24	A	I'd say it was either four or five.	24		listing this property, was there ever an inspection
25	۵	And why were these meetings taking place?	25		done?
-		80		-114	82
1	A	Duane had some questions.	1	A	Not that I'm aware of.
2	Q	Did he have some concerns?	2	Q	But there could have been?
3	A	Yes.	3	A	í don't believe so.
4	Q	And what were the concerns that he voiced to you?	4	Q	And if an inspection was completed, that would be in
5		About the income that he was making.	5		your file; cornect?
6	Q	Was there a meeting scheduled at your office where Duane	6	A	Not necessarily, no.
7		and Melody showed up and you weren't there?	7		MR, BEARDSLEY: Can we just take a couple-minute
8	A	Now it was set up was Mr. Remington was supposed to be	8		brenk, Greg?
9		there at 9 s.m. 1 had another appointment at 10. He	9		MR. ENLANDSON: SUPE.
10		had not showed up by 10. I left. After that time, not	10		(A recess taken at this time, 12:49 p.m. A lunch
11		sure what time that was, Hrs. Remington showed up. Hy	11		recess was taken. The deposition resumed at
12		office called me to tell me that she was there and I was	12		1:41 p.m.)
13		not able to come back at that time.	13	Q	(by Mr. Beardsley:) Bryan, you said you were previously
14	a	lan't it true when your office called you that they	14		retained as an expert and gave a property valuation
15		couldn't get sheld of you?	15		opinion; correct?
15	A	That is false. I took the call from Lana.	16	A	Yes.
	Q	Bryan, in a transaction similar to Wild Bill's	17	0	Now that you've consulted with your attorney, can you
17		Campground, or any other campground, overvisiting the	18		tell me what the case was about?
		전성 2017 THE TOTAL TOTAL TOTAL SECTION STATEMENT TO THE TOTAL TOTAL SECTION AND THE TOTAL SECTION AND T	19	A	It was a divorce.
18		business or the property would be improper, wouldn't it?	1	0	And Liz Frederick retained you?
18 19			20		
17 18 19 20 21			20	A	Yes,
18 19 20 21	q	No. Explain that.	23.1	A 0	Yes. And I assume from your previous answers you were never
18 19 20 21 22	q	No. Explain that. People think that their property is worth X amount. If	21		
18 19 20	0 A	No. Explain that.	21 22		And I assume from your previous answers you were never

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		83	1.0		85
1		market analysis or something?	1		spreadsheet.
2	A	Correct.	2	Q	And when you said you went back through your notes, do
3	Q	And your opinion was provided, I assume, because there	3		you keep a daily note diary, timekeeper-type function
4		was a dispute between husband and the wrife of the value	4		where you can identify what you did on particular days?
5		of the home?	5	A	No.
6	A	Correct.	6	a	You don't?
7	Q	And it did not involve conduct by another real estate	7	A	Do not.
8		agent, correct?	8	Q	So for purposes of this, sir, you went back through your
9	A	Would I conduct by another agent? Was it listed you	9		notes. You actually had your handwritten notes relative
0		mean or I guess I don't understand.	10		to this transaction?
1	Q	I'm just trying to confirm that your expert opinion had	11		Yes.
2		nothing to do with conduct by another real estate agent.	12	Q	Okay. Had you, at any time prior to April 27th, 2017,
3	A	No,	13		had you met Duane Remington?
4	0	And have you ever provided an expert opinion regarding	14	A	
6		conduct of another real estate agent?	15	Q	Okey. You abviously, prior to that date, had met
5	A	No.	16		Keith Grimm, though; right?
7	۵	Have you ever provided expert opinion regarding conduct	17	A	
8		of a seller of a piece of property?	18	Q	If you had to give me your best estimate, sir, do you
9	A	No.	19		know about what time of day Mr. Remington would have
0	Q	That's fair. I appreciate you looking into that for ma	20		come to your office?
1		and providing that information.	21	A	
2		MR. MEARDSLEY: And I don't have any further	22		MR. BEARDSLEY: Just to darify, what date are you
3		questions at this time.	23		telking about, John?
4	EX	AMINATION BY MR. NOONEY:	24		MR. NOONEY; April 27th of 2017; Mike.
5	Q	Bryan, my name is John Nooney and I represent Wild	25	Q	(By Mr. Nooney:) Do you still have in front of you,
		84			86
1		Bill's Camporound, LLC, and Ketth Grimm personally. I'm	1		sir, the documents that Mr. Beardsley showed you during
2		going to use some of the documents that Mr. Beardsley	2		his deposition of you today?
3		has shown to you. I'm also going to use some similar	3	A	
4		documents I have just to make sure I can understand	4	Q	1 think the first thing that Mike showed you was
5		exactly the depth of the documents you had in your file;	5		Exhibit 1, a commercial it was a residential Purchase
6		akay?	6		Agreement that was marked as Exhibit 1, right?
7	A	Okay.	7	A	Yes.
8	Q	I'm going to show you, Mr. Iverson, what I've marked as	8		MR. ERLANDSON: Did you say "residential"?
9		Exhibit 6.	9		MR. NOONEYL NO.
0		(exhibit 8 marked for identification.)	10		MR. ERLANDSON: Oh.
1		MR, NOONEY: And so the record is clear, some of	11		MR. NOONEY: Real Estate Purchase Agreement,
2		the documents I'm going to use today, Counsel, are	12		Commercial/Agricultural. I'm sorry.
3		documents that I have received from Mr. Iverson's office	13	1	MR. ERLANDSON: All right,
4		prior to the initiation of itigation, and my office	14	Q	(By Mr. Nooney:) That document on Page 2 would sugges
5		would, in the regular course of business or practice,	15		that it was signed on or about 10 a.m.; is that du
6		they would Bates stamp those so they are identifiable as	16		you see that? Page 2.
7		to the source. These have been Bates stamped RE/MAX.	17	22	Yes
8	Q	(By Mr. Nooney:) Is this a note that was in your file,	18	Q	states that are been been at the second s
9		sir, that identify certain dates relative to the	19	1	only date something, but also put a time to it?
0		transaction involving the Remingtons?	20	A	Yes.
1	1.2	Yes.	21	Q	Now prior to the Purchase Agreement being signed, which
÷.,	Q	And when you provided this, 3'm just going to say,	22		is marked as Exhibit 3, would you have had Remingtons
2		chronicle or summary, how do you go back and re-create	23		sign any agency documents?
3					
		the dates which are identified on Exhibit 87 I went back through my notes to put this on this	24	A	Prior to this? Yes.

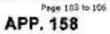
		Contraction of the second	1		and the second se
1	A	87 No. It all happened the same time.	,		89 your recollection of the conversations that occurred
2	a	철권의 것이 있었던 것이 많은 것 수가가 없는 것 ㅠㅠㅠㅠㅠㅠ	2		between the time he first arrived and the time the
3	5	Exhibit 2 that Mr. Beartisley showed you, that would be	3		agreement was signed, meaning the Real Batate Purchase
à		an agency addendum between RE/MAX and Duane and Melosy	4		Agreement?
5		Reministon. Would that have been signed before Exhibit 1	5	A	We got them, went into the conference room, We want
6		was signed?	6		over the Relationships Disclosure. The Agency Agroemer
7	A	Yes.	7		Addendum, the Buyer, Agency Agreement, and then we
	0	Okay, Samething had to come first, right?	8		started to go through the Purchase Agreement in which
9	A	Yes.	2		explained the items on the Purchase Agreement. All
0	0	And at the time that Duane Remington signed the Real	10		boing when we were going through these items, I had
1	- 72	natate Purchase Agreement marked as Exhibit 1, had he	33		them sign as they were going along.
2		asked you to review any documents as concerned his	12	Q	When you say they signed, that would be Duane Reministon,
3		prospective purchase of what I'm going to call the Wild	13		who is sitting to your left?
4		Bil's Campground?	14	A	Yes.
5		Np. We went over the agency and then to the Purchase	15	a	And also Keith Grimm, who is not here today; right?
6	- 22	Agreement.	16	A	Correct.
7	P	Okey. Now when Mr. Beardsley presented these documents	17	Q	When Mr. Remington first presented at your office on
8		to you, the first document that Mike showed you was	18		April 27, 2017, was he accompanied by anyone when he
9		marked as Exhibit 1, and then he showed you later on	19		came that day?
0		this morning a document he marked as Exhibit 5, which	20	A	No.
1		was called the Addenda #1 of the provisions. Do you	21	0	Was Mr. Grimm already present at your office?
2		remember that?	22	A	Yes.
3	A	Yes.	23	0	When you met in the conference room, as you have
4	1.5	Were those documents all, in fact, signed at the same	24		described for us, other than yoursoff, Mr. Grimm,
15		time?	25		Mr. Remington, was anyone elisi present?
-	-	88	-	-	90
1	A	Yes.	1	A	No.
2	0	Okay. Tim going to show you what I'm going to mark as	2	0	Prior to April 27th of 2017 had you had any
3		Exhibit 9.	3		conversations with Keith Grimm about Hr. Remington's
4					
		(Exhibit 9 marked for identification.)	4		interest in the campground?
5	a	(Exhibit 9 marked for identification.) I'm going to show you this, Bryan, Let's kind of walk	4	A	interest in the compground? Yes,
30	a	이는 아님께 가지 않는 것 같은 것이 같은 것을 줄 것이라. 나는 것 같은 것이 없는 것 같은 것이 없는 것 같은 것이 없다. 것 같은 것이 없는 것 같은 것이 없는 것 같은 것이 없다. 것 같은 것	4 5 6	A	Yes.
5	a	I'm going to show you this, Bryan, Let's kind of walk			Yes.
57	a	Em going to show you this, Bryan, Let's kind of walk through Exhibit 9 if we can, skay? Exhibit 9, at least Page 1 of it, Page 1 and	6		Yes. Okay. Do you have any recollection, sir, as to when
5 7 8	a	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as	6		Yes. Okay. Do you have any recollection, sir, as to when Nr. Grimm might have first mentioned Duane Remeigton's
5789		Em going to show you this, Bryan, Let's kind of walk through Exhibit 9 if we can, skay? Exhibit 9, at least Page 1 of it, Page 1 and	678		Yes, Okay. Do you have any recollection, sir, as to when Nr. Grimm might have first mentioned Duane Remangeon's name to you?
57890	A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Exhibit 1; is that correct? Yes,	6 7 8 9	a A	Yes. Okay. Do you have any recellection, sir, as to when Nr. Grimm might have Orst mentioned Duane Remangton's name to you? I don't remember the exact date.
5 7 8 9 0	A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Exhibit 1; is that correct? Yes. Okay: If you look at Page 2 of Exhibit 9 under	6 7 8 9 10	a •	Yes. Okay. Do you have any recellection, sir, as to when Nr. Grimm might have first mentioned Duane Remangton's name to you? I don't remember the exact date. Okay.
5789012	A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Exhibit 1; is that correct? Yes,	6 7 8 9 10 11	a •	Yes. Okay. Do you have any recellection, sir, as to when Nr. Grimm might have 6rst mentioned Duane Remanston's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the campground.
57 890 123	A 0	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisions, it says, See	6 7 8 9 10 11 12	0 A Q A	Yes. Okay. Do you have any receilection, sir, as to when Nr. Grimm might have 6rst mentioned Duane Remanston's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the compground.
578901234	A 0	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Exhibit 1; is that correct? Yes. Okay: If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisions, it says, See Addenda #1. Do you see that? Yes.	6 7 8 9 10 11 12 13	0 A Q A	Yes. Okay. Do you have any receilection, sir, as to when Nr. Grimm might have 6rst mentioned Duane Remangton's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the campground. Okay. Other than that, do you have any more specific
5789012345	A 0 A 0	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Exhibit 1; is that correct? Yes. Okay: If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisions, it says, See Addenda #1. Do you see that?	6 7 8 9 10 11 12 13 14	0 A Q A	Yes. Okay. Do you have any receilection, air, as to when Nr. Grimm might have first mentioned Duane Remenston's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the compground. Okay. Other than that, do you have any more specific recollection, Bryan, as to what Keth might have shared
57890123456	A 0 A 0	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisions, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? I diel.	6 7 8 9 10 11 12 13 14 15	0 A Q A Q A	Yes. Okay. Do you have any receivertion, air, as to when Nr. Grimm might have first mentioned Duane Remengeon's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the compground. Okay. Other than that, do you have any more specific receivertion, Bryan, as to what Keith might have shared with you?
578901234567	A 0 A 0 A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisiona, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? I did.	6 7 8 9 10 11 12 13 14 15 16	0 A Q A Q A	Yes. Okay. Do you have any receilection, sir, as to when Nr. Grimm might have first meritioned Duane Remanston's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the campground. Okay. Other than that, do you have any more specific recollection, Bryan, as to what Keith might have shared with you? He called me. If I remember correctly, Mr. Remington looked at it egain. They had salked, and Keith gave me
5789012345678	A 0 A 0 A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same at Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisions, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? I did. Would thist have been if the Purchase Agreement was signed at 10 of thek, would the Addenda #1 had been	6 7 8 9 10 11 12 13 14 15 16 7	G A Q A Q A	Yes. Okay. Do you have any receilection, sir, as to when Nr. Grimm might have first meritioned Duane Remanston's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the campground. Okay. Other than that, do you have any more specific recollection, Bryan, as to what Keith might have shared with you? He called me. If I remember correctly, Mr. Remington looked at it egain. They had salked, and Keith gave me
57890123456789	A 0 A 0 A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same at Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisions, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? I diel.	6 7 8 9 10 11 2 13 14 15 16 17 8	G A Q A Q A	Yes. Okay. Do you have any receilection, sir, as to when Nr. Grimm might have first meritioned Duane Remanston's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the campground. Okay. Other than that, do you have any more specific recollection, Bryan, as to what Keth might have shared with you? He solution me. If I remember correctly. Mr. Remanston looked at it egain. They had solved, and Keth gave me the information for the Parchase Agreement and the time
578901234567890	A 0 A 0 A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where k says Other Provisiona, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? I die! Would that have been if the Purchase Agreement was signed at 10 of clock, would the Addenda #1 had been prepared before the Purchase Agreement the first two pages were signed?	6 7 8 9 10 11 12 13 14 15 16 77 8 9 10 11 12 13 14 15 16 7 7 8 9 10	G A Q A Q A	Yes. Okay. Do you have any receivertion, air, as to when Nr. Grimm might have first mentioned Duane Remension's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the compground. Okay. Other than that, do you have any more specific recollection, Bryan, as to what Keth might have shared with you? He called me. If I remember correctly. Mr. Remeington looked at it egain. They had tabled, and Keth gave me the information for the Purchase Agreement and the tem which they agreed to meet at my office to do tho
5789012345678901	A 0 A 0 A 0 A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisiona, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? 3 die! Would thist have been if the Purchase Agreement was agned at 10 of clock, would the Addenda #1 had been prepared before the Purchase Agreement the first two pages were signed? Yes.	6 7 8 9 10 11 12 13 14 15 16 77 8 8 15 20	a a a a	Yes. Okay. Do you have any receivertion, sir, as to when Nr. Grimm might have first mentioned Duare Remension's name to you? I don't remember the exact date. Okay. But he did call and let me know that he had somebody that showed up and looked at the compground. Okay. Other than that, do you have any more specific recollection, Bryan, as to what Keith might have shared with you? He shilled me. If I remember correctly, Mr. Remington looked at it again. They had tabled, and Keith gave me the information for the Parchase Agreement and the time which they agreed to meet at my office to do the Purchase Agreement, to sign the —
57890123456789012	A 0 A 0 A 0 A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisions, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? I diel. Would that have been if the Purchase Agreement was signed at 10 of check, would the Addenda #1 had been prepared before the Purchase Agreement the first two pages were signed? Yes.	678910111213314155161778152021	a a a a	Yes. Dikay. Do you have any receivertion, sir, as to when Nr. Grimm might have first mentioned Duare Remanston's name to you? I don't remember the exact date. Dikay. But he did call and let me know that he had somebody that showed up and looked at the compground. Dikay. Other than that, do you have any more specific recollection, Bryan, as to what Keith might have shared with you? He skilled me. If I remember correctly, Mr. Remington looked at it again. They had talked, and Keith gave me the leformation for the Purchase Agreement and the time which they agreed to meet at my office to do tho Purchase Agreement, to sign the Do you have any recollection, as you sit here today, or
5 5 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4	A 0 A 0 A 0 A	Em going to show you this, Bryan, Let's kind of walk through Exhibit 5 if we can, okey? Exhibit 9, at least Page 1 of it, Page 1 and Page 2 would be the same as Mr. Beardsley marked as Eshibit 1; is that correct? Yes. Okay. If you look at Page 2 of Exhibit 9 under Paragraph 8 where it says Other Provisiona, it says, See Addenda #1. Do you see that? Yes. Who, in fact, prepared that Addende #1? 3 die! Would thist have been if the Purchase Agreement was agned at 10 of clock, would the Addenda #1 had been prepared before the Purchase Agreement the first two pages were signed? Yes.	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	a a a a	Yes. Dikay. Do you have any receilection, sir, as to when Nr. Grimm might have first meritioned Duare Remanston's name to you? I don't remember the exact date. Dikay. But he did call and let me know that he had somebody that showed up and looked at the campground. Dikay. Other than that, do you have any more specific recollection, Bryan, as to what Keith might have shared with you? He called me. If I remember correctly, Mr. Remington looked at it egain. They had talked, and Keith gave me the information for the Purchase Agreement and the time which they agreed to meet at my office to do the Purchase Agreement, to sign the Do you have any recollection, as you sit here today, or do you have any documents that might refresh you

-	-	<u>91</u>	T	-	53
1		Was it a week, more or less than thes?	1		versus other transactions.
2	A	More,	2	A	Yes.
3	à	Okay. At environ when Ms. Remington was on site, were	3	Q	Okay. When you had written Purchase Agreements before
4		you with him prior to the Furchase Apreethent Bellig	4		for the sale of the Wild Bill's Campground, had you ever
5		NGNAD?	5		had anyone present a full price
6		No. My first meeting with Nr. Remington was the 27th.	6	A	No.
7	0	Okay. Had you, at any time prior to April 27th of 2017,	7	Q	full-price offer before?
8		ever prepared a similar document that would have been	8	A	No.
9		identified as a Real Estate Purchase Agreement? Had you	9	Q	Of the five transactions that you identified, other
10		ever done that for this campground before?	10		compgrounds that you've been involved in before, I think
11	A	Yes.	11		one of them you said you had sold and you had also
12	0	Do you have a recollection as to how many times that had	12		bought it, so that's a little bit it's the same
13		happened before?	13		transaction any of the five transactions that you'd
14	A	Over the course of the listing, I would say four times.	14		ever worked on before on campyrounds, had you ever had
15	0	If you were to give me kind of an overview, Bryan, of	15		prospective buyer present a full-price offer before?
16	್	your experience as a Realtor, which I think my notes say	16	A	No.
17		go back to some time to about 2006, 2007, so a little	17	0	When Mr. Remington presented at your office, was there
18		bit more than 10 years; right? If you had to give me	18	1	ever any discussion with Mr. Remington as to information
19		your best estimate, I want to talk about transactions,	19		he wanted to review before signing the Real Estate
20		not sales value or sales volume, okay. Frem a	20		Purchase Agreement marked as Exhibit 17
21		transactional perspective, what percentage of your	21	A	He had not, no.
22		transactions are real estate transaction 1 mean.	22	à	Did he ask for any that morning before he signed?
23		residential transactions versus other transactions?	1.2.2	A	No.
24		Residential would probably be, rough guess, 95 percent.	24	a	Had you provided Mr. Remington any information prior to
25	6	And I, of course, prefaced that by the phrase just a	25	<u>, a</u>	him signing the Purchase Agreement?
	-	And it, of course, preserve of the preserves just 2	1	-	84
1		transectional basis, not looking at the dollar number,	1	A	No.
2		but if you were to break it out from a dollar or fee or	2	0	Mr. Beardsley had identified as a document in this case
3		commission perspective, ekay, would it still be similar	3		as Exhibit 5. This document I have right from.
4		to that or would it be skewed somewhat higher towards	4	A	Yes.
5		less residential then, if you know?	5	Q	I think it's you called it a sales brochure. Would
6		I'm net following you.	6		that be a fair term?
7	0	Here's where I'm going. Let's say that you had ten	7		
8				A	Yes.
		영양 가슴이 걸 사람이 승규는 가지 않는 것은 것을 가 잘 못 하는 것을 만들었다.	8	- 55	Yes. Do you remember, as you sit here today, Bryan, is this
5		transactions, okay? Let's say that one of those was	8	- 55	- STR
9		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say	1.	- 55	Do you remember, as you sit here today, Bryan, is this
10		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you clid that wasn't residential,	9	Q	Do you remember, as you sit here today, Bryan, is this the document as it existed in 2016? Yes.
10 11		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you clid that wasn't residential, let's say it was a commission of that was a hundred	9 10	a •	Do you remember, as you sit here today, Bryan, is this the document as it existed in 2016? Yes.
10 11 12		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you did that wasn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You	9 10 11	a •	Do you remember, as you sit here today, Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick
10 11 12 13		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you did that wasn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume	9 10 11 12	a •	Do you remember, as you sit here today, Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please.
10 11 12 13 14		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you clid that wasn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if	9 10 11 12 13	•	Do you remember, as you sit here today, Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please.
10 11 12 13 14 15		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you did that wesn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if you looked at it transactionally. So I was looking at	9 10 11 12 13 14	•	Do you remember, as you sit here today, Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please. (Complied.)
10 11 12 13 14 15 16		transactional, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you did that wasn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if you looked at it transactionally. So I was looking at personal transactional base. So what I understood you	9 10 11 12 13 14 15 16	•	Do you remember, as you sit here today, Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, skay? I want you to look at the last page of Exhibit 6, if you would, please. (Complied.) The last page I have, Bryon, depicts — it says, main
10 11 12 13 14 15 16 17		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you did that wasn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if you looked at it transactionally. So I was looking at personal transactional base. So what I understood you to say is hypothetically. If you had done 200	9 10 11 12 13 14 15	•	Do you remember, as you sit here today. Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please. (Complied.) The last page I have, Bryan, depicts — it says, main building. It has three photos and it has some text about in the middle of the page, right?
10 11 12 13 14 15 16 17 18		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you clid that wasn't residential, let's say it was a commission of that was a hundred trites what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if you looked at it transactionally. So I was looking at personal transactional base. So what I understood you to say is hypothetically, if you had done 200 transactions in the last 12 years, that 95 percent of	9 10 11 12 13 14 15 16 17 18	0 • 0 • 0	Do you remember, as you sit here today. Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please. (Complied.) The last page I have, Bryan, depicts — it says, main building. It has three photos and it has some text about in the middle of the page, right? Yes.
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10 11 12 13 14 15 16 17 18 19 20		transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you clid that wesn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if you looked at it transactionally. So I was looking at personal transactioned base. So what I understood you to say is hypothetically, if you had done 200 transactions in the last 12 years, that 95 percent of those 200 would have been residential, approximately; right?	9 10 11 12 13 14 15 16 17 18 19 20	0 A 0 A 0 A	Do you remember, as you sit here today. Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please. (Complied.) The last page I have, Bryan, depicts — it says, main building. It has three photos and it has some text about in the middle of the page, right? Yes. I'm going to show you enother iteration of that same document. Refore I mark it, I'm going to see if you can
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10 11 12 13 14 15 16 17 18 19 21 22	22.2	transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you clid that wasn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if you looked at it transactionally. So I was leaking at personal transactional base. So what I understood you to say is hypothetically, if you had done 200 transactions in the last 12 years, that 95 percent of those 200 would have been residential, approximately; light? Correct. Okay, But if you were to look at it from a fee	9 10 11 12 13 14 15 16 17 18 19 20 21 22		Do you remember, as you sit here today. Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please. (Complied.) The last page I have, Bryan, depicts — it says, main building. It has three photos and it has some text about in the middle of the page, right? Yes. I'm going to show you enother iteration of that same document. Refore I mark it, I'm going to see if you can identify it: okay? (Viewing document.)
9 10 11 12 13 14 15 16 17 18 19 20 22 23 24	22.2	transactions, okay? Let's say that one of those was something other than residential, okay? But let's say of the one transaction you did that wasn't residential, let's say it was a commission of that was a hundred times what every other commission you would have. You understand then if you look at it from a sales volume perspective that the results might be different than if you looked at it transactionally. So I was looking at personal transactional base. So what I understood you to say is hypothetically. If you had done 200 transactions in the last 12 years, that 95 percent of those 200 would have been residential, approximately; light? Cornect.	9 10 11 12 13 14 15 16 17 18 19 20 21		Do you remember, as you sit here today. Bryan, is this the document as it existed in 2016? Yes. The reason I ask that — and I'm not trying to trick you, okay? I want you to look at the last page of Exhibit 6, if you would, please. (Complied.) The last page I have, Bryan, depicts — it says, main building. It has three photos and it has some text about in the middle of the page, right? Yes. I'm going to show you enother iteration of that same document. Refore I mark it, I'm going to see if you can identify it: okay?

		95	1		\$/
1		a general sketch of the area, and then kind of an aprial	1	Q	Like, for instance, if you look at Page 2 of Exhibit 10,
2		photo of it; ekay? Would these have been part of your	2		we know that this agreement if we look at the tax
3		brochure that you would have provided to either	3		information, that would suggest to us that this would
4		Mr. Grimm or to Mr. Remington as it exists in the	4		have been the opresment in effect at the time
8		document you have in front of you here?	5		Mr. Remington signed the document, the Purchase
6	A	Yes.	6		Agreement, right? It listed the 2016 taxes.
1	Q	Okay. I'm going to mark it as Exhibit 10,	7	A	Yes.
8		(Exhibit 10 marked for identification.)	8	۵	You used the term on Page 2, as well as other places in
9	a	Prior to Mr. Reministon signing the Purchase Agreement,	9		here, you reference under Description of Property, you
10		which has been marked as Exhibit 1, and as well as	10		reference, quote, living quarters, close quote.
11		Exhibit 9, did you provide to Mr. Remington a copy of	11		What did that mean to you when you used that term
12		the seles prochare which I have now market as	12		Texing allacters??
13		Exhibit 9 Exhibit 107 T'm sorry.	13	A	That there was a place for whoever was running the
14	A	Prior to, no.	14		income-producing property to stay.
15	Q	Do you know whether, when Mr. Remington presented at	15	۵	Okay. And then if you go to, again, Exhibit 10, Page 7,
16		your office on April 27th, 6d Mr. Remington bring with	16		which is RE/MAX 0007 at the bottom, 7 of 13, there was a
17		him a copy of this? Did he have a ropy of this salas	17		besement in this property. And all of the living
18		brachure with Nm, if you know?	18		quarters would have been in the building, which is
19	A	I de not know.	19		displayed on the first page of this exhibit; right?
20	a	Would Mr. Grimm have het copies of this to provide to	20	A	Correct.
21	1078	prospective buyors, if you know?	21	Q	The basement has three bedrooms, it says, a half bath
22	A	I de not know.	22		and a workshop area. Ware those bedrooms down in the
23	1992	I'd like you to take a look at Exhibit 10, if we could	23		lower level, would they have been up to code? What I
24		for a misute, Bryan. And we'll kind of walk you through	24		mean by "code," meaning would there have been proper
25		front to back, if I can; okay? The photos build were	25		epress and ingress windows for those badrooms?
	_	96			88
1		taken in this brochure, were they taken by you?	1	A	No.
2	A	Yes.	2	Q	So to the best of your knowledge, prior to bit Remington
3	0	And these would be photos that you had taken over the	5		signing the Purchase Agreement, which I have marked as
4		years that you had bod this property listed; is that	4		Exhibit 6, you had not provided to him a copy of the
5		accurate?	5		sales brochure, which ave marked as Excited 20, % that
	A	Yes.	6		kaliaali'
7	0	Chey, 1 note on Fage 1 of Exhibit 30 Hold next to your	7	A	Correct.
		stature & says, RE/MAN. And below &. It says,	8	0	When you prepared Exhibit 9, Bryan, 3 want to go through
		Commercial, Why is that insights an shere?	9		this and I want to identify who provided the information
10		Because It's a commercial property.	10		for the respective lines that are filled in okay?
11	0	Okay. If, for instance, I asked you to list my home,	11	A	
12		how would that insignia be different, if at all?	12	Q	Because Exhibit 9, as it exists, is a form that you
13	٨	There would not be "commercial" on there. It would have	13		have; then someone has to type in or fill in the blanks,
14		just been the RE/MAX.	14		so to speak; is that right?
15	0	Do you have any idea when this Exhibit Number 10 would	15	A	(Rodded.)
16	1	have been propared in relation to the lixing agreement,	15	a	Is that correct?
17		the one that was in effect at the time the property	17	A	Yes.
18		sold? Was it done contemporaneous with the listing	18	a	Thank you. I notice at the top of this document it's
19		agreement being signed, if you know?	19		denominated as a Real Estate Purchase Agreemant,
		No. It would have been put together, and then if	20		Commercial/Agricultural. New would you have used a
20	-	anything changed, then I would make the change. Like I	21		similar agreement like this if you were to self
		and many and and a second s	22		Mr. Erlendson's house for him?
21		told Mike, the pictures of the cabins			
21	0	told Hike, the pictures of the cabins	23	A	Na
20 21 22 23 24	Q 	told Hike, the pictures of the cabins Yep. If Keith had done anything to the property, then 1	100	- 55	No. Why is that?

-	-	93	T		101
1	0	So let's go through the first - Trin just going to go	1		Correct.
2	~	through it by category as it's denominated here: 1, 2,	2		And she, I think you said, she came in like on May 1st;
3		S; you see where I'm at there?	3		is that right?
1		Uh-huh.	4		Correct.
2	121	You got the name of the purchasers from who?	6		Okay, Did you have any conversation with Duane
5	0		6	-	Remington from the time he signed this document on
2	A	Keith. Okay. You got the earnest money information from whom?	1		April 27, 2017 until the time that his wife came in on
7	0	Keith, and then I asked Mr. Remington at the time of the	8		May 1st, 2017?
8	A	이상 방법 사람이 많은 것이 없는 것이 같은 것이 같은 것이 같은 것이 같은 것이 같아요. 이 가지 않는 것이 가지 않는 것이 같이 있는 것이 없다. 것이 있는 것이 같이 있는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없다. 것이 없는 것이 없 않는 것이 없는 것이 않는 것이 않는 것이 없는 것이 않이 않는 것이 없는 것이 않이			I If my memory serves me, it was to set up the
9		meeting if 10,000 was okay.	10		appointment to come in.
10	U.	Okay. And it says, after the reference to purchasers, in handwriting it says, "end/or assigns". Who gave you	11	0	Did he have any other inquiry of you as it concerned the
11			12	~	terms of the agreement, though?
12	121	that information?	13	A	Ng.
13		Mr. Remington.	14		Okay. Under the Purchase Price, where did you get that
14	Q	Was there some discussion when you first met with faim on	15	~	information from?
15		April 27th that there might be another prospective	16		Keith Grimm.
16	1	investor in this transaction?	17	- 7.7	Did you have any conversation with Duane Remington at
17		Yes.	18	8	your office on April 27th, or anytime thereafter, about
18	a	Okay. Was there some discussion that the purchaser	19		what the purchase price was going to be?
19		might ultimately be an entity of some sort other than an	20		At the time we were going through this, I asked him i
20		individuel?			that was the price he wanted to offer.
21	A	Yes. That's why he asked me to put that in there.	21	2	Did Mr. Remington, at any time prior to signing the
22	Q	So you had actually discussed identifying the purchaser	22	9	Purchass Agreement marked as Exhibit 9, ever ask you
23		with Hr. Remington as you filled this out then, right?	23		whether \$899,000 was the price he should be paying for
24	100	Yes.	24		
25	q	The next thing that's identified here is it references	25	_	this campground?
1		100	4		No.
1		- the reference of Wild Gil's Campground Bar & Grill,	2	ô	1997년 1977년 - 전문의 1971년 1972년 1971년 197 1971년 1971년 1971
2		where did you get that information from?	3	10	Purchase Agreement marked as Exhibit 9, ever make any
3	221	The County.	1 .		inquiry of you as to what you believed the fair value
4	Q	Qkay.	12		for this business would be?
5	A	The legal description,	5		
6	a	Okay, Yep.	6	A	No. Go down to Paragraph 3, the one that says Financing.
7	A	Yeah.	7	0	And I'm particularly the words that have been typed
8	0	And the sellers, how do you know who owned the property?	8		in at the old of the standard text where it says, Buyer
9	A	Nr. Grimm.			
10	0	Dway. But you knew it was held in an entity, right?	10		is going with a Contract for Deed with seller - See
11	A	Correct.	11		Addenda #1.
12	Q	Then there's some references. You see where it says	12		Who put that information in the Purchase
13		right at the bottom of the first paragraph area there's	13	-	Agreement?
14		a check in the box "yes;" who put that in there? Did	14	-	I did.
15		you do that?	15	0	Okay. And did you have some conversition with
16	A	Yes.	16		Mr. Remington about the terms in Addenda #1?
17	Q	And why do you do that, sir?	17		We went over that when he was in to sign.
18	A	So they both acknowledged that I was the person	18	Q	Okay. Would you have gone through the terms of
19		representing both the buyer and the seller.	19	32	Addende #1 prior to Mr. Remangton signing #?
20	Q	And those initials, as they're displayed there, would	20		(Ne verbal answer.)
21		these be the initials for Buane Reminpton, Helody	21	Q	Let me rephrase it, Bryan, I'm sorry.
22		Remington, and Kelth Grimm?	22		Prior to Duane Remington signing Exhibit Number 9,
23	A	Yes.	23		the Purchase Agreement, dis you have an opportunity to
	1000	Now I think you mentioned earlier that Melody Remington	24		walk through the ten terms identified in the Addenda #1
24	Q	yow I thruc you menoplate annuer mer meropy reprinting.	25		with him?

-	-		1	-	105
1	A	103 Yeah. We went through it at that time.	1	Q	Okey. Tell me what conversations. If any, you remember
2	0	So as we kind of chronologically go through the process	2		as it concerns item Namber 2 on the Addense about
3	-	here, when you got down to Paragraph Number 3 in	3		licensing and certificates. Was there any discussion
4		reference to Addende #1, would you have pane thiough the	4		about thet?
5		terms of that addenda with Mil. Remington at that time?	5		No. This is something that I put into the offer to
6		Yes.	6		protect the hoyer. That everything is current prior to
7	0	And was Nr. Grimm present, as well?	7		closing.
8		Yes.	8	a	
9	0	Cargo. I want to walk through those terms. If you would,	0	2	In there? That had not been discussed between Remington
Τ.	4	please. I think that's on the third page of Eshibit	10		and Grimm; is that right?
0		: 2013 14 M. 2019 M. 2019 March 201	11	٨	Correct.
1		Number 9, if you can.	12	0	and a second
2		And you would have typed up this Addanda, correct?	43	<u> </u>	pidperson that it aceded to be included in the Purchase
3	^	Correct.	14		Agreement?
4	Q	Tell me what discussions there was, if any, about the	15	A	Yes.
5		fact that the campground would be sold, quote, so is	15	1.55	where did who came up with the 1042 for Item
6		with no warranty, close quote. What discussion did you	37	~	Number 42
7		have with Mr. Remington about that?	18	A	the second se
B	A	1 did not have a discussion with Mr. Remington about	1.50	*	transactions, that the inventory is a cost to the buyer.
9	1023	I mean, other than when we were going through this.	49	~	
20	Q	Did you olderstand when Mr. Chinnen First schitzkted you	20	2	Did Mr. Remington have any - do you recall him having any discussion with you as it concerned from Number 47
21		Schut pir, Reministen being interested in beving the	21	12	
22		campground that it was your understanding from the	22		I don't think so.
23		beginning of this transaction that it was pairs to the do	23	Q	Item Number 5 deals with training. Was that something
24		25 is with no wentpicy sale? Did you understand tool?	24		that had been suggested by you, Mr. Grimm, or
25	A	Yet.	25	_	Mr. Remington, or a combination of all three of you?
		104	1.		108
1	0	Dkay. So that would have been understood before	1	~	That is pomething I talked over with Mr. Grimm back wh
2		토행동 동양한 영국 방송가에서 있는 것을 위한 여러 전 방송가 있는 것을 것 같아. 가지 않는 것이 있는 것이 있다.			at the state of the second
÷.		Mr. Remington came to your office or was it discussed at	2		we listed the property.
3		$M_{\rm F}$ Remington came to your office or was it discussed at your office that day?	3		Sanitariy, where did Number 6 come from?
	٨	your office that day? No, that was that was before.	3		Similarly, where did Number 6 come from? That, I gost put in there as a courtery to the new
	• 0	your office that day? No, that was that was before. Okoy, Whee Hr. Grimm, on behalf of the entity, had	3 4 5	A	Similarly, where did Number 6 come from? That, I gost put in there as a courtery to the new Duyer.
3		your office that day? No, that was	3 4 5 6	A 0	Similarly, where did Number 6 come from? That, 1 just put in there as a courtery to the new Buyer: Item Number 7, thet came from whom?
3 4 5		your office that day? No, that was that was before. Okoy, Whee Hr. Grimm, on behalf of the entity, had	3 4 5 6 7	A 0 A	Similarly, where did Number 6 come from? That, T just put in there as a courtery to the new Duyor: Item Number 7, that came from whom? That also is something I've learned to put in there.
3456		your office that day? No, that was	3 4 5 6	A 0 A	Similarly, where did Number 6 come from? That, 2 post put in there as a countery to the new Dayor: Item Number 7, that came from whom? That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the
3456		your office that day? No, that was that was before. Okey, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground/weig wood of those prior sales showy!	3 4 5 6 7 8 9	A 0 A	Similarly, where did Number 6 come from? That, 1 past put in there as a countery to the new Duyor: Item Number 7, that came from whom? That also is something I've learned to put in there.
3456788	٥	your office that day? No, that was that was before. Okey, When Hr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the campground, were which of these prior takes showy wrider the busieling of one is, he washably?	3 4 5 6 7 8	A 0 A	Similarly, where did Number 6 come from? That, 1 just put in there as a countery to the new Duyer: Item Number 7, that came from whom? That also is something 1've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? He, Grimm.
34567890	۵ ۲	your office that day? No, that was that was before. Dkpy, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, were work of those prior sales showy under the buspless of on it. In asomoby? To my secollection, yes.	3 4 5 6 7 8 9	A 0 A	Similarly, where did Number 6 come from? That, X gost got in there as a countery to the new Dayon: Item Number 7, that came from whem? That also is something 1've learned to put in there. Dicey. Item Number 8, where did the terms of the Contract for Deed come from? He, Grimm. Did you understand before Mr. Grimm came to your office
345678	۵ ۲	your office that day? No, that was that was before. Diary, When Hr. Grimm, on behalf of the entity, had previously been involved is discussions about the sale of the compground, were work of those prior sales showy wride: the busplass of sole, he workshop? To my secollection, yes. Okey. Now you said you've been anolived in five	3 4 5 6 7 8 9 10	A 0 A 0 A	Similarly, where did Number 6 come from? That, 2 post put in there as a countery to the new Dayor: That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Hr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and
3 4 5 6 7 8 9 10 11	۵ ۲	your office that day? No, that was that was before. Okey, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, were abob of these prior sales abways wide: the suspines of eacle, the workship? To my secollection, yes. Okey. New you said you've been anoived in five transactions involving the sale of a compground before,	3 4 5 6 7 8 9 10 11	A 0 A 0 A	Similarly, where did Number 6 come from? That, 2 post put in there as a counterp to the new Duyor: Then Number 7, that came from whom? That also is something 1've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Nr. Grimm, and Mr. Semington had already come to some concurrence on
3 4 5 6 7 8 9 10 11 21 3	a * a	your office that day? No, that was that was before. Okey, When Hr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, were sold of these prior sales showly wider the busicles at as is, to availably? To my socillection, yes. CKey. New you said you've been anotived in five transactions involving the sale of a compground before, right?	3 4 5 6 7 8 9 10 11 12	A 0 A 0	Similarly, where did Number 6 come from? That, 3 past put in there as a counterp to the new Buyer: Then Number 7, that came from whom? That also is something 1've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Nr. Grimm, and Mr. Semington had already come to some consumence on the terms of the Contract for Deed?
3 4 5 6 7 8 9 10 11 12	0 A 0	your office that day? No, that was that was before. Okey, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the campground, were sole of these prior sales showy wider the busicles of on its in avanably? To my secollection, yes. Okey. New you said you've been anoived in five transactions involving the sale of a campground before, right? Yes.	3 4 5 6 7 8 9 10 11 12 13	A 0 A 0	Similarly, where did Number 6 come from? That, 3 past put in there as a counterp to the new Buyer: Then Number 7, that came from whom? That also is something 1've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Nr. Grimm, and Mr. Semington had already come to some consumence on the terms of the Contract for Deed?
3 4 5 6 7 8 9 0 1 2 3 4 5	0 A 0	your office that day? No, that was that was before. Diory, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, were work of those prior sales showly under the buspless of ends, ins womenby? To my secollection, yes. Okey. Now you said you've been anoived in five transactions involving the sale of a compground before, right? Yes.	3 4 5 6 7 8 9 10 11 12 13 14	A 0 A 0	Similarly, where did Number 6 come from? That, 2 post put in there as a countery to the new Dayon: That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and Mr. Semington had already come to some concurrence on the terms of the Contrast for Deed? Yes, Because when we went through this, everybody we in agreement.
34567890123456	0 A 0	your office that day? No, that was that was before. Diany, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, weig work of those prior sales showy wridel the bisplace of as is, ins womenby? To my secollection, yes. Ckey. Now you sale you've been anoived in five transactions involving the sale of a compground before, right? Yes. When hes your general experience been in the sale of compgroune? Are they generally sold as is or ore they	3 4 5 6 7 8 9 10 11 12 13 14 15	A 0 A 0	Similarly, where did Number 6 come from? That, 1 just put in there as a countery to the new Duyer: Item Number 7, that came from whom? That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and Mr. Semington had already come to some concurrence on the terms of the Contract for Deed? Yee, Because when we went through this, everybody we
345678901234567	a * a	your office that day? No, that was that was before. Dikey, When Hr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground/weig sole of these prior sales showly widel the busicles of or is, in asomerly? To my secollection, yes. Ckey. New you said you've been anolved in five transactions involving the sale of a compground before, right? Yes. When has your general experience been in the sale of compground? Are they generally sold as is or are they typically, I've as is.	3 4 5 6 7 8 9 10 11 12 13 14 15 16	A 0 A 0 A 0 A 0 A	Similarly, where did Number 6 come from? That, 2 gost got in there as a countery to the new Duyor: That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and Mr. Semington had already come to some consumence on the terms of the Contract for Deed? Yes, Because when we went through this, everybody we in agreement. The Old West Escrow, where did that idea come from? Previous experience.
3456789012345678	a * a * a	your office that day? No, that was that was before. Diory, When Hr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, were sold of those prior sales show show inder the baselines at as is, he avancedly? To my secollection, yes. Cikey. Now you said you've been anotived in five transactions involving the sale of a compground before, right? Yes. When has your general experience been in the sale of compground? Are they generally sold as is or ore they typically, if yes as is.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A 0 A 0 A 0 A 0 A	Similarly, where did Number 6 come from? That, 3 gost got in there as a counterp to the new buyer: Then Number 7, that came from whom? That also is something 1've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Nr. Grimm, and Mr. Semington had already come to some conturnence on the terms of the Contrast for Deed? Yes, Because when we went through this, everybody we in agreement. The Old West Escrow, where did that idea come from? Previous experience. Okey. And Item Number 10, real estate taxes, insurance,
34567890123456789	a * a * a	your office that day? No, that was that was before. Dikey, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, were sole of these prior sales shows widel the busicles of or is, in asometry? To my secollection, yes. Ckey. New you said you've been anoived in five transactions involving the sale of a compground before, right? Yes. When hes your general experience been in the sale of compground? Are they generally sold as is or ore they typically, I've as is. When you were with Mr. Remangton on April 27th, did he.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A 0 A 0 A 0 A 0 A	Similarly, where did Number 6 come from? That, 2 post put in there as a counterp to the new Duyor: That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Nr. Grimm, and Mr. Semington had already come to some constructence on the terms of the Contract for Deed? Yes, Because when we went through this, everybody we in agreement. The Old West Escrew, where did that Idea come from? Previous experience.
3 4 5 6 7 8 9 0 11 2 3 4 5 6 7 8 9 0	a * a * a	your office that day? No, that was that was before. Diory, When Mr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, were work of those prior sales showing winder the bisplays of engly. To workshow? To my secollection, yes. Clay. Now you said you've been anoived in five transactions involving the sale of a compground before, right? Yes. When hes your general experience been in the sale of compground? Are they generally sold as is or are they typically, I've as is. When you were with Mr. Remangton on April 27th, did he, at any time, express any concerns to you that he had	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A 0 A 0 A 0 A 0 A	Similarly, where did Number 6 come from? That, 3 post put in there as a counterp to the new buyer: Then Number 7, that came from whom? That also is something 1've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and Mr. Semington had already come to some concurrence on the terms of the Contrast for Deed? Yes, Because when we went through this, everybody we in agreement. The Old West Escrow, where did thet Iona come from? Previous experience. Okey. And Item Number 10, real estate taxes, insurance,
3 4 5 6 7 8 9 10 11 21 314	a * a * a	your office that day? No, that was that was before. Diary, When Hr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the compground, weig work of those prior sales showy wridel the baselines of sole. In swarphby? To my secollection, yes. Citay. Now you said you've been anolived in five transactions involving the sale of a compground before, right? Yes. When hes your general experience been in the sale of compground? Are they generally sold as is or are they typically not sold that way, if you know? Typically, I've as is. When you were with Mr. Remainston on April 27th, did he, at any time, express any concerns to you that he had some reservations about buying the compground as is and	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A 0 A 0 A 0 A 0 A 0	Similarly, where did Number & come from? That, I gost got in there as a countery to the new Buyer: That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and Mr. Semington had already come to some concurrence on the terms of the Contract for Deed? Yes, Because when we went through this, everybody we in agreement. The Old West Escraw, where did that Idea come from? Previous experience. Okay. And Item Number 10, real estate taxes, insurance, the date of classing; is that just a standard provision? Yes.
3 4 5 6 7 8 9 0 1 12 3 4 5 6 7 8 9 0 1 2	a * a * a	your office that day? No, that was that was before. Diory, When Hr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the campground, were sold of those prior sales shows with inder the busicies at as is, in avanably? To my secollection, yes. Closy. Now you said you've been anolved in five transactions involving the sale of a campground before, right? Yes. When hes your general experience been in the sale of campground? Are they generally sold as is or are they typically not sold that way, if you know? Typically, i've as its. When you were with Mr. Remington on April 27th, did he, at any time, express any concerns to you that he had some reservations about buying the campground as is and without any warranties?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A 0 A 0 A 0 A 0 A 0 A	Similarly, where did Number 6 come from? That, 2 just put in there as a counterp to the new Duyer: That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and Mr. Semington had already come to some concurrence on the terms of the Contract for Deed? Yee, Because when we went through this, everybody we in agreement. The Old West Escrow, where did thet Iona come from? Previous experience. Okay. And Item Number 10, real estate taxes, insurance, the date of closing; is that just a standard provision? Yee,
3456789012345678901		your office that day? No, that was that was before. Diory, When Hr. Grimm, on behalf of the entity, had previously been involved in discussions about the sale of the campground, were sold of those prior sales shows the indefitite busieless of or is, in asomethy? To my secollection, yes. Closy. Now you said you've been anolved in five transactions involving the sale of a campground before, right? Yes. When has your general experience been in the sale of campground? Are they generally sold as is or are they typically not sold that way, if you know? Typically, i've as it. When you were with Hr. Remaington on April 27th, did he, at any time, express any concerns to you that he had some reservations about buying the campground as it and without any warranties? Not that I remember.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A 0 A 0 A 0 A 0 A 0 A	Similarly, where did Number & come from? That, I gost got in there as a countery to the new Buyer: That also is something I've learned to put in there. Okey. Item Number 8, where did the terms of the Contract for Deed come from? Mr. Grimm. Did you understand before Mr. Grimm came to your office on April 27th that he, meaning Mr. Grimm, and Mr. Semington had already come to some concurrence on the terms of the Contract for Deed? Yee, Because when we went through this, everybody we in agreement. The Old West Escrow, where did that ions come from? Previous experience. Okay. And Item Number 10, real estate taxes, insurance, the date of closing; is that just e standard provision? Yee. At any lowe from the time Hr. Remington come to your



		107			109
1		Agreement, including the addenda?	1		questions of you about that?
2	A	No.	2	A	No.
3	Q	The next items, Number 4 on Page 1 of Exhibit 9, it	3	Q	To the best of your knowledge, at any time between the
4		doesn't look like there was any changes to that other	4		date the Purchase Agreement was signed, April 27, 2017,
5		than the allocation of the title insurance cost, and was	5		and the date the transaction closed on May 12th of 2617,
6		that discussed between the parties?	6		do you know whether Mr. Remington ever followed up with
7	A	No.	7		you and mode any further inquiry as to whom he might
8	Q	Okay, Who came up with a 50/50 on that?	8		look at for real or personal property inspection? Did
9	A	Just, I did.	9		he ever ask you about that?
10	Q	Is that your, kind of, understanding of the standard in	10	A	
11		the industry?	11	Q	To the best of your knowledge, dki Mr. Reminston ever
12	A	Yes,	12		have anyone loos at the property from a real or personal
13	Q	I'm going to talk to you about the language under the	43		property attpection perspective?
14		Paragraph 5, Inspections; okey? First of all, them are	44	A	Not that 3 know of.
15		three pardon me, four different items identified in	15	Q	In the compground that you've been involved in the sale
16		that Paragraph 5, Inspections; okey?	16		of before, either on behalf of the buyer or the seller,
17	A	Un-huh.	17		do you know whether there's any standard practice in the
18	Q	who is proffer or who made the suggestion for Item	18		industry whether a person has the property inspected for
19		Number 1 as it concerns septic tanks?	19		the structures, heating, ventilation, things like that?
20	A	I did.	20		Is that standard?
21	Q.	And why was that put in there?	21	۸	No.
22	A	Septic tanks in different countles have to be pumped,	22	Q	16's not standard?
23		inspected before time of sale.	23	A	(Shook head.)
24	Q	Okay.	24	Q	Now when peuple buy and sell houses, is it your
25	A	So I do that for all counties, I guess.	25	201	experience that typically somebody has a home inspector
	-	108			110
1	Q	Would that be a standard of practice in Lawrence County,	1		come in7
2					
		if you know?	2	A	Yes,
3	A	e you know? I don't know that.	2	A Q	Yes. But these transactions are different; is that right?
3	A 0	I don't know that.	100	A Q A	1779
- 22	A Q	I den't know that.	100		But these transactions are different; is that right?
4	A Q	I don't know that. Deay. So item Number 1 was proffered by you. Was there:	3 4		But these transactions are different; is that right? Correct.
4	A Q A	t don't know that. Okay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns	3 4 6		But these transactions are different; is that right? Correct. The last item under Paragraph 5, Category 4, Buyer may
4 5 6		t den't know that. Dkay. So litem Number 1 was prefered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement?	345		But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed eppropriate at
4 5 6 7	A	I don't know that. Deay. So item Number 1 was prefered by you. Was there any discussion — did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the	3 4 6 7		But these transactions are different; is that right? Correct. The last item under Paragraph 5, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time
4 5 6 7 8	A	I don't know that. Deay. So item Number 1 was preffered by you. Was there any discussion — did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember.	3 4 6 7 8		But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed oppropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this
4 5 6 7 8 9	A	I don't know that. Dkay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns shout that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DCNR testing of the well, whose kiew was that? That also is semething I put in there.	3 4 6 7 8 9		But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed oppropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this
4 5 6 7 8 9 10 11	A G A	I don't know that. Dkay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that?	3 4 6 7 8 9 10	0	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to any time after strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns,
4 5 6 7 8 9 10 11	A 0 A 0	I don't know that. Deay. So item Number 1 was prefered by you. Was there: any discussion — did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving	3 4 5 7 8 9 10 11	0	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this documant, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done?
4 5 6 7 8 9	A 0 A 0	I don't know that. Dkay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes.	3 4 6 7 8 9 10 11 12	•	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this documant, did he make any inquiry of you as it concerns, quote, other inspections he might want to have done? No.
4 5 6 7 8 9 10 11 12 13	A G A G A	I don't know that. Deay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchese Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions invelving private well systems? Yes.	3 4 5 7 8 9 10 11 12 13	•	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category G, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone
4 5 6 7 8 9 10 11 12 13 14 15	A G A G A	I don't know that. Dkay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and	3 4 6 7 8 9 10 11 12 13 14	•	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to any time after strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone do any other inspections?
4 5 6 7 8 9 10 11 12 13 14 15 16	A G A G A	E den't know that. Dkay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and the equipment that stays with the property; whose idea	3 4 6 8 7 8 9 10 11 12 13 14 15	0 • • •	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to any time after strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone ds any other inspections? Net that 3 know of.
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4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A G A G A G	I den't know that. Disay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and the equipment that stays with the property; whose idea was that? That also was mine. And why did you put that into the transaction?	3 4 5 7 8 9 10 11 12 13 14 15 16 17	0 • • •	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category G, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this documant, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone ds any other inspections? Not that I know of. Then if we go down into Paragraph S, the latter verbiage within that, I assume because you were not aware of any inspections at no time prior — subsequent to signing
4 5 6 7 8 9 10 11 12 13 14 15 17 18 19	A G A G A G	I don't know that. Deay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchese Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions invelving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and the equipment that stays with the property; whose idea was that? That also was mine.	3 4 5 7 8 9 10 11 12 13 14 15 16 17 18	0 • • •	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category G, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this documant, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone ds any other inspections? Not that I know of. Then if we go down into Paragraph S, the latter verbiage within that, I assume because you were not aware of any inspections at no time prior — subsequent to signing
4 5 6 7 8 9 10 11 12 13 14 15 17 18 9 20	A G A G A G A	I don't know that. Disay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose kies was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and the equipment that stays with the property; whose idea was that? That also was mine. And why did you put that into the transaction? Just so the buyer can go up and check what stays and to make sure averything is operational.	3 4 5 8 7 8 9 10 11 12 13 14 15 16 17 18 19	0 • • •	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 6, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone do any other inspections? Not that 1 know of. Then if we go down into Paragraph S, the latter verbiage within that, 1 assume because you were not aware of any inspections at no time prior — subsectient to signing the Purchase Agreement or prior to closing were you ever
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 1	A G A G A G	 I den't know that. Diay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns shout that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and the equipment that stays with the property; whose idea was that? That also was mine. And why did you put that into the transaction? Just so the buyer can go up and check what stays and to make sure averything is operational. Prior to the time that the Purchase Agreement marked as 	3 4 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	• • •	But these transactions are different; is that right? Carrect. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to any time after strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone ds any other inspections? Not that I know of. Then if we go down into Paragraph S, the latter verbiage within that, I assume because you were not aware of any inspections at no time prior subsequent to signing the Purchase Agreement or prior to closing were you ever approad of any concerns that Mr. Remington had?
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 21 22 2	A G A G A G A	 I den't know that. Dray. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns about that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and the aquipment that stays with the property; whose idea was that? That also was mine. And why did you put that into the transaction? Just so the buyer can go up and check what stays and to make sure overything is operational. Prior to the time that the Purchase Agreement marked as taxisti 9 was signed, did Mr. Remington ever make any 	3 4 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 1	0 A Q A Q A	But these transactions are different; is that right? Carrect. The last item under Paragraph S, Category 4, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone ds any other inspections? Not that I know of. Then if we go down into Paragraph S, the latter verbiege within that, I assume because you were not aware of any inspections at no time prior — subsequent to signing the Purchase Agreement or prior to closing were you ever appriaed of any concerns that Mr. Remington had? No.
4 5 6 7 8 9 10 11 12 13	A G A G A G A	 I den't know that. Diay. So item Number 1 was proffered by you. Was there any discussion did Nr. Remington raise any concerns shout that prior to signing the Purchase Agreement? Not that I remember. Item Number 2 as it concerns the DENR testing of the well, whose idea was that? That also is semething I put in there. Is that something you put in all transactions involving private well systems? Yes. Okay. Item Number 3, Buyer to inspect the property and the equipment that stays with the property; whose idea was that? That also was mine. And why did you put that into the transaction? Just so the buyer can go up and check what stays and to make sure averything is operational. Prior to the time that the Purchase Agreement marked as 	3 4 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	0 A Q A Q A	But these transactions are different; is that right? Correct. The last item under Paragraph S, Category 6, Buyer may conduct any other inspection deemed appropriate at buyer's expense. At any time prior to — any time after — strike that, please. At any time prior to Mr. Remington signing this document, did he make any inquiry of you as & concerns, quote, other inspections he might want to have done? No. To the best of your knowledge, did he ever have anyone do any other inspections? Not that I know of. Then if we go down into Paragraph S, the letter verbiage within that, I assume because you were not aware of any inspections at no time prior — subsequent to signing the Purchase Agreement or prior to closing were you ever apprised of any concerns that Mr. Remington had? No. Now if we go to Paragraph 6 on Page 2 of Exhibit 9, the

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-		description in the second seco	1	-	113
		fram? You?	1		was signed by Duane and Nelody Remington. Were these
2		That is from me, because he owns the property up until	2		all signed on April 27th, the next three papes, by
3	~	the date of closing.	3		Melody or signed sometime thereafter?
4	a	2015년 1월 2017년 2018년 1월 2019년 2월 2018년 2월 2019년 2월 2019년 1월 2019년 2월 2	4		Thereafter, on the 1st.
	-	prorations where it talks about deposits and prepaids	5	Q	When you met Duane on April 27th, did he seem at all
		and things such as that, where did that idea come from?	6		concerned about what he was ready to buy?
7		That was something that was told to me by Mr. Grimm that	7	A	No.
8		him and Hr. Remington had agreed to.	8	Q	Did you have any understanding as to his backpround as
9	0	Okey. The language under the category of Survey, where	9		to whether he had any experience in the campground
10	-	stid that come from?	10		industry?
11	٨	That's - we went over the boundary survey or not the	11	A	I do net know-
12	~	boundary, but the GIS boundary off of Lawrence County.	12	0	Okey. Did you have any discussions with him or did he
13	0	nen en el contra co A contra contr	13		share anything as to why he wanted to get this done as
14	A	And Mr. Remington said he was ckay with thet.	14		quickly as possible?
15	a	Diary. The only other language that's included in the	15	A	I don't know.
15	-	balance of this, there's a provision of the closing	16	à	Okay. When you were present in your conference room
17		where it says on or before May 15th. Was that something	17		with he and Hr. Grimm, do you recall any of the
18		that was discussed when you met with Mr. Remington and	18		substance of the conversation that transpired between
19		Hr. Grimm!	19		Mr. Remington and Mr. Grimm that marning?
20		Yes, Hr. Remington asked me to close it as quickly as	20	A	Other than what we did for the Purchase Agreement, I
21		possible.	21		don't recall anything.
22	0	Then the lenguage about the addenda, you said that was	22	0	To the best of your knowledge, Bryan, after the
23	025	included because that addende was prepared simultaneous	23		agreement was signed on April 27th up until the time it
24		with the Purchase Agreement?	24		closed, do you have any recollection of your interaction
25		Yas.	25		with Mr. or Mrs. Remington between April 27th and
		112			114
1	o	I note that the ogreement is dated at 10 o'clock on	1		May 12th?
2	10	April 27th and 8's signed it says, This agreement is	2	A	Again, when Helody come in to sign on the 1st and then
3		void if not accepted by seller by the 27th day of April.	3		when Mr. Hags completed the Contract for Deed, I called
4		The seller, of course, would be Nr. Grimm. But	4		up Hr. Remington to give him a copy of that.
5		the purchasers then signed it. When did they sign it?	5	Q	Who previded the information to brian Hagg to complete
6	A	At the same time-	6		the Contract for Deed?
7	Q	So this was signed by both Mr. Remington and	7	A	I did. 1 give him that. (Indicating.)
B		Hrs. Remington on April 27617	8	Q	So you would have sent to Brian what I have marked as
.9		No. Mrs. Remington come in on May 1st to sign it.	9		Exhibit 9, the Purchase Apreement?
10	Q	Did you have any concerns when the agreement was signed	10	A	The first three pages.
11		just by Mr. Remington when it was presented to	11	0	Just the first three pages?
12		Hr. Grimm? Do you understand that to be a binding	12	A	Yes.
13		agreement, from your understanding? I'm not asking for	13	Q	Just the signature page and then the Addenda?
14		a legal opinion, but did you think you needed her	14	A	{Nodded.}
15		signature for their?	15	Q	If we look at Exhibit Number 8, which is a copy of your
16	A	Yes.	16		notes as to when you mut with certain people, okay, it
17	۵	Okay. On Fage 46, Exhibit Number 9, there's a copy of	17		says on April pardon me, on May 8th of 2017 you would
18		the earnest money check. And that check is dated the	16		have met with Duana to review information provided by
19		27th day of April, and it's signed by N. Remington, who	19		Brian Hagg, parens, Contract for Deed and other
20		I assume to be Helody. Did that check come with Duarte	20		supporting documents.
21		when he rame to the at the time the Purchase	21	A	Yes.
22		Agreement was signed, or did he get that later on?	22	Q	That would have been in your office?
23	A	That, I can't remember.	23	A	Yes.
100					
24 25	٩	Okey. Go to Pege 4 of Exhibit 9. Oh. No, Fege 5. I'm sorry. Page 5 of Exhibit 9. This is at agreement that	24	Q	I'm going to show you what we'll mark as Exhibit Number 11-

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	-	and a second	T	-	117
1		(Exhibit 11 marked for identification.)	1.		and make money, okay? Be it a car lot or bo it a car
2	a	I'm showing you what I have marked as Exhibit Number 12	2		wash or grocery store, anything like that.
		(sic), and it appears to be maybe nine pages of a	3		옷장 분경을 벗는 것
3		document denominated Contract for Deed. This would have	14	- 200	flog you ever seen any ather transaction lovelsing the
4		been prepared at your request by 5rien Hegg or someone	5		Sale of the purchase of a business where a prospective
5			6		Buyer had not waked for some sort of firshild
6	- 20	in his office; is that right? The Exhibit 11?	12		internation phot to standing the Functivise Agreement?
7	-	Yeah.	8	a	
•	4	Okay. Yes, this is what was prepared by Hr. Hagg.	9		As you set with Mr. Remington on May 1st and went over
9	0	And then on May 8th you would have set down with	10	_	the terms of the Contract for Deed marked as
1	Q.	Duane Remington and would have gone through the terms of	11		Exhibit 11 May 8th, pardon me. It was May 8th. I'm
197		the Contract for Deed with him; is that right?	12		sorry. Just globally, did HV, Stellington missiony
2		Yes.	13		convertes to you about the terms of the Contract for Deed
4		First, just globally, between April 27th and May 8th did	14		when you set them and want to er it with bird?
2.1	4	you have other than Nr. Remington calling to make an	15	*	a banda ta sa managin
5		appointment for his wife to come sign the documents, had	16	a	
29		Mr. Remington at any time between April 27th and May 8th	17		that have been something you would have gone back to
7		contacted you and made any inquiry or raise any concerns	18		Mr. Grimm with or Nr. Hagg with?
8		as it relates to his purchase of the compensuid?	19	A	
9	22		20	- 80	At any time after you met with Duane Remington on
9.		No. riad he asked for any financial information relative to	21	1	May 8th, did you ever go back to Brian flagg and raise
1	0		22		any concerns that had been asserted to you by
2		the operation of the camppround?	23		Duare Remington?
3	A	No. At any time triler to May Brit of 2012 had Mr. Reministon	24		No.
4	Q		25	0	At any time after you met with Duane Remington on
25	-	esked for any day return information for the dampground?		~	118
2			14		May 8th, did you go back to Keith Grimm and suggest that
		Pie- eine and stamilisten asked for any profit and tools	2		Mr. Remington had any concerns with the Contract for
2	162	information for the key service of them and	3		Deed?
3		the second s	4	A	
1		the second for any balance sheet information for the	5	- 52	I want to take you to Page 3 of Exhibit 11, if I could,
5	μ.	CONTRACTOR AND A CONTRACTOR AND A MANAGEMENT AND A CONTRACT AND A CONTRACT AND A CONTRACT AND A CONTRACT AND A	6	्	please,
2	14	Campatoled?	17	A	(Complied.)
97. -		No. Association any sales has reported for the catopyround?	l à	a	And, in particular, I want to take you to the last
5	1.5	그는 것 같은 것 같	9	-	sentence of Paragraph S on Page 3 where it says, Buyers
9		No.			
2	-	2 THE R. 4-10 B. WINNER CO. L. L. M. D. 1	110		acknowledge that they have examined the real property
Ø	1220	Did that seem odg to you?	10		ecknowledge that they have examined the real property and any ecurement or fatures and furniture, parents.
1	A	Dis chat stem ods to you? Yest	11		and any equipment or fixtures and furniture, parens,
1 2	1220	Did that seem load to you? Wer. You have been a party to five other transactions that	11 12		and any equipment or futures and furniture, parens, collectively property, close parens, related to the
1 2 3	A	Did that seem odd to you? You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen	11 12 13		and any equipment or futures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property
1 2 3 4	A	Did that seem odd to you? Was. You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making	11 12 13 14		and any equipment or futures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable.
1 2 3 4 5	A	Did that seem odd to you? West You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1	11 12 13 14 15		and any equipment or futures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with
1 2 3 4 5 6	A	Did that seem odd to you? You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax	11 12 13 14 15 16		and any equipment or focures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with Mr. Remington about his right to go in and inspect the
1 2 3 4 5 6 7	A	Did that seem odd to you? Wer: You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax reports, income statements, profit and loss statements,	11 12 13 14 15 16 17		and any equipment or focures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with Mr. Remington about his right to go in and inspect the property, real or personal?
1 2 3 4 5 6 7 8	a	Did that seem odd to you? West You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax reports, income statements, profit and loss statements, balance sheets. Had you ever sean that happen before?	11 12 13 14 15 16 17 18		and any equipment or fixtures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with Mr. Remington about his right to go in and inspect the property, real or personal? Tim sorry. What page were you on again? 1 don't —
1 2 3 4 5 6 7 8 9	A	Did that seem odd to you? West You have been a party to five other transactions that you mentioned to us earlier today. Had you over seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax reports, income attements, profit and loss statements, balance sheets. Had you ever seen that happen before? Not that I know of.	11 12 13 14 15 16 17 18 19	A D A	and any equipment or focures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with My, Remington about his right to go in and inspect the property, real or personal? Tim sorry. What page were you on again? I don't — I'm on Page 3 of Exhibit 11.
1 2 3 4 5 6 7 8 9 0	a	Did that seem odd to you? West You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax reports, income statements, profit and loss statements, balance sheets. Had you ever sean that happen before? Not that I know of. And other than selling campground, Bryan, have you been	11 12 13 14 15 16 17 18 19 20	A	and any equipment or fatures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with My, Remington about his right to go in and inspect the property, real or personal? Tim sorry. What page were you on again? I don't — Tim on Page 3 of Exhibit 11. Okay, I'm sorry. Okay.
1 2 3 4 5 6 7 8 9 0	A	Did that seem odd to you? West You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax reports, income statements, profit and less statements, balance sheets. Had you ever seen that happen before? Not that I know of. And other than selling campground, Bryan, have you been involved, without raming parties, of course, had you	11 12 13 14 15 16 17 18 19 20 21	A	and any equipment or fixtures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with Mr. Remington about his right to go in and inspect the property, real or personal? Tim sorry. What page were you on again? 1 don't — I'm an Page 3 of Exhibit 11. Okay, 1'm sorry. Okay. I was referencing the last sentence of that Paragraph 5,
1 2 3 4 5 6 7 8 9 0 1 1 2	A	Did that seem load to you? Wex. You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax reports, income attements, profit and loss statements, balance sheets. Had you ever seen that happen before? Not that I know of. And other than selling campground, Bryan, have you been involved, without naming parties, of course, had you been involved in the sale of other business	11 12 13 14 15 16 17 18 19 20 21 22	A	and any equipment or fixtures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with Mr. Remington about his right to go in and inspect the property, real or personal? Tim sorry. What page were you on again? I don't — Fim on Page 3 of Exhibit 12. Okay, I'm sorry. Okay. I was referencing the last sentence of that Paragraph 5, Bryan. Do you recall having any conversation with
1 2 3 4 5 6 7 8 9 0	A	Did that seem odd to you? West You have been a party to five other transactions that you mentioned to us earlier today. Had you ever seen someone purchase a campground before without making inquiry relative to the financial information like 1 identified? What I mean by that, tax returns, sales tax reports, income statements, profit and less statements, balance sheets. Had you ever seen that happen before? Not that I know of. And other than selling campground, Bryan, have you been involved, without raming parties, of course, had you	11 12 13 14 15 16 17 18 19 20 21	A	and any equipment or fixtures and furniture, parens, collectively property, close parens, related to the operation of the same and acknowledge that the property is acceptable. Do you recall having any conversation with Mr. Remington about his right to go in and inspect the property, real or personal? Tim sorry. What page were you on again? 1 don't — I'm an Page 3 of Exhibit 11. Okay, 1'm sorry. Okay. I was referencing the last sentence of that Paragraph 5,

		116	13		121
1		was when Duans and Melody Remington came to my office to	1		tive different categories that these agreements could be
2		have her sign, he said that he had seen the property a	2		applicable to. And this one the box is checked for
3		couple times now and he was comfortable.	3		Business/Industry. You would have done that, right?
4	9	That would be prior to her signing the Purchase	4	A	Yes.
5		Agreement then on May 3527	5	Q	Like, for instance, I this would have been a single
6	۸	That was at the same time.	6		family residence, you would have checked the box for RE,
7	Q	Okay. Again, on Page 5 of Exhibit 11, Paragraph 24,	7		residential; right?
8		other than what you just shared with me about Duane	8	A	Correct
9		saying he had been to the property a couple times and he	9	9	If it had just been a land transaction, you would have
10		was fine with it, did he, at any time, ratie any	10		checked that box?
11		concerns with you that the property was being sold on	11	^	Yes.
12		is? Did he ever raise any concern about that?	12	Q	Been a multi-family, like an apartment, you would have
13	A	No.	13		checked that box; right?
14	Q	Did Mr. Remington ever ask you whather he needed to have	14	A	Yes.
15		some concern and whether or not be needed some	15	۵	What's the distinction between a commercial and a
16		warrancies or representations about the property? Ok	16		business/industry? What's the difference between those
17		he ever ask you about that?	17		bec7
18	A	Not that I remember.	18	A	
19	Q	I'm going to show you what I'm going to mark as	19		land, commercial land,
20		Eshbh 12.	20	Q	Dizay. Take a lask at exhibit the last tivite pages
21		(Exhibit 12 marked for identification.)	21		that you separately marked as Exhibit 13 then. The
22	Q	Bryan, I'm showing you what I've marked as Exhibit 12,	22		information identified on Exhibit 13, would that have
23		and it appears to be the Exclusive Listing Agreement	23		come from you?
24		that you would have signed with Mr. Grimm in July of	24	A	Yes.
25		2016. And just take a moment to familiarize yourself	25	P	At the top of it, it says — It lists a dats and
		120	1		122
1		with It.	1		business industry. Then underneath it says Status. It
2		Does this appear to be that Listing Agreement and	2		says, Sold inner Office. What does that mean?
3		related agency addendums and things such as that?	3	*	That means that I listed and sold the property.
4	A	Yes.	4	q	~ 아이는 아이는 것은 것이 같아요. 한 것은 것은 것은 것이 같아요.
5	Q	Cleay, I want to draw your attention, Bryan, to the last	5		this would be the MLS document, and that document
6		three pages of that. They're Bates stamped RE/RAX 0050	6		continues to change over time from the time it's listed
7		through \$2, 3 think they are. Now, 3 have attached	7		to the time it's sold than?
8		these to Exhibit 32, but would they have, in fact, been	8	*	Correct.
9		a part of the Listing Agreement? Would they have been	9	a	so this would be the iteration after the property sold
10		incorporated in the Listing Agricement or not?	10		then7
11		No	11	A	Correct
12	0	Would it be more appropriate for those to be a separate	12	Q	Okay. If you go down to where it says Features about -
13		exhibit then?	13	12	right below the midpoint; do you see that?
14	٨	This is what is on the MLS. This is the MLS sheet	14	•	Yas.
15		printout.	15	Q	
16	Q.	wiel, set's de this then. I'm guing to have you take	16		Brancial statements, equipment lists, profit and loss
17		those lest three pages off.	17		statements. Would you have had that information in your
18		MR, NGONEY: And, Greg, I'm going to have you take	18		file from the time you listed it or not? Or would
19		this and have him mark those as Exhibit 13; ukay? Thank	19		kan
20		you.	20	A	방법이 한 것 같아요. 가지 않는 것 같아요. 아님의 것 같아요. 같이
Ħ	A	(Complied.)	21	0	Okey. Bryan, I'm gaing to show you - I'll show it to
22		(Exhibit 13 marked for identification.)	22		you and see if you can identify it, if you can. If you
	۵		23		can'i, otherwise I wan't mark it. Have you seen this
23			1.9.4		document before?
23 24		mement. I note, bryan, on the top of this document	24		Particular and an and a second and

	_		1		
2	~	123 Would that have been part of your file?		A	125 Yes.
1	9	영향 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및 및	2	a	the second second second second second
2	^	Yes. (Exhibit 14 marked for identification.)	3	-71	Yes:
3	4		4	0	bid he tell you why, on June 35th, he wanted to see the
1	Q	these documents are Bates stamped RE/MAX 0053 through	5	~	financial information for the last three years?
\$		po56. Would this information have been information that	6	A	He said that things were not adding up.
5			7	57	Well, did he give you - at this paint in time he had
7	12	had been provided to you by Keith Grimm?	8	~	been in possession for about five weeks, right?
8	•	Yes.		A	Yes.
9	D		10	0	NAMES AND AND AND AND A DECK AND A DECK AND A DECK
0		would you have had this information available in your	11	×	안 옷을 살 친구들을 알 것이 많을 것을 것이 것이 것을 만들고 있다. 또 것을 수 있다.
4		f3e7	1.50	1	things weren't adding up? That the sales were not what he thought they should b
2	*	Yes.	12	A	Well, had he, at any time prior to June 19th, given you
3	0	And as a Reakor or as a broker, I should say, pardon	13	2	· 전 전 Marine 1. 2017 - 1 2017 - 201 - 2017
4		me, you don't do anything to authenticate or validate	14		any like a business case or a business plen that he
5		information that's presented to you by clients, do you?	15	18	had put together for his operation of this competiund?
6	A	No.	16	A	I'm sorry. Say that again.
7	Q		17	Q	
8		that have been a summary shert that you prepared? Page	18		question this way, Bryan.
9		1 of Exhibit 14-	19		You mentioned their Remington said to you things
20	A	Yes.	20		aren't adding up; is that right?
H	Q	And at any time after you first met Duane Remington on	21	A	Yes.
22		April 27th up until the transaction closed on May 12th,	22	Q	Did he give you any point of reference as to what he
13		did he ever ask to see the information that I've	23		expected the sales to be?
24		generally marked as Exhibit 147	24	A	No.
25	A	Did Duane? No.	25	0	Did he give you any methodology or anything he had
		124			126
1	٩	Yeah. Did Duane ever ask to see #2	1		prepared where he would have forecasted what the sales
2	0 A	Yeah. Did Duane ever ask to see #2 No.	1 2		prepared where he would have forecasted what the sales were going to be?
2	A		1.824	*	were going to be?
1 2 3 4	A	No.	2	- 22	were going to be? No. Did you make any inquiry of him what he meant by the
1 2 3 4 5	A A A	No. Did Melody?	2	٩	were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"?
1 2 3 4 5 6	A A A	No. Did Melody? No.	234	٩	were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were
22	A A A	No. Did Melody? No. Did you when you mut with Mr. Bernington on	2 3 4 5	0 A	were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b
6	A A A	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any	2 3 4 5 6	0 A	were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout
6 7	A A A	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's	2 3 4 5 6 7	0 A	were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b
6 7 8 9	A 0 A 0	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remiegton's background would be? No.	2 3 4 5 6 7 8	0 A	were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout
678	A 0 A 0 A	No. Did Melody? No. Did you when you met with Mr. Remington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No.	2 3 4 5 6 7 8 9	0 A	were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell
6 7 8 9 10	A 0 A 0 A	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in	2 3 4 5 6 7 8 9 10	a 	were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were?
6 7 8 9 10 11	A 0 A 0 A 0 A	No. Did Melody? No. Did you when you mut with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No.	2 3 4 5 6 7 8 9 10 11	0 A 0 A	were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No.
6 7 8 9 10	A 0 A 0 A 0 A	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Bernington's background would be? No. Did he share with you whether he had any background in running a small business?	2 3 4 5 6 7 8 9 10 11 12	0 A 0 A	were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington
6 7 8 9 10 11 12 13	A 0 A 0 A 0 A	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about	2 3 4 5 6 7 8 9 10 11 12 13	0 A 0 A	were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not gotting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect
6 7 8 9 10 11 12 13 14 15	A 0 A 0 A 0 A	No. Did Melody? No. Did you when you mut with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardeley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about the cap rate for this property?	2 3 4 5 6 7 8 9 10 11 12 13 14	0 A Q A Q	were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cables versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis?
67891011213141516	* 0 * 0 * 0 * 0 *	No. Did Melody? No. Did you when you mut with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate", Did he ever use the term "cap rate" and sek you about the cap rate for this property? No.	2 3 4 5 6 7 8 9 10 11 12 13 14 15	0 A Q A Q	were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis? No.
67890112345617	* 0 * 0 * 0 * 0 *	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about the cap rate for this property? No. Ang if you had been asked by Mr. or Mrs. Remington for a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	0 A Q A Q	were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should b Did he mention whether he meant sales meaning compgroup or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis? No. (Mr. Remington left the deposition room at this time.)
6789012345678	* 0 * 0 * 0 * 0 *	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about the cap rate for this property? No. And if you had been asked by Mr. or Mrs. Remington for a kopy of financial information, would you have provided	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17		were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not gotting as much sales as he thought they should b Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis? No. (Mr. Remington left the deposition room at this time.)
678901234567BB	0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about the cap rate for this property? No. And if you had been asked by for; or Mrs, Remington for a kto (bem?)	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18		were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should be Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect tor sales to be on a weekly or monthly basis? No. (Mr. Remington left the deposition room at this time.) A question Mr. Beardsloy asked earlier todity about when
678901234567890	× 0 × 0 × 0 × 0 ×	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and eek you about the cap rate for this property? No. And if you had been asked by for; or Mrs. Remington for a copy of financial information, would you have provided is to them? Absolutely.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19		were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should be Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis? No. (Mr. Remington left the deposition room at this time.) A question Mr. fleardsley asked earlier today about when the transaction closed. [tanibit 15 marked for identification.}
6789012345678901	0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A 0 A	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about the cap rate for this property? No. And if you had been asked by Mr. or Nrs. Remington for a copy of financial information, would you have provided is to them? Absolutely. When is the first time Mr. or Nrs. Remington asked to	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should be Did he mention whether he meant sales meaning compgrout or cables what he said sales, beer sales? Did he tell you what type of Sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis? No. (Mr. Remington left the deposition room at this time.) A question Mr. theatdeley asked earlier today about when the transaction closed. (Exhibit 15 marked for identification.) I show you Exhibit 35. Is this a copy of the Settlement
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 1 22	× 0 × 0 × 0 × 0 ×	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about the cap rate for this property? No. And if you had been wiked by Mr. or Mrs. Remington for a copy of Anancial Information, would you have provided is to theri? Absolutely. When is the first time Mr. or Mrs. Remington asked to review any of the first time Mr. or Mrs. Remington asked to review any of the first time Mr. or Mrs. Remington asked to review any of the first time Mr. or Mrs. Remington asked to review any of the first time Mr. or Mrs. Remington for the Wild	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21		were going to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were not getting as much sales as he thought they should be Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis? No. (Mr. Remington left the deposition noom at this time.) A question Mr. fleardsley asked earlier todity about when the transaction closed. [tanibit 15 marked for identification.}
67891011213141516171819101	× 0 × 0 × 0 × 0 ×	No. Did Melody? No. Did you when you met with Mr. Bernington on April 27th, did you have any did you come to any understanding or appreciation as to what Mr. Remington's background would be? No. Did he share with you whether he had any background in running a small business? No. Mr. Beardsley used the term earlier today "cap rate". Did he ever use the term "cap rate" and sek you about the cap rate for this property? No. And if you had been asked by As, or Mrs. Remington for a copy of financial information, would you have provided is to them? Absolutely. When is the first time Mr. or Nrs. Remington asked to	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 20 21 22		 were poing to be? No. Did you make any inquiry of him what he meant by the term "things aren't adding up"? I believe what he said is that they were — they were in not getting as much sales as he thought they should be Did he mention whether he meant sales meaning compgrout or cabins versus food sales, beer sales? Did he tell you what type of sales they were? No. At any time prior to June 19th of 2017 had Mr. Remington ever made any inquiry of you as to what he might expect for sales to be on a weekly or monthly basis? No. (Mr. Remington left the deposition noom at this time.) A question Mr. Beandsley asked earlier today about when the transaction closed. (Exhibit 15 marked for identification.) I show you Exhibit 15. Is this a copy of the Settlement Statement avidencing the closing of this transaction?

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-		127	1		129
1	A	Yes.	1	Q	Did you come to any understanding between May 12th of
2	Q	And after that date, May 12th of 2017, did you have any	2		2017 and the time that Duane came to see you on July 6th
3		further conversations with Mr. Remington prior to	3		of 2017 how much time Mr. or Mrs. Remington were putting
4		June 19th of 2017 when he came to your office and asked	4		in to the compground on a daily basis?
5		about financial information?	5	۸	No.
6		(Mr. Kennington re-entered the deposition room at	6	۵	Did Hr. Remington, at any time prior to purchasing the
7		this time.)	7		campground, ever inquire of Keith in your presence as to
8	A	No.	8		how much time he should expect to have to work on a
9	0	Then on your notes on July on Exhibit 8 suggest that	9		daily basis at the compground?
0		on July 6th of 2017 you had another meeting with	10	A	No.
1		Mr. Remington; is that right?	11	Q	
2	٨	Yes.	12		with Duane was on April 4th of 2017. Tell me about that
3	á	At any time from June 19th up until July 6th do you have	13		metting.
4		any recollection of meeting with Mr. Renvington?	14	۸	On August 8th or August 4th7
5	A	I do not.	15	Q	August 4th, yeah.
6	Q	NEW STREET, and the second street and s	16	A	Okay. Mr. Remington showed up at my office and just
7	-	with Duane to go over quastions he had on the financial	17		what I said there, threatened to do an audit, get a
8		statements. What kind of questions did he give to you,	18		lawyer. He asked for the 2016 tax return, which I the
9		have for you?	19		requested from Mr. Grimm.
0		We talked about the what I remember of it is we	20	Q	Okay. And at the time that the original Purchase
1	1972	talked about the beer sales and the food sales.	21		Agreement was signed, would you even would you have
2	0		22		had a copy of Mr of the tax return for Wild Bill's
3	-7	privy to any conversations with Duane Remington when	23		for 20167
4		te where he'd asked about sales volumes for beer or	24	٨	No.
<u> </u>					
5		food?	25	Q	Did you provide these, this information, to
5	-	food7 128	25	Q	Did you provide these, this information, to \$30
00 (1)	A	and a set of the set o	25		130 Mr. Remanyton when he asked for it?
1		128			\$30
1 2		128 No.	1		130 Nr. Remington when he asked for it? I had to call up Keith to get it. Then, yes, I provided it.
1 2 3		128 No. Had you ever had any conversation prior to the time of	1 2		130 Mr. Remanyton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it.
1 2 3 4	٥	128 No. Had you ever had any conversation prior to the time of closing with Cuane Remington as to who operated the food	1 2 3	A	130 Nr. Remington when he asked for it? I had to call up Keith to get it. Then, yes, I provided it.
1 2 3 4 5	٥	128 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the food and beverage side of that business historically?	1 2 3 4	A Q	130 Mr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remangton (breatened to do an audit, get a
1 2 3 4 5 6	٥	128 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the food and beversign side of that business historically? I believe we talked about a little bit during the	1 2 3 4 5	A Q	130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you?
1 2 3 4 5 6 7	٥	128 No. Had you ever had any conversation prior to the time of closing with Ouane Remington as to who operated the final and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third	1 2 3 4 5 6	A Q A	130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remangton (breatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more
1 2 3 4 5 6 7 8	•	128 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the final and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party.	1 2 3 4 5 6 7	A Q A Q	130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you?
1 2 3 4 5 6 7 8 9	•	128 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the food and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Keith had used a third	1 2 3 4 5 6 7 8	A Q A Q	130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remangton (breatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more
1 2 3 4 5 6 7 8 9 0	•	128 No. Had you ever had any conversation prior to the time of closing with Cuane Remington as to who operated the food and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Keith had used a third party to do the food and beverage side of the business?	1 2 3 4 5 6 7 8 9	A Q A A	130 Mr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remangton (breatened to do an audit, get a lewyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much mon- as he thought it was going to.
1 2 3 4 5 6 7 8 9 0 1	0 A Q A	128 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the food and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Keith had used a third party to do the food and beverage side of the business? It was the previous year,	1 2 3 4 5 6 7 8 9 10	A Q A A	130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he ever quantity for you what he thought it was going to make? Not that I remember.
1 2 3 4 5 6 7 8 9 0 1 2	Q * Q	128 No. Had you ever had any conversation prior to the time of closing with Cuane Remington as to who operated the final and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Keith had used a third party to do the food and beverage side of the business? It was the previous year. So 2016 then?	1 2 3 4 5 6 7 8 9 10 11	A Q A Q A Q	130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remangton threatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he over quantify for you what he thought it was going to make? Not that I remember. Okay. Did you evet inquire of Mr. Remington how he was
1 2 3 4 5 6 7 8 9 0 1 2 3	A 0 A 0 A	128 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the final and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Keith had used a third party to do the food and beverage side of the business? It was the previous year. So 2016 then? Yea.	1 2 3 4 5 6 7 8 9 10 11 12		130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lawyer, old he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much mon as he thought it was going to. Did he ever quantity for you what he thought it was going to make? Not that I remember.
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1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6	A 0 A 0 A	 No. No. Had you ever had any conversation prior to the time of closing with Cuane Remington as to who operated the food and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Kuith had used a third party to do the food and beverage side of the business? It was the previous year. So 2016 then? Yes. Did Mr. Ramington at any time you were present in the company of both yourself, Duane, and Keith Grimm, was there ever any conversation that you averheard where Mr. Remington made any inquiry of Keith Grimm as to how 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		130 Nr. Remangton when he asked for h? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lewyer, old he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he ever quantity for you what he thought it was going to make? Not that I remember. Okay. Did you ever inquire of Mr. Remington how he was operating the business from the time he had taken. possession in May of 2017 up until now we're into early
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7	0 A 0 A 0 A 0	 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the final and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Kuith had used a third party to do the food and beverage side of the business? It was the previous year. So 2016 then? Yea. Did Mr. Ramington at any time you were present in the company of both yourself, Duane, and Keith Grimm, was there ever any conversation that you averheard where Mr. Remington made any inquiry of Keith Grimm as to how that third-party food and beverage had worked out? 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16		130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remangton threatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he over quantify for you what he thought it was going to make? Not that I remember. Okay. Did you evel inquire of Mr. Remington how he was operating the business from the time he had taken. possession in May of 2017 up until now we're into cadly August of 2017? Did he taik to you about what he was doing up there?
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8	0 A 0 A 0 A 0	 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the final and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Kuith had used a third party to do the food and beverage side of the business? It was the previous year. So 2016 then? Yes. Did Mr. Ramington at any time you were present in the company of both yoursel?, Duane, and Keith Grimm, was there ever any conversation that you averheard where Mr. Remington made any inquiry of Keith Grimm as to how that third-party food and bevarage had worked out? I don't recall. 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17		130 Nr, Remangton when he asked for h? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lewyer, old he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he ever quantify for you what he thought it was going to make? Not that I remember. Okay. Did you ever inquire of Mr. Remington how he was operating the business from the time he had taken. possession in May of 2017 up until now we're into early August of 2017? Did he talk to you about what he was doing up there? No.
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	A 0 A 0 A 0 A 0	 No. Had you ever had any conversation prior to the time of closing with Cuone Remington as to who operated the food and beverage side of that business historically? I believe we telked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Kuith had used a third party to do the food and beverage side of the business? It was the previous year. So 2016 then? Yea. Did Mr. Ramington at any time you were present in the company of both yourself, Duane, and Keith Grimm, was there ever any conversation that you averheard where Mr. Remington made any inquiry of Keith Grimm as to how that third-party food and bevarage had worked out? I don't recall. Now when Mr. Remington bogan running the business after 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18		130 Nr, Remangton when he asked for in? I had to call up Keith to get it. Then, yes, I provided it. When Mr, Remangton threatened to do an audit, get a lewyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much mon as he thought it was going to. Did he over quantify for you what he thought it was going to make? Not that I remember. Okay. Did you evel inquire of Mr. Remington how he was operating the business from the time he had taken. possession in May of 2017 up until now we're into early August of 2017? Did he taik to you about what he was doing up there? No.
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0	A 0 A 0 A 0 A 0	 No. No. Mad you ever had any conversation prior to the time of closing with Cuane Remington as to who operated the food and beverage side of that business historically? I believe we teliked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Kuith had used a third party to do the food and beverage side of the business? I twas the previous year. So 2016 then? Yea. Did Mr. Ramington at any time you were present in the company of both yourself. Duane, and Keith Grimm, was there ever any conversation that you averheard where Mr. Remington made any inquiry of Keith Grimm as to how that third-party food and bevarage had worked out? I don't recall. Now when Mr. Remington began running the business after the time of closing in May of 2017, did you come to have 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19		 Nr, Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lawyer, old he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he ever quantity for you what he thought it was going to make? Not that I remember. Okay. Did you evet inquire of Mr. Remington how he was operating the business from the time he had takes possession in May of 2017 up until now we're into early: August of 20177. Did he talk to you about what he was doing up there? No. Okay. Did you know he wasn't even staying up there at right? Did you understand thet?
123456789012345678901	A 0 A 0 A 0 A 0	 No. No. Had you ever had any conversation prior to the time of closing with Cuane Remington as to who operated the food and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Keith had used a third party. Do you recall historically when Keith had used a third party to do the food and beverage side of the business? I was the previous year. So 2016 then? Yes. Did Mr. Ramington at any time you were present in the company of both yourself. Duane, and Keith Grimm, was there ever any conversation that you overheard where Mr. Remington made any inquiry of Keith Grimm as to how that third-party food and bevarage had worked out? I don't recall. Now when Mr. Remington began running the business after the time of closing in May of 2017, did you come to have any understanding as to who was operating the food and 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		130 Nr, Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he ever quantify for you what he thought it was going to make? Not that I remember. Okay, Did you ever inquire of Mr. Remington how he was operating the business from the time he had taken possession in May of 2017 up until now we're into early August of 2017? Did he talk to you about what he was doing up there? No. Okay. Did you know he wasn't even staying up there at night? Did you understand thet?
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2	Q A Q A Q A Q	 No. Had you ever had any conversation prior to the time of closing with Duane Remington as to who operated the final and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Kuith had used a third party. Do you recall historically when Kuith had used a third party to do the field and beverage side of the business? I was the previous year. So 2016 then? Yea. Did Mr. Ramington at any time you were present in the company of both yoursel?, Duane, and Keith Grimm, was there ever any conversation that you averheard where Mr. Remington made any inquiry of Keith Grimm as to hnow that third-party food and bevarage had worked out? I don't recall. Now when Mr. Remington began running the business after the time of closing in May of 2017, did you come to have any understanding as to who was operating the food and beverage for him, or he and his wife, 1 should sey? 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21		 130 Nr, Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remington (breatened to do an audit, get a lawyer, old he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he ever quantity for you what he thought it was going to make? Not that I remember. Okay. Did you ever inquire of Mr. Remington how he was operating the business from the time he had takes. possession in May of 2017 up until now we're into early August of 2017? Did he talk to you about whist he was doing up there? No. Okay. Did you know he wasn't even staying up there at night? Did you understand thet? I did not ionow thet.
2 3 4 5 6 7	A Q A Q A Q A Q A	 No. No. Had you ever had any conversation prior to the time of closing with Cuane Remington as to who operated the food and beverage side of that business historically? I believe we talked about a little bit during the Purchase Agreement, because Keith had used a third party. Do you recall historically when Keith had used a third party. Do you recall historically when Keith had used a third party to do the food and beverage side of the business? I was the previous year. So 2016 then? Yes. Did Mr. Ramington at any time you were present in the company of both yourself. Duane, and Keith Grimm, was there ever any conversation that you overheard where Mr. Remington made any inquiry of Keith Grimm as to how that third-party food and bevarage had worked out? I don't recall. Now when Mr. Remington began running the business after the time of closing in May of 2017, did you come to have any understanding as to who was operating the food and 	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22		 130 Nr. Remangton when he asked for it? I had to call up Keith to get it. Then, yes, I provided it. When Mr. Remangton the astend to do an audit, get a lawyer, did he tell you why? Yes. What did he tell you? He said that the it just wasn't making as much more as he thought it was going to. Did he ever quantify for you what he thought it was going to make? Not that I remember. Okay. Did you ever inquire of Mr. Remington how he was operating the business from the time he had taken possession in May of 2017 up until now we're into early August of 2017? Did he taik to you about what he wead doing up there? No. Okay. Did you know he wasn't even staying up there at night? Did you understand thet? I did not know thet. Then on August 24th you must have had your last meeting

-			T		405
1		131 discussion about what was in the tax return?	1		133 in time from the time that Keith bought it to the time
2		No.	2		it was sold, there was some, like, little stand-atone
3		Did he have any more additional questions for you about	3		steeping units, put it; right?
4		his concerns about the busivess?	4	A	(Nodded.)
5	A	Just, again, that it wasn't making enough.	5	Q	That was an idea that you gave to Keith?
6		Okay. Again, did he ever quantify for you what he	6	A	I think he had it, as well, because he had already built
7	072	thought it should be making?	7		two.
8		Not that I recall.	8	Q	Okay. Other than that, did you ever make any other
9	0	Did he ever tell you how much he was making during the	9		suggestions to Keith as to things he might want to do up
0	20	2015 calendar 2015 summer season?	10		at the campground?
1	A	No.	11	A	No.
2	0	Did you have any ability to judge how Remingtons were	12	Q	For instance, when Mr. Grimm outsourced the food and
3		doing in relation to how Grimm had done in the past?	13		beverage side of the business, was that a suggestion you
4	A	승규가 가지 않는 것은 것 같아요. 가지 않는 것 같아요. 가지 않는 것 같아요. 가지 않는 것 수 있다.	14		had made to him?
5	0	After August 24th of 17, did you must with	15	A	ND.
6	000	Mr. Remington any additional times?	16	Q	Did you ever make a suggestion to Duane or Melody
7	A		17		Remington as to whether or not they'd want to be their
B	1221	I want to talk to you for a moment, if I can, Bryan,	18		food and beverage responsible for their food and
9		about Exhibit 2 that Mr. Beardsley showed you earlier	19		beverage? Did you ever have that conversation with
10		today. And in particular I want to focus on the last	20		them?
		bolded paragraph towards the boltom of the page where it.	21	A	No.
2		says, Agent Obligations.	22	Q	On the third line under this Agent's obligation towards
3		Did Hr. or Mrs. Remington, at any time prior to	23		the latter part of that phrase it says, kind of, three
4		the time of closing, over make any inquiry of you as to	24		ellipses, and it's respond honestly and accurately to
25		what your understanding of that business opportunity	25		questions concerning the property.
~		132	1		134
1		132 was7	1		157
1 2	A	was?	1 2		157
2		was?	1.2		Did Duano Remington, at any time from the time you
2		was7 No.	2		Did Duano Remington, let any time from the time you met him on April 97th up whill you closed on May 12th of
2 3 4		was? No. Did they ever eak at any time what you knew about the operation of the Wild Bill's Camilaround?	2	×	Did Duario Remington, at any time from the time you ant him on April 97th up with you closed on May 12th of 2017, sid for ever ask you any questions as it concerned the component at all? No.
2 3 4 5	0 A	was? No. Did they ever eak at any time what you knew about the operation of the Wild Bill's Camilaround?	234	* 0	Did Duario Remington, let any time from the time you met him on April 97th up and you closed on May 12th of 2017, did to over ask you any questions as it concerned the comportand at all? No. Did you ever provide any information — ever provide
23455	0 A	was? No. Did they ever eak at any time what you knew about the operation of the Wild Bill's Camtanound? Not that I know of, no.	2345	* 0	Did Duario Remington, at any time from the time you ant: him on April 97th up withit you closed on May 12th of 2017, sid for ever ask you any questions as it concerned the composing at all? No.
234557	0 A	was? No. Did phey ever eak at any time what you knew about the operation of the Web Bill's Campanound? Not that I know of, no. Did they ever eak you what your assessment of the	23456	• 0	Did Duisso Remington, at any time from the time you net him on April 97th up and you closed on May 12th of 2017, and the ever ask you any questions as it concerned the comportand at all? No. Did you ever provide any information — ever provide
2345578	0 A	was? No. Did phey over eak at any time what you knew about the operation of the Wild Bill's Camparound? Not that I know of, no. Did they ever wak you what your assessment of the financial information was for the Wild Bill's	234567		Did Duissis Remington, let any time from the time you into him on April 97th up knot you closed on May 12th of 2017, sho to ever ask you any questions as it concerned the comproved at all? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No.
23455789	A Q A	was7 No. Did they ever eak at any time what you knew about the operation of the Wild Bill's Cambaround? Not that I knew of, no. Did they ever eak you what your absessment of the financial information was for the Wild Bill's Campground?	2 3 4 5 6 7 8		Did Duissis Remington, let any time from the time you met him on April 97th au Anol you closed on May 12th of 2017, and the ever ask you any questions as it concerned the comporting at all? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Con you think of a single question that Duane Remington
2 3	A Q A	was7 No. Did they ever eak at any time what you knew about the operation of the Wild Bill's Campanound? Not that I knew of, no. Did they ever eak you what your absessment of the financial information was for the Wild Bill's Campagound? No.	2 3 4 5 6 7 8 9		Did Duissis Reministon, at any time from the time you into him on April 97th up knol you closed on May 12th of 2017, and the over ask you any questions as it concerned the comparation at all? No. Did you ever provide any information — ever provide information to Mr. Reministon that wasn't truthful and accurate to the best of your knowledge? No.
234557890	A Q A	was? No. Did they ever sak at any time what you knew about the operation of the Web Bills Campanound? Not shat I know of, no. Did they ever esk you what your assessment of the financial information was for the Wild Bill's Campground? No. Other then having walked through the property any number	2 3 4 5 6 7 8 9 10		Did Duissis Remington, let any time from the time you met him on April 97th au Anol you closed on May 12th of 2017, and the ever ask you any questions as it concerned the comporting at all? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Con you think of a single question that Duane Remington
23355789012	A Q A	was? No. Did prey ever eak at any time what you knew about the operation of the Wild Bill's Campanound? Not shat I know of, no. Did they ever eak you what your assessment of the manotal information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done	2 3 5 6 7 8 9 10	• 0	Did Duans Remington, let any time from the time you met him on April 97th up Ariol you closed on May 12th of 2017, did in ever ask you any questions as it concerned the comparated at all? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Remington asked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything.
234557890123	A Q A	was? No. Did they ever auk at any time what you knew about the operation of the Wild Bill's Camparound? Not that I know of, no. Did they ever eak you what your assessment of the financial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some perional assessment as to	2 3 5 6 7 8 9 10 11 12	• 0	Did Duans Remington, let any time from the time you met him on April 97th up Aroli you closed on May 12th of 2017, did fan ever ask you any questions as it concerned the composited at air? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Remington asked you from the time you met him on April 27th up until May 12th, 2017 about the compground?
2335578901234	A A A A	was7 No. Did they ever sak at any time what you knew about the operation of the Web Bills Campanound? Not shat I know of, no. Did they ever esk you what your assessment of the financial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some perional assessment as to the business opportunity available at the Wild Bill's	2 3 5 6 7 8 9 10 11 12 13	• 0	Did Duans Remington, let any time from the time you met him on April 97th up Ariol you closed on May 12th of 2017, did in ever ask you any questions as it concerned the comparated at all? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Remington asked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything.
23355789012345	Q 4 Q 4 0 4	was? No. Did prey ever sak at any time what you knew about the operation of the Web Bills Campanound? Not that I know of, no. Did they ever esk you what your assessment of the financial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some perional assessment as to the business opportunity available at the Wild Bill's Campground?	2 3 4 5 6 7 8 9 10 11 12 13 14	• 0	Did Duans Remington, let any time from the time you met him on April 97th up Ariol you closed on May 12th of 2017, did the ever ask you any questions as it concerned the comporated at all? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Remington asked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Remington at all by e-mail or any other written form? No.
234557890123456	Q 4 Q 4 0 4	was? No. Did prey ever eak at any time what you knew about the operation of the Web Bills Campanound? Not that I know of, no. Did they ever eak you what your assessment of the mancial information was for the Wild Bills Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some perional assessment as to the business opportunity available at the Wild Bill's Campground? How do you mean?	2 3 5 6 7 8 9 10 11 12 13 14 15	• 0 • 0	Did Duans Reministon, let any time from the time you met him on April 97th up Ariol you closed on May 12th of 2017, did the ever sisk you any questions as it concerned the composited at all? No. Can you think of a single question that Duane Remington acked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Remington at all by e-mail or any other written form? No.
2335578901234567	Q 4 Q 4 0 4	was? No. Did prey ever eak at any time what you knew about the operation of the Wild Bill's Campanound? Not that I know of, no. Did they ever eak you what your assessment of the financial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ton-year period, had you ever done anything, Bryan, to make some personal assessment as to the business opportunity available at the Wild Bill's Campground? How do you mean? Well, had you ever set down and looked at it and said if	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	× 0 × 0 ×	Did Duans Remington, let any time from the time you met him on April 97th up Ariol you closed on May 12th of 2017, did the ever ask you any questions as it concerned the comporated at all? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Remington asked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Remington at all by e-mail or any other written form? No.
23455789012345678	Q 4 Q 4 0 4	 was? No. Did they ever sok at any time what you knew about the operation of the Wild Bill's Camparound? Not that I know of, no. cold they ever sok you what your assessment of the financial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some personal assessment as to the business opportunity available at the Wild Bill's Campground? How do you mean? Well, had you ever sot down and looked at it and sold if I owned this, this is what I would do different? Did 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	× 0 × 0 ×	Did Duans Reministon, let any time from the time you met him on April 97th up Ariol you closed on May 12th of 2017, did the ever sisk you any questions as it concerned the composited at all? No. Can you think of a single question that Duane Remington acked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Remington at all by e-mail or any other written form? No.
234557890123456789	A D A O A O A	 was7 No. Did prey ever sak at any time what you knew about the operation of the Web Bills Campanound? Not that I know of, no. Did they ever eak you what your assessment of the numerial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some perional assessment as to the business opportunity available at the Wild Bill's Campground? How do you mean? Well, had you ever sat down and looked at it and said if I owned this, this is what I would do different? Did you ever do that? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q	Did Duissis Reministon, let any time from the time your met him on April 97th up Anol you closed on May 12th of 2017, and the ever ask you any questions as it concerned the composited at all? No. Did you ever provide any information — ever provide information to Mr. Reministon that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Reministon asked you from the time you met him on April 27th up until May 12th, 2017 about the campground? I can't think of anything. Did you communicate with Mr. Reministon at all by e-mail or any other written form? No. Mr. Seardsley asked you some questions today about Seller's Property Disclosure Statement. Do you remember
2335578901	A D A O A O A	 was7 No. Did prey ever sak at any time what you knew about the operation of the Wild Bill's Campanound? Not shat 1 know of, no. Did they ever eak you what your assessment of the manoial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some personal assessment as to the business opportunity available at the Wild Bill's Campground? Now do you mean? Well, had you ever set down and looked at it and said if I owned this, this is what I would do different? Did you ever do that? Yes. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A Q A Q	Did Duans Reministon, let any time from the time your met him on April 97th up Anol you blosed on May 12th of 2017, did the ever ask you any questions as it concerned the comporated at all? No. Can you think of a single question that Duane Remington asked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Remington at all by e-mail or any other written form? No. Mr. Seardsley asked you some questions today about Seller's Property Disclosure Statement. Do you remember these questions?
2335578901234567890	A D A O A O A	 was? No. Did pray ever sok at any time what you knew about the operation of the Wild Bill's Camplianound? Not that I know of, no. cola they ever eak you what your assessment of the financial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some personal assessment as to the business opportunity available at the Wild Bill's Campground? How do you mean? Well, had you ever sat down and looked at it and said if I owned this, this is what I would do different? Did you ever do that? Yes. You did? (Noded.) 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	× 0 × 0 × 0	Did Duans Remington, let any time from the time you met him on April 97th up Andi you closed on May Azth of 2017, did the ever ask you any questions as it concerned the composition actain? No. Did you ever provide any information — ever provide information to Mr. Remington that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Remington asked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Remington at all by e-mail or any other written form? No. Mr. Seardsley asked you some questions today about Seller's Property Disclosure Statement. Do you remember those questions? Yes.
23455789012345678901	A D A D A D A D A D A D A D A D A D A D	 was? No. pid prey ever sek at any time what you knew about the aperation of the Wild Bill's Campanound? Not that I know of, no. cold they ever esk you what your assessment of the manoial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some personal assessment as to the business opportunity available at the Wild Bill's Campground? How do you mean? Well, had you ever set down and looked at it and said if I owned this, this is what I would do different? Did you ever do the? Yes. You dd7 (Nodded.) 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	* 0 * 0 * 0 *	Did Daams Reministrat, let any time from the time your met him on April 97th up Arbit you closed on May 12th of 2017, did the ever ask you any questions as it concerned the composited at all? No. Did you ever provide any information — ever provide information to Mr. Reministra that wesn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Reministra asked you from the time you met him on April 27th up until May 52th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Reministra at all by e-mail or any other written form? No. Mr. Seardsley asked you some questions today about Seller's Property Disclosure Statement. Do you remember those questions? Yes. Yes?
234557890123456789012	O AO AO AO AO AO AO	 was? No. pid pray ever sek at any time what you knew about the operation of the Wild Bills Camplenound? wat shat I know of, no. cola they ever eak you what your assessment of the financial information was for the Wild Bill's Campground? No. Other than having walked through the property any number of times over a ten-year period, had you ever done anything, Bryan, to make some personal assessment as to the business opportunity available at the Wild Bill's Campground? Now do you mean? Well, had you ever set down and looked at it and said if I owned this, this is what I would do different? Did you ever do that? Yes. You dd? (Nodded.) Did you ever give any suppositions to Keth about what he 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22		Did Daans Reministon, let any time from the time you met him on April 97th up Aroli you closed on May 12th of 2017, did th ever ask you any questions as it concerned the composited at all? No. Did you ever provide any information — ever provide information to Mr. Reministon that wasn't truthful and accurate to the best of your knowledge? No. Can you think of a single question that Duane Reministon asked you from the time you met him on April 27th up until May 12th, 2017 about the compground? I can't think of anything. Did you communicate with Mr. Reministon at all by e-mail or any other written form? No. Mr. Seardsley asked you some questions today about Seller's Property Disclosure Statement. Do you remember those questions? Yes. Yes? (Nodded.)

_		and the second se		-	
,	0	135 In certain applications, correct? For instance, if you	1		137 guarters7
2		have a residence that has more than X number of units,	2	A	I'm sorry. No. I spologize. No, there's living
3		you don't have to use one; right?	3		quarters above the store.
4		Correct.	4	Q	Above the store?
5	0	Now on this property, I mean, there were cabins and	5	A	Uh-hah.
		scuff; right?	6	a	Okay. At any time prior to this inigation being
7	A	(Noticied.)	7	12	commenced, 1 think, in January of this year, in the
8	0	But would those, under your understanding of the law,	8		conversations you had with Duane Remington, had he over
9	-	would those have required a property seller's disclosure	9		raised an issue as it concorned the South Dokota
10		statement, those cabins?	10		Department of Transportation right-of-way issue?
11		No.	11	A	I haven't, no.
12	100	And why not, Bryan?	12		MR., NECINEY: Take about five minutes. I think I'm
13		Again, they were overnight rabins and they were income.	13		done with, Bryan, I just want to run through a couple
14	0	Have you ever, in a sale of a campground, ever used a	14		things. Make sure I didn't miss enothing. Can we just
16	0	seller's property disclosure statement before?	15		take about five?
16		I have not.	16		MR, BEARDSLEY: Yesh.
16	10.00	I have all of the other campgrounds you have sold, have	17		(A recess was taken ut this time, 3:05 p.m.
18	w.	they had some sort of a living quarters before?	18		The deposition resumed at 3:17 p.m.)
18		Yes.	19	0	(By Mr. Nooney:) Nr. Evenson, I am showing you what
224	1000	Have you sold any other business, Bryan, over the years	20	27	I've marked as Exhibit 16.
20	u	other than a compground that might have had a living	21		(Exhibit 16 marked for identification.)
21		cuarters attached to K7 Like a motel, for instance?	22	0	And, generally, what are these two pages?
22		경험 가지 않는 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 있다.	23	A	and the second second second second second to the first building the second to
23	A	No. Okay. Mr. Beardsley asked you some questions about, I	24	0	closing.
24	ų	think it was the was it the Horse Thief Campground or	25	0	and the second
25	-	think it was the was a the Perse this campyround of	-	~	1/38
32			a		generated at the tiple of closing by the Reddingtons and
1		Horse Creek Campground? Is that what Nike was talking	2		M/2GRown7
2	33	to you about?	1 5		Yes.
3	•	Yes.	1.	0	Now if all is had been a residential property, now include
4	Q	Was that Horse Creek?	12	~	it have been different?
5	^	Horse Thief.	1.		The purper occupied boxes would have been different
6	a	And that's the one up next to the restaurant or off	1.	^	MR, NOONEY: That's all I have. Thank you
1		- by Sheridan, right?	1.		Me. IVEREON.
8	A	No.			MR. BEARDSLEY: Just a couple questions.
9	0	On, Where is Horse Thief at or Horse Creek at?	1.0	1	IRTHER EXAMINATION BY MIL BEARDSLEY
10		It is on the road to Sylvan Lake.	10		Bryan, you indicated that prior to the transaction with
11	Q	is that a campground similar to Wild Bill's or is it	11	C.	Bryen, you indicated that prior to the ownerchoir with Remingtons you field drawn up a Purchase Agreement four
12	1.2	alssim ker ^y	1020		separate times for the sale of mid bill's; do you
13		It's bigger. It's similar but bigger.	13		
	1.00	the second second and the billing in the second sector and the second second	14		remember that?
22.0	Q	Bigger, okay. And prior to Nike asking you about that	1.1		Was
15		today, had you any familiarity with that sole?	15		Yes,
15 16	A	today, had you any familiarity with that sole? No.	15 16	۵	And can you tell me why these prior negotiations failed?
15 16 17	A	today, had you any familianty with that sole? No. You hadn't seen Mr. Gene Hensley's expert witness report	15 16 17	0 A	And can you tell me why these prior negotiations failed? Price.
15 16 17 18	A	today, had you any familiarity with that sole? No.	15 16 17 18	۵	And can you tell me why these prior negotiations failed? Price. And on each of these were they offered to be sold on a
15 16 17 18	A Q A	today, had you any familiarity with that sole? No. You hadn't seen Mr. Gene Hensicy's expert witness report he had done before? No.	15 16 17 18 19	0 • 0	And can you tell me why these prior negotiations failed? Price. And on each of these were they offered to be sold on a Contract for Deed?
14 15 16 17 18 19 20	A Q A	today, had you any familiarity with that sole? No. You hadn't seen Mr. Gene Hensley's expert witness report he had done before? No. Do you know wether or not there's a separate living	15 16 17 18 19 20	0 4 0 4	And can you tell me why these prior negotiations failed? Price. And on each of these were they offered to be sold on a Contract for Deed? No.
15 16 17 18 19 20 21	A Q A	today, had you any familiarity with that sole? No. You hadn't seen Mr. Gene Hensicy's expert witness report he had done before? No.	15 16 17 18 19 20 21	0 4 0 4	And can you tell me why these prior negotiations failed? Price. And on each of these were they offered to be sold on a Contract for Deed? No. And on each of these four prior occasions were the
15 16 17 18 19 20	A Q A	today, had you any familiarity with that sole? No. You hadn't seen Mr. Gene Hensley's expert witness report he had done before? No. Do you know wether or not there's a separate living	15 16 17 18 19 20 21 22	0 4 0 4 0	And can you tell me why these prior negotiations failed? Price. And on each of these were they offered to be sold on a Contract for Deed? No. And on each of these four prior occasions were the buyers represented by an agent?
15 16 17 18 19 20 21	• 0 • 0	today, had you any familiarity with that sole? No. You hadn't seen Mr. Gene Hensley's expert witness report he had done before? No. Do you know wether or not there's a separate living guarters or separate house on that property?	15 16 17 18 19 20 21	0 4 0 4 0 4	And can you tell me why these prior negotiations failed? Price. And on each of these were they offered to be sold on a Contract for Deed? No. And on each of these four prior occasions were the

24

-	-		1	-	
1	0	139 You answered a bunch of questions from Nr. Nooney about	1	Q	141 Okay, Sir, then in a subsequent meeting with
2	1	conversations with Duane Remington prior to the	2		Mr. Remington when he requested that information, why
3		execution of the Purchase Agreement, and I just want to	3		didn't you provide it at that meeting?
4		confirm that your testimony here today is that he didn't	4	A	He did not ask for it.
5		ever ask you about the fair value of this property?	5	Q	Subsequent to closing, when he had a meeting at your
6	A	Before the execution of the contract?	6		office in June, I believe, he requested the financial
7	0	Yes	7		information; correct?
8		No.	8	A	Yes.
9	0	And you did not tell him that Keith Grimm was making	9	0	And you told him that you didn't have it. You had to
10		between 240 and \$245,000 a year in three end a half	10	1°2	get it from Keith; isn't that right?
11		months?	11	A	No, that was in August.
12	A	이 같은 것은 것은 것은 것은 것을 알고 있다. 이 가지 않는 것은 것은 것을 알고 있다. 것은 가지 않는 것은 것을 알고 있다. 것은 것은 것은 것을 알고 있다. 것은 것은 것은 것은 것을 알고 있다. 것은 것은 것은 것은 것을 알고 있다. 것은 것은 것은 것은 것은 것은 것은 것은 것은 것을 알고 있다. 것은 것은 것은 것은 것은 것을 알고 있다. 것은 것은 것은 것은 것은 것을 알고 있다. 것은 것은 것은 것을 알고 있다. 것은 것은 것은 것을 알고 있다. 것은	12		So you didn't have access to the financial information
13	6		13	22	the entire time?
14	~	test, SD DENR? Do you know what explain that to me,	14	٨	For 2016 I did not, when he asked me for 2016 In Augu
15		will you?	15		And you don't know how many hours Duane and Melody
			16		worked that comparound, do you?
16	A	이번 사람이 많은 것 같은 것이 있는 것이 같은 것이 같이 아니는 것이 아니는 것이 가지 않는 것이 같이 없다.	17		I de not.
17		believe it's once a month. And, air, if Mr. Grimm was altering the water before	18	â	You testified that you made suggestions to Keth on how
18	4	and, air, it Mr. Grimm was altering the water details sending it in for approval, that would be improper,	19	~	to run that business. Approximately when did you do
225		일명 방법적 것 방법에 가격을 위해서 것을 안 가지? 가지, 야간에서 말을 것	20		that?
20		wouldn't it?	21		I don't know.
21		Yes. Were you ever aware that Mr. Grimm was doing that?	22	- 890	Do you have just a guess on a year?
22	0		23		I can't.
23	A	No.	24	251	So you took the time to evaluate the business and carrie
24	9	So when Melody came to your office on May 1st to sign	25	×	up with a couple ideas to help Keith Grimm make it more
25		the documents that we've been going over today, did you	140	-	142
		140 tell her to backdete them?	1		profitable; is that fair?
1		We already had them dated the 27th, yes.	2		Yes.
2	-		3	0	And Grimm didn't rent out the living quarters as a part
3	9	So you backdated them and she signed them?			of his business to make a profit, did he?
2	2	Yes.	1 5		I don't know.
5	Q	Bryan, if a prospective buyer used Gnancial Information	6	- 335	Thet's fair.
6		that is not accurate, whether or not he reviewed that,	7	~	MR. BEARDSIET: Thank you for your time. I don't
7		that's irrelevant, isn't it?	8		have anything further.
8	-10	MR. ERLANDSON: Objection, form,	9		THE WITNESS: Okay.
9		Please rapeat It.	1.1.6		
10	0	(By Mr. Beardsley:) Sure. If a prospective buyer	10		NR. BRANDSON: Mr. Iverson, I'm just going to ask a couple questions here. I want to clear a few things
11		requests financial information through Income and	12		
12		expense reports and those reports are not accurate, it	1.82		ep. AMINATION BY MR. ERLANDSON:
13		would not have any bearing on his decision anyway, would	13	- 33	철말 것 같은 것 같이 있는 것 같은 것 같은 것은 것을 했다.
14		87	14	-	Turn to Exhibit 3.
15		NR. ERLANDSON: Objection, form.	15	2	(Complied.)
16	A	I'm not sure what you want me to answer. I apologize.	16	Q	First of all, connect me if I'm wrong, are there basically in your representation of clients in the real
17	Q.	(By Mr. Beardstry:) The financial information provided	17		
18		by Nr. Grimm, if it was not accurate it would be	18		estate industry they fall into three categories. You
15	16	worthless to anybody, wouldn't it?	19		represent exclusively the buyers, exclusively the
20	*	Yes.	20		solars, or you can enter into a limited or dual apency
21	0	And you testified that at the time the Purchase	21	16	transaction; is that convect?
		Agreement was signed, April 27, 2017, you had access to	22	- 22	Correct
		all of these financial documents; do you remember that	23	Q	And Exhibit 3, what's that exhibit titled?
22 23					
		testimony?	24	A	Buyer Agency Agreement. Oksy. And does this apply exclusively to one of those

-	_	143	1		145
•		three types of bransactions or representations?	1		Agency Agreement Addendum, is that correct?
2	A	Yes.	2		Yes.
3	0	Which eae7	3	Q	And the first one looks as if it applies where the
4	Ā	The dual limited I'm sorry. This right here?	4		broker represents either the seller and or landlord
5	a	Yes, Exhibit 3.	5		or the buver/tenant?
6		This is more of a Buyer Agency Agreement that would be	6	A	Correct.
7		for if I was showing someone multiple properties. An	7	0	And the second section: If the broker appoints an
8		exclusive agreement to represent buyers.	6	20070	associate licensee to represent the seller/landlord or
9	0	Okay. This is where you only represent the buyers; is	9		buyer/benant; is that correct?
10	~	that correct?	10	Δ	Correct.
11		Correct.	11	100	Then the third category: If the buyer/tenant is
12	- 55	And under Number & It indicates the terms of this	12	<u> </u>	represented by a broker wants to sell or see a property
13	4	agreement, in any event; carrect?	13		of a seller/landlord being represented by the same
14		Correct.	14		broker, correct?
82	- 32.	And when would it have expired?	15		Correct,
15	0		16	1.2.5.1	So is Section 3 applicable to due! or limited agency?
16	A	CORE IN THE AREA AND AND AND AND AN COMPANY AND A DECIMAL OF THE SECOND AND AND AND AND AND AND AND AND AND A	17	A	
17	u	Or the completion let's see, where are you at here	18	10	And what about Section 17. Would that apply in this
18		or the completion of the acquisition of the property;	19		instance?
19		correct?	20		If I was the sole representative of the buyer or sells
20	^	Correct.	21	22.55	That wasn't the case, though, in this particular
21	9	When was that?	1200	*	instance?
22	^	May 12th.	22		Sec.
23	Q	OF 20177	23	A	
24	•	Yes,	24		MR. ERLANDSON: 1 don't have anything further.
25	Q	And was this transaction with the campground we've been	25		Thank you. Do you have anything?
		144			146
1		telking about, was that a limited or dual agency	1		MR. BEARDSLEY: I don't.
2		transaction?	2		MR, ERLANDSON: He'll read and sign-
3	A	Yes.	3		(The deposition concluded at 3:32 p.m.)
4	Q	Do you know if the living scarlets shat were described	4		
5		with the camppround, were they ever used as a family	5		
*	-	stwelling?	6		
8	A	No.	7		
8	9	Are you swath that they were or hot?			
9	A	They were not.	9		
10	Q	How many living cables are located on that property?	10		
11	A	At the time of the sale there was seven.	11		
12		Okay. There was also was it a duplex?	12		
13	1000	Yes. That's two of the seven.	13		
14	۵	Okay. Do you know If any of those cabins were ever used	14		
15		as family dwellings or a residence?	15		
16	1.13	No, they were not.	16		
17	Q	Take a look at Exhibit 2. Mr. Beardsley talked to you	17		
1B		about that for some time.	18		
19	A	(Complied.)	19		
20	0	And this is a form that's basically drafted by the South	20		
21		Dakota Board of Realtors that is used and adopted by the	21		
22		Black Hills Board of Realtors and all the agents that	22		
		fail undements that group; is that fair?	23		
23			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
23 24	A	Yee.	24		

APP. 169

DEPONENT'S SIGNATURE PAGE 3 I, Bryen Iverson, the undersigned deponent, 4 have thisday of, 2018 read the 5 foregoing pages 1 through 146, inclusive, have made the 6 following change(s) (if any) to said testimony, have state 7 my reason(s) for each change or correction, and have signed below. 9 Bryan Iverson 10 Changes/Correct/ons 11 Page Line Destred change and reason therefor: 12 Page Line Destred change and reason therefor: 13	d
3 I, Bryan Iversen, the undersigned deponent, 4 have thisday of2018 read the 5 foregoing pages 1 through 146, inclusive, have made the 6 tollowing change(s) (if any) to seld testimony, have state 7 my reason(s) for each change or correction, and have signed below. 9 Bryan Iverson 10 Changes/Corrections 11 Bryan Iverson 12 Page Line Desired change and reason therefor: 13	d
4 have this day of, 2018 read the 5 foregoing pages 1 through 146, inclusive, have made the 6 following change(s) (if any) to said testimony, have state 7 my reason(s) for each change or correction, and have signed 8 below. 9 Bryan liverson 10 Changes/Corrections 11 Eage Line Desired change and reason therefor: 12 Eage Line Desired change and reason therefor: 13	d
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11 Page Line Desired change and reason therefor: 13	
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 (Use a separate sheet similarly designated for additional changes, with signature of deponent on each sheet.) STATE OF SOUTH DAKOTA STATE OF SOUTH DAKOTA STATE OF SOUTH DAKOTA COUNTY OF PENNINGTON I, JEANNE S. QUINN, Court Reporter and Notary Public, South Dakota, duly commissioned to administer of certify that I placed the witness under oath before the witness testified; that the foregoing testimony of said witness was taken by me in shorthand, and that the sam been reduced to typewritten form under my supervision; the foregoing transcript is a true and correct transcript of the questions asked, of the testimony given, and of the 	
 5 (Use a separate sheet similarly designated for additional changes, with signature of deponent on each sheet.) 1 STATE OF SOUTH DAKOTA [2) SS. CERTIFICATE 3 COUNTY OF PENNINGTON] 4 I, JEANNE S. QUINN, Court Reporter and Notary 6 Public, South Dakota, duly commissioned to administer of certify that I placed the witness under oath before the 8 witness testified; that the foregoing testimony of said 9 witness was taken by me in shorthand, and that the sam 9 been reduced to typewritten form under my supervision; 1 the foregoing transcript is a true and correct transcript of the questions asked, of the testimony given, and of the 	
changes, with signature of deponent on each sheet.) 148 1 STATE OF SOUTH DAKOTA] 148 2) SS. CERTIFICATE 3 COUNTY OF PENNINGTON] 1 4 I. JEANNE S. QUINN, Court Reporter and Notary 1 5 I. JEANNE S. QUINN, Court Reporter and Notary 1 6 I. JEANNE S. QUINN, Court Reporter and Notary 1 7 retify that I placed the witness under oath before the 1 8 witness testified; that the foregoing testimony of said 1 9 witness was taken by me in shorthand, and that the sam 1 10 been reduced to typewritten form under my supervision; 1 11 the foregoing transcript is a true and correct transcript of 2 12 the questions asked, of the testimony given, and of the 1	
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I further certify that I am not related to,	
5 employed by, or in any way associated with any of the	
8 parties to this action, or their counsel, and have no	
7 Interest in its event.	
8 Witness my hand and seal at Rapid City, South 2019	
9 Dakota, this 30th day of August 2018.	
20	
JEANNE 5. QUINN	
2 Ny Commission Expires: 08/24/24	
3	
24	
25	

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IN THE SUPREME COURT OF THE STATE OF SOUTH DAKOTA

Appeal No. 30480

DUANE REMINGTON AND MELODY REMINGTON

Plaintiffs/Appellants

VS.

WILD BILL'S CAMPGROUND AND RESORT, LLC.; KEITH GRIMM, AND BRYAN IVERSON

Defendants/Appellees.

APPEAL FROM THE CIRCUIT COURT SEVENTH JUDICIAL CIRCUIT PENNINGTON COUNTY, SOUTH DAKOTA

THE HONORABLE JEFFREY CONNOLLY Circuit Court Judge

APPELLANTS' REPLY BRIEF

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Black's Law Dictionary, 231 (8th ed 2004)	7
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I. DISCUSSION a. Notice of Review

Appellee filed an untimely Notice of Review, which prompted this Court to issue an Order to Show Cause. Subsequently, the parties filed a stipulation, with supporting affidavit, agreeing that good cause exists to authorize the filing of Appellee's notice of review outside the time limits provided by SDCL 15-26A-22. In response, this Court filed an Order on January 23, 2024, indicating that it will consider the impact of the untimeliness of the notice of review along with the other issues raised by both parties in the appeal. The Order also indicated it will reconsider its determination in *Lake Hendricks Improvement Ass'n v. Brookings Cnty. Plan, & Zoning Comm'n,* 2016 SD 17, 877 N.W.2d 99, upon Appellee briefing the additional issue concerning the impact of the untimeliness of the notice of review in their brief and also allowed Appellants to brief this issue in their reply.

Appellee filed his brief on February 15, 2024, and failed to include any arguments concerning the issues raised in the Notice of Review or the prior holding of the *Lake Hendricks* case. Therefore, this issue has been waived and does not warrant any response from Appellants.

b. The Circuit Court's Order Granting Summary Judgment in favor of Bryan Iverson should be reversed.

It is important to note that "[s]ummary judgment is not a substitute for trial; a belief that the non-moving party will not prevail at trial is not an appropriate basis for grating the motion on issues not shown to be a sham, frivolous or unsubstantiated; summary judgment is an extreme remedy and should be awarded only when the truth is clear." St. Onge Livestock Co., Ltd. v. Curtis, 2002 S.D. 102, ¶25, 650 N.W.2d 537, 544 (quoting Tibke v. McDougall, 479 N.W.2d 898, 904 (S.D. 1992)). As such, this Court should "make all reasonable inferences drawn from the facts in the light most favorable to the non-moving party." Garrido v. Team Auto Sales, Inc., 2018 S.D. 41, ¶15, 913 N.W.2d 95, 100 (emphasis added) (quoting McKie Ford Lincoln, Inc., v. Hanna, 2018 S.D. 14, ¶8, 907 N.W.2d 795, 798).

The non-moving party is not required to produce evidence of personal knowledge regarding the alleged tortious actions. Because a court needs to draw all reasonable inferences from the facts presented by the non-moving party, circumstantial evidence may be used to establish such reasonable inference. Once a court makes the determination of reasonableness, it may not choose among competing inferences, regardless of whether one is more plausible than the others. *See American Tel. & Tel. Co.* v. *Delta Commc 'sn Corp.*, 590 F.2d 100, 102 (5th Cir. 1979); *see also* Daniel P. Collins, *Summary Judgment and Circumstantial Evidence*, 40 Stan. L. Rev. 491, 494 (1988). In this regard, this Court has allowed circumstantial evidence presented by the non-moving party to defeat a motion for summary judgment. *See Garrido*, 2018 S.D. 41, 913 N.W.2d 95.

c. The property included a residence and therefore a property disclosure statement was required.

The crux of this appeal centers around whether South Dakota statutes require a property disclosure statement when the transaction involves residential property. There is no dispute that the listing in question included living quarters. There is no dispute that

Appellee Iverson failed to advise either the seller or buyer that a disclosure statement was required pursuant to SDCL § 43-4-38.

Iverson argues that he is not liable for any failure to disclose defects with the property because he was not the seller. (Appellee's Brief'p. 20). However, Iverson completely ignores the requirements of real estate agents as set forth in *Saiz v. Horn*, 2003 SD 94, 668 N.W.2d 332. This Court in *Saiz* unequivocally addressed whether a real estate agent is required to inform a buyer of a seller's requirement to provide a disclosure statement. 2003 SD 94, 668 N.W.2d 332 at ¶ 11. The court held that a real estate agent owes a fiduciary duty to their clients, which obligate them to advise their clients of the rules and procedures involved in a real estate transaction. The court stated:

Not unlike the requirement of other professionals to inform their clients, real estate agents are expected to advise their principals on the rules and procedures involved in a real estate transaction. Why have realty agents for buyers, if agents, supposedly knowledgeable in real estate transactions, have no obligation to tell clients that sellers are required by law to give a disclosure statement? Such disclosure is legally mandated for the protection of buyers. It can reveal matters that may materially influence a decision whether to purchase a home.

Id. at ¶12. If Iverson would have followed the law and advised the seller to furnish a disclosure statement, the numerous defects with the property would have been disclosed, which would have materially influenced Appellants' decision to purchase the property.

Next, Appellee argues that the disclosure requirements set forth by SDCL § 43-4-38 do not apply because "[t]he 'living quarters' at the Business were never represented to be suitable as a 'family dwelling unit.'" (See Appellee's Brief p. 21.) First, the listing created by Iverson itself represented the living quarters was suitable to live in and was in fact lived by numerous people at different times.

Iverson testified that he was aware of this critical fact prior to the sale:

- Q: And, Bryan, this looks like a description of the living quarters; correct?
- A: Yes.
- Q: And there's a kitchen?
- A: Yes.
- Q: And the picture indicates there's a dishwasher, a kitchen sink, a refrigerator, and a stove in this particular photo; is that accurate?
- A: That's a refrigerator there. This is a different room. (Indicating.)
- Q: Oh, I -- yeah, I'm talking about the photo above the title "kitchen in living quarters". Do you see that photo?
- A: Yep.
- Q: And that includes a stove, freezer/refrigerator, dishwasher, and a kitchen sink and cabinets –
- A: Yes.
- Q: -- in that photo?
- A: Yes.
- Q: And that's located in the main building on the property?
- A: Yes.

(APP.054-APP.055.) Further, it was known by all parties involved that the living quarters had been occupied prior to the sale by the seller and the previous owner. (APP.054; APP.109.) Black's Law Dictionary defines "dwell" as "to reside in a place permanently or for some period." Black's Law Dictionary, 231 (8th ed 2004). "Dwelling house" is defined as "the house or other structure in which a person lives; a residence or abode." (<u>Id.</u>) There is no question that the "living

quarters" was a "family dwelling unit" and advertised as such. The Circuit Court erred in holding that a disclosure statement was not required.

Iverson's attempt to distinguish the Nebraska case of *Miller v. Harrington* also must fail. In *Miller v. Harrington*, Plaintiffs purchased a tavern business and building. 618 N.W.2d 460, 472 (Neb. 2000). The building was located in a business district and zoned primarily for commercial use. *Id.* The building also had an apartment on the second floor. *Id.* The purchasers discovered defects with the building and brought suit against the seller and real estate agent alleging, in part, that the defendants failed to provide a disclosure statement. Similar to the case at bar, Defendants argued that the primary purpose of the purchase was commercial, and therefore a disclosure statement was not required. The court disregarded that argument and held:

In this case, § 76–2,120 contains no ambiguity in its terms. Under its plain language, the sale of any property consisting of at least one dwelling unit, but not more than four units, will trigger the disclosure requirements. *The statute makes no mention of the buyer's primary purpose for the purchase*. The Millers contracted to purchase property with both commercial and residential components. The first floor was a tavern known as C.J.'s Saloon and constituted the Millers' primary purpose for purchasing the property. The Harringtons, however, also informed the Millers at the time of the inspection that the second floor was occupied by a tenant who paid rent. The tenant continued to live there and pay rent to the Millers for 4 to 5 months after closing. Because the property contained at least one dwelling unit, a disclosure statement was required under § 76–2,120(2).

Id. at 475. (Emphasis added).

Iverson claims that the South Dakota and Nebraska definitions of residential property are "vastly" different and therefore the case is distinguishable (Appellee Brief p. 21). A simple reading of the two statutes indicates otherwise. Nebraska defines residential property as "real property which is being used primarily for residential purposes on which no fewer than one or more than four dwelling units are located." Neb.Rev.Stat. § 76-2,120(1)(c). South Dakota defines residential property as "all residential real property consisting of not more than four family dwelling units, all of which are contained in one structure[.]" SDCL 43-4-37.

Iverson has an issue with the phrase "primarily for residential purposes" and argues that the Nebraska statute requires disclosure statements in a mixed-use transaction when the primary purpose is residential (*Id.* at 21). This argument flies in the face of the facts of *Miller*. Namely, the primary purpose of the transaction was for the sale of a tavern, which is not residential, and the building was located in a business district and zoned for commercial use. *Miller*, 618 N.W.2d 460, 472 (Neb. 2000). More importantly, as the court in *Miller* clearly pointed out, the primary purpose of the transaction is irrelevant because "the statute makes no mention of the buyer's primary purchase for the purchase." *Id.* at 475. Similarly, the South Dakota statute makes no mention of the primary purpose of the purchase. The Nebraska Supreme Court held that because the property contained one dwelling unit, a property disclosure statement was required. *Id.* Because the sale between Grim and Remington contained one dwelling unit, this Court should hold that a property disclosure statement was required.

Iverson further argues that the living quarters was merely incidental to the operation of the business and therefore a disclosure statement was not required. Again, our statutory scheme does not provide for any exception regarding whether or not a residence is incidental to any business activity. Further, there is no evidence in the record that the residence in question was incidental to the business. However, the evidentiary record does contain testimony that the seller

and his family had lived there and the prior owner of the campground used the

living quarters as his residence:

Q: Okay. I'm sorry. Anyone else besides Anthony Smith, Brandon Pressley that had lived in the living quarters during that time period from when you purchased it to when you sold it?

A: My family, my daughter.

Q: Before you purchased it, was there always a living quarters?

A: The previous owners lived there. I mean, they lived there.

(APP.027.) The seller and previous owner "lived there." The property was

unquestionably used as a primary residence.

Appellees attempts to distinguish the *Miller* case should fail and this Court should adopt the Nebraska Supreme Court's interpretation and rationale behind its holding requiring a disclosure statement when a residence is involved in a real estate transaction.

d. The "as is" clause does not waive the right to a disclose statement.

Anticipating this very argument, Appellants covered the issue in their initial brief. Iverson's attempt to distinguish the Oxton case must fail. In Oxton v. Rudland, 2017 S.D. 35, 897 N.W.2d 356, the issue was whether an "as is" clause in a contract for deed waived the property disclosure statement. This Court relied on long standing precedent and held "[b]ecause no clear, unequivocal, or decisive act or acts exist on this record, we reverse the circuit court's summary disposition of the Oxton's claim that the Rudlands violated SDCL 43-4-38." *Id. at* ¶ 22 (*citing Norwest Bank South Dakota, N.A. v. Venners*, 440 N.W.2d 774, 775 (SD 1989) (to support the defense of waiver, there must be a showing of a clear, unequivocal and decisive act or acts showing an intention to relinquish the existing right.)). This Court clarified that *Lucero v. Van Wie*, 1999 SD 109, N.W. 2d 893, does not hold that the use of "as is" language or general disclaimers against warranties or representations constitute waiver of the disclosure requirements under SDCL 43-4-38 as a matter of law, but must be determined by the facts of each case. *Id.* at ¶ 21.

The facts of the case at bar do not include a clear, unequivocal and decisive act or acts showing an intention to waive the disclosure requirements. The facts of the case at bar demonstrate dual representation by a real estate agent who misinformed both parties regarding the requirements of a disclosure statement. The facts also demonstrate fraudulent misrepresentations that induced the Remingtons into purchasing the property. "A provision in a contract that the buyer takes the property "as is" does not confer upon the seller a general a general immunity from liability for fraud." *Id.* at ¶ 18 (citations omitted). This principal applies to fraudulent actions by the seller's agent as well. More importantly, "reliance in a fraudulent inducement case is a question of fact," which precludes summary judgment. *Id.* Further, it is for a jury to determine if Iverson had knowledge of material facts and withheld them.

e. Whether Iverson had knowledge of material defects presents questions of fact rendering Summary Judgment inappropriate.

Iverson would like this Court to believe that he was hired to sell this property in July of 2016. (See Appellee's Brief p. 8). This assertion is contrary to his very own testimony. Iverson testified that the property had been listed through him for nearly ten years. (APP.046.) During this time period the property was placed on the market each year during the "camping" offseason. (APP.047.)

Importantly, Iverson testified that he had shown the property roughly 30 times:

- Q: Prior to the sale of the property in May of '17, given the fact that it was listed by you for the prior 10 years, how many times would you say you've walked through the property?
- A: I do not know.
- Q: 50?
- A: I don't know.
- Q: Well, I mean, you show the property five times for 10 years, and it's on and off the market each year. Is 50 a fair estimate of how many times you've walked that property?
- A: I just couldn't tell you.
- Q: More than 30?
- A: I'll go with 30.

(APP.048.) The reason Iverson would like to avoid this important fact is because it provides evidence of his intimate knowledge of the property. This is just one of many facts that should be heard by a jury to determine if Iverson withheld material facts from the buyer and whether he did so fraudulently.

In Saiz, the issue was whether a real estate agent is required to inform a buyer of a seller's requirement to provide a disclosure statement. 2003 SD 94, 668 N.W.2d 332 at ¶ 11. The court held that a real estate agent owes a fiduciary duty to their clients, which obligate them to advise their clients of the rules and procedures involved in a real estate transaction. Further, real estate agents "owe their principals ... a duty to use reasonable efforts to fully, fairly and timely disclose information to their principals within their

knowledge, which is or may be material to the subject matter of their agency. Material information depends on the facts and circumstances of each case." *Id.* at ¶13.

The non-moving party is not required to produce evidence of personal knowledge regarding the alleged tortious actions. Because a court needs to draw all reasonable inferences from the facts presented by the non-moving party, circumstantial evidence may be used to establish such reasonable inference. Once a court makes the determination of reasonableness, it may not choose among competing inferences, regardless of whether one is more plausible than the others. *See American Tel. & Tel. Co. v. Delta Commc 'sn Corp.*, 590 F.2d 100, 102 (5th Cir. 1979); *see also* Daniel P. Collins, *Summary Judgment and Circumstantial Evidence*, 40 Stan. L. Rev. 491, 494 (1988). In this regard, the South Dakota Supreme Court has allowed circumstantial evidence presented by the non-moving party to defeat a motion for summary judgment. *See Garrido*, 2018 S.D. 41, 913 N.W.2d 95.

In *Garrido*, the plaintiffs purchased a car from Team Auto Sales, Inc., for \$1,500. *Id.* at ¶ 3-4. Plaintiffs noticed the car smelled like gasoline when running and had to be jump started before the test drive; however, they purchased the vehicle "as is." *Id.* After purchasing the car and after an incident that caused plaintiffs to be admitted to the hospital as a result of carbon monoxide poisoning, plaintiffs filed a complaint against Team Auto Sales, Inc. seeking damages as a result of the poisoning from the muffler on the car. *Id.* at ¶ 7-10. Team Auto Sales moved for summary judgement because the evidence could not establish causation, and the circuit court granted their motion. *Id.* at ¶ 10, 14. On appeal, the South Dakota Supreme Court reasoned:

[A]n exact measure of the carbon monoxide levels in the vehicle at the time of the exposure are not essential to create a jury question. The medical evidence that Appellants were suffering from carbon monoxide exposure, the condition of the vehicle exhaust system, and the timing and circumstances of Appellants' reporting to the hospital with these injuries allow a fact finder to conclude that the defective exhaust system was probably the instrument that caused the exposure. In a context such as this, TAS has not presented any case suggesting that causation can only be established by presenting expert testimony that the levels of carbon monoxide in the passenger compartment were toxic while Appellants were sitting in the vehicle.

Id. at ¶ 24. Thus, the Court reversed the grant of summary judgment based on circumstantial evidence showing causation. See Id. at ¶ 27.

Therefore, it is not required that Plaintiffs have personal knowledge that Iverson was aware of material defects. There is no "smoking gun" evidentiary requirement to defeat a motion for summary judgment. Plaintiffs have demonstrated sufficient evidence that could lead a jury to find that Iverson had knowledge of material facts and failed to disclose them to Plaintiffs in violation of South Dakota law.

II. CONCLUSION

If Appellee would have followed the law and advised his clients that a property disclosure statement was required, presumably, the Seller would have disclosed all of the defects with the property and Appellant could have made an informed decision on whether or not to proceed with the transaction. It is undisputed that Appellee failed to property advise his clients in breach of his fiduciary duty. Dated this 18th day of March, 2024.

BEARDSLEY, JENSEN & LEE, PROF. L.L.C.

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CERTIFICATE OF COMPLIANCE

Pursuant to S.D.C.L. § 15-26A-66(b)(4), I certify that Appellants' Rely Brief complies with the type volume limitations provided for in the South Dakota Codified Laws. This Reply Brief contains 3,761 words and 23,247 characters. I have relied on the word and character count of Word processing system used to prepare this Reply Brief. The original Appellants' Reply Brief and all copies are in compliance with this rule.

Dated this 18th day of March, 2024.

BEARDSLEY, JENSEN & LEE, PROF. L.L.C.

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of March, 2024, I electronically filed the foregoing Appellants' Reply Brief and sent one copy, upon acceptance of the Court, via U.S. Mail, first-class postage prepaid to:

John Nooney Robert Galbraith Nooney & Solay 632 Main Street Rapid City, SD 57709

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I further certify that on the 18th day of March, 2024, I electronically filed the foregoing Appellants' Reply Brief and sent the original of it, upon acceptance of the Court, via U.S. Mail, first-class prepaid to:

Shirley A. Jameson-Fergel, Clerk South Dakota Supreme Court 500 East Capitol Avenue Pierre, SD 57501-5070

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