

RESOLUTION NO. 2012-09

A Resolution of North Kootenai Water District, Kootenai County, Idaho, authorizing the disposition and/or sale of the District real and personal property; authorizing the Chair and Vice Chair of the Board of Directors of the District as authorized signatories to execute any documentation related to the sale of such real property; and providing for other matters properly relating thereto.

NORTH KOOTENAI WATER DISTRICT  
Kootenai County, Idaho

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH KOOTENAI WATER DISTRICT, Kootenai County, Idaho, as follows:

WHEREAS, North Kootenai Water District (the "District") is a water district under and by virtue of the constitution and laws of the state of Idaho and is governed by an elected Board of Directors ("Board"); and

WHEREAS, pursuant to Idaho Code §42-3212(f), the Board is vested with authority to dispose of real and personal property, which includes the sale of such property; and

WHEREAS, the Board has authorized the District Manager to negotiate the sale of certain real and personal property, specifically the District real property and business office trailer located at 1841 W. Hayden Ave., Hayden, Idaho; and

WHEREAS, the Board desires to approve the sale of such real and personal property based on the terms and conditions set forth in the documents attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Board hereby authorizes either the Chair of the Board or the Vice Chair of the Board of the District to sign any documentation necessary to consummate the sale of such real and personal property; and

NOW, THEREFORE, IT IS HEREBY FURTHER RESOLVED as follows:

Section 1: INCORPORATION OF RECITALS

The Board hereby incorporates the recitals set forth herein as a part of this resolution.

Section 2: APPROVAL OF SALE OF REAL PROPERTY

The Board hereby approves the sale of real and personal property located at 1841 W. Hayden Ave., Hayden, Idaho, in accordance with the terms and conditions set forth in the documents attached hereto as Exhibit "A."

Section 3: AUTHORIZED SIGNATORIES

The Board hereby approves Tom Crimmins, Chair of the Board of the District and/or Shirley Stoller, Vice Chair of the Board of the District, to serve as the authorized signatories of the District authorized to sign any documentation necessary to consummate the sale of real and personal property approved in Section 2 of this Resolution.

Section 4: RATIFICATION

The Board hereby ratifies all acts taken by members of the Board and/or agents on behalf of the Board or District relative to the sale of real and personal property.

Section 5: SEVERABILITY

If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of each section, paragraph, clause, or provision shall in no manner affect any remaining provision of this Resolution.

Section 6: EFFECTIVE DATE OF RESOLUTION

This Resolution shall take effect and be in force and effect from and after its passage and approval.

PASSED at a regular meeting of the Board of Directors of the North Kootenai Water District, held on the 5<sup>th</sup> day of April, 2012, upon which a roll call vote was duly taken and duly enacted.

NORTH KOOTENAI WATER DISTRICT

  
Chairman, Tom Crimmins

ATTEST:

  
Secretary, Alanna Brooks



\*\*\*\*\*

I, the undersigned, Secretary of the North Kootenai Water District, Kootenai County, Idaho hereby certify that the foregoing Resolution is a full, true, and correct copy of a Resolution duly adopted at a regular meeting of the Board of Directors, duly and regularly held at a regular meeting place thereof on April 5, 2012, of which meeting all members of said Board had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Boardmembers: 5

NAYS, Boardmembers: 0

ABSENT, Boardmembers: 6

ABSTAIN, Boardmembers: 0

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true, and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Board on April 5, 2012.



NORTH KOOTENAI WATER DISTRICT

*Alanna Brooks*  
Secretary

EXHIBIT "A"

1 ID# \_\_\_\_\_ DATE FEB 28, 2012

2

3 LISTING AGENCY \_\_\_\_\_ Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

4 Listing Agent \_\_\_\_\_ E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_

5 SELLING AGENCY \_\_\_\_\_ Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

6 Selling Agent \_\_\_\_\_ E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_

7

8 1. BUYER: CAR PRAVELL LLC

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

10 "PROPERTY" COMMONLY KNOWN AS 1841 W. HAYDEN AVE

11 HAYDEN City KOOTENAI County, ID, Zip 83835, legally described as: HAYDEN LAKE TR

12 TR E 100' S 403 TR 181 15 51N 04W

13 OR Legal Description Attached as addendum # \_\_\_\_\_ (Addendum must accompany original offer.)

14

15 2. \$ 305,000 PURCHASE PRICE: THREE HUNDRED FIVE THOUSAND DOLLARS,

16 payable upon the following TERMS AND CONDITIONS (not including closing costs):

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

18

19 (A) \$ 5,000 EARNEST MONEY: BUYER hereby deposits FIVE THOUSAND

20 DOLLARS as Earnest Money evidenced by:  cash  personal check  cashier's check  note (due date) ON CLOSING

21  other \_\_\_\_\_ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account

22  upon receipt, or  upon acceptance by BUYER and SELLER and shall be held by:  Listing Broker  Selling Broker

23  other \_\_\_\_\_ for the benefit of the parties hereto.

24 THE RESPONSIBLE BROKER SHALL BE: \_\_\_\_\_

25

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

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

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

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

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

31

32 (C) \$ 0 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

33  FIRST LOAN of \$ \_\_\_\_\_ not including mortgage insurance, through  CONVENTIONAL,  INFA,  RURAL

34 DEVELOPMENT,  OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_ % for a period of \_\_\_\_\_

35 year(s) at:  Fixed Rate  Other \_\_\_\_\_ In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated

36 financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than \_\_\_\_\_ point(s) plus origination fee if any.

37 SELLER shall pay no more than \_\_\_\_\_ point(s). Any reduction in points shall first accrue to the benefit of the  BUYER  SELLER  Divided Equally

38  N/A.

39

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

41  Other \_\_\_\_\_ BUYER shall pay no more than \_\_\_\_\_ point(s) plus origination fee if any. SELLER shall pay no more than

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

43

44

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

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

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

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

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

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

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

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

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

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

55 Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

56

57 (D) \$ 0 FINANCING:

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

59  Additional financial terms are contained in a financing addendum of same date, attached hereto, signed by both parties.

60

61 (E) \$ 305,000 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING: (Not including closing costs) Cash at closing to be paid by

62 BUYER at closing in GOOD FUNDS. Includes: cash, electronic transfer funds, certified check or cashier's check.

63

64 4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which

65 must be satisfied prior to closing \_\_\_\_\_

66 \_\_\_\_\_

67 \_\_\_\_\_

BUYER'S Initials ( X S ) Date 2/28/12 SELLER'S Initials ( PC X ) Date 2-1-12

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

JULY 2011 EDITION RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT Page 1 of 8

EXHIBIT A

PROPERTY ADDRESS: 1241 W. HANDEL AVE

ID#:

5. SECTION 1031 TAX DEFERRED EXCHANGE: By checking either or both of the boxes that follow, it is hereby acknowledged by the parties that the [ ] Buyer, [ ] Seller intends to use the purchase and sale of the PROPERTY as an integral part of a tax deferred like-kind exchange as allowed under Section 1031 of the Internal Revenue Code (the "Exchange"). For purposes of this paragraph, the party participating in the Exchange shall be identified as the "Exchanger." If either box above is checked, then the parties recognize that a material part of the Exchanger's consideration for entering into the agreement for the purchase and sale of the PROPERTY is the successful completion of the exchange. The parties agree to assist each other in the completion of such exchange by cooperating with each other by signing any and all relevant documents provided that the party not doing the Exchange shall not incur any liabilities, costs, fees, or taxes in excess of those which that party would have incurred had this transaction not been an Exchange.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennas, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

shop air compressor

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by [X] warranty deed [ ] special warranty deed or [ ] dead, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

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

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

(B) TITLE COMPANY: The parties agree that Kootenai County Title Company located at 452 N.W. Blvd, Suite 200, Coeur d'Alene, ID shall provide the title policy and preliminary report of commitment.

(C) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires this coverage other than that required by this paragraph, BUYER shall instruct closing agency in writing and pay any increase in cost unless otherwise provided herein.

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

9. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

10. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY, as set forth in Section 14, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 14) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

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

BUYER'S initials ( ) Date 2/20/12

SELLER'S initials (JMC) Date 3-1-12

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

PROPERTY ADDRESS: 1241 W. HAYDEN AVE

ID#:

12. MINERAL RIGHTS: Any and all mineral rights appurtenant to the property are included in and are part of the sale of this property unless otherwise agreed to by the parties in writing.

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

14. INSPECTION/DUE DILIGENCE:

(A) BUYER shall have the right to conduct due diligence inspections, investigations, tests, surveys and other studies at BUYER'S expense unless otherwise indicated below or agreed upon in writing by the parties. BUYER chooses  to have inspection(s),  not to have inspection(s). If BUYER chooses not to have inspection, skip the remainder of this Section 14. BUYER shall, within 45 business days (thirty (30) if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. The closing of this transaction is conditioned upon BUYER'S satisfaction or waiver of the following contingencies:

Table with 8 columns: INSPECTION ITEM, COSTS PAID BY, BUYER, SELLER, SHARED EQUALLY, INSPECTION ITEM, COSTS PAID BY, BUYER, SELLER, SHARED EQUALLY, N/A. Rows include Environmental Inspection (Phase I, II, III), Survey, Water Rights, Flood Zone Hazard, Soil(s) and Percolation Test(s), Hazardous Waste report(s), Other substances hazardous to human health, Review of seller's relevant business documents, Utilities and Zoning Studies, Past/Present Structural Inspection(s), Compliance with American With Disabilities Act, Well/Septic.

The following documents and materials shall be provided by the SELLER to the BUYER as part of the BUYER'S inspection/due diligence:

(B). SATISFACTION/REMOVAL OF INSPECTION DUE DILIGENCE CONTINGENCIES:

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

2) If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business days (five (5) if left blank) in which to respond in writing. SELLER, at their option, may correct the items as specified by BUYER'S in their letter or may elect not to do so. If SELLER agrees to correct the items asked for in BUYER'S letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

3) If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days (five (5) if left blank) that they will not continue with the transaction and demand the return of their Earnest Money.

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

15. RESIDENTIAL PROPERTY CONDITION DISCLOSURE: Idaho Code § 55-2601 et seq. requires that any person intending to transfer residential real property deliver to the transferee or his agent, within ten (10) calendar days of the acceptance of an offer to purchase, a SELLER PROPERTY CONDITION DISCLOSURE FORM. "Residential real property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. The property  is  is not subject to the Property Condition Disclosure Act.

16. CONDITION OF PROPERTY AT CLOSING: Upon expiration of the Inspection/Due Diligence period and thereafter, BUYER agrees to purchase the PROPERTY in as-is condition, where is, with all faults and with no further repairs required unless otherwise agreed upon by the parties in writing. BUYER will assume all obligations with respect to the PROPERTY. SELLER shall maintain the PROPERTY until the closing in its present condition, ordinary wear and tear excepted.

BUYER'S Initials ( X S ) Date 7/20/12

SELLER'S Initials (The X ) Date 7/20/12

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



PROPERTY ADDRESS:

1841 W. HANCOCK AVE

ID#:

17. LEAD-BASED PAINT DISCLOSURE: Properties that meet the criteria of "target housing" require certain disclosures regarding lead-based paint hazards. The term lead-based paint hazard is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. Pursuant to 42 USCA § 4851 et seq., "target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. A "residential dwelling" means a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one (1) separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one (1) or more persons. "Residential real property" means real property on which there is situated one (1) or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one (1) or more persons.

The subject property  is  is not defined as "target housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home," (b) receipt of the Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYER's right to have the property tested for lead-based paint hazards to be completed no later than \_\_\_\_\_ or the contingency will terminate, (d) that BUYER hereby  waives  does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the property, BUYER has the right to cancel the contract subject to the option of SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is cancelled under this clause, BUYER's earnest money deposit will be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

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

19. ADDITIONAL COSTS: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an imposition or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances:

COSTS	COSTS				COSTS	COSTS			
	BUYER	SELLER	SHARED EQUALLY	N/A		BUYER	SELLER	SHARED EQUALLY	N/A
Appraisal fee					Flood certification / tracking fee				
Long term Escrow fees					Title Ins. Standard Coverage owners policy				
Closing fee					Lenders Extended Policy				
Additional Title Ins.					Attorney contract preparation and/or review fee				
Water Rights									

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

20. ESCROW/COLLECTION: If a long-term escrow/collection is involved, then the escrow/collection holder shall be \_\_\_\_\_ Each party agrees to pay one-half of escrow/collection fees and escrow setup fees.

21. CLOSING AGENCY: The Closing Agency for this transaction shall be KOOTENAI TITLE located at \_\_\_\_\_

22. CLOSING DATE: On or before the closing date, BUYER and SELLER shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than 30 DAYS BEFORE CLOSING OF "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to SELLER. DUE DILIGENCE

23. POSSESSION/PRORATION: BUYER shall be entitled to possession  UPON CLOSING or  DATE TIME \_\_\_\_\_ AM  PM. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of the day of closing or Any tenant deposits held by SELLER shall be credited to BUYER at closing.

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

25. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday; nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by

BUYER'S Initials ( X S ) Date 7/26/12 SELLER'S Initials ( me X ) Date 3-1-12

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

PROPERTY ADDRESS:

1841 W. HAYDEN AVE

ID#:

excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

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

28. DEFAULT: IF BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled; If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture; If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of Brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

29. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

31. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

32. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

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

34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

- Section 1:
- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
  - B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
  - C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
  - D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

- Section 2:
- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
  - B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
  - C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
  - D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

35. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

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

BUYER'S Initials ( X S ) Date 7/18/12 SELLER'S Initials ( MEX ) Date 3-1-12

PROPERTY ADDRESS: 1841 W. HAYDEN AVE

ID#:

37. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability or representations have been made or shall be binding upon either party unless herein set forth.

38. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

39. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) MARCH 2, 2012 at (Local Time in which PROPERTY is located) 5:00 P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

40. BUYER'S SIGNATURES:

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

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

321 BUYER Signature [Signature] BUYER (Print Name) James Fowler
322 Date 2/28/12 Time 5 pm A.M. P.M. Phone # 425-746-8400 Cell #
323 Address PO BOX 110 BELLEVUE WA 98009 City State Zip
324 E-Mail Fax #

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

330 BUYER Signature BUYER (Print Name)
331 Date Time A.M. P.M. Phone # Cell #
332 Address City State Zip
333 E-Mail Fax #

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

345  SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
346  SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) #

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

352 SELLER Signature [Signature] SELLER (Print Name) Thomas Crumius
353 Date 3-1-12 Time 3 pm A.M. P.M. Phone # 209 772-2619 Cell # 209 661-9182
354 Address PO Box 2240 Hayden ID 83335 City State Zip
355 E-Mail Fax #

361 CONTRACTOR REGISTRATION # (if applicable)

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

366 SELLER Signature SELLER (Print Name)
367 Date Time A.M. P.M. Phone # Cell #
368 Address City State Zip
369 E-Mail Fax #

376 CONTRACTOR REGISTRATION # (if applicable)

**Addenda A**

**Buyer agrees to rent back to Seller said property at 1841 W. Hayden Ave for a period of up to 3 months at a rate of \$3,000 per month. Renter will be responsible for all utilities, less taxes during the rental period. Rent shall commence on the next day following closing of property and will run month to month.**

8