



APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP

PLANNING AND ZONING DEPARTMENT

411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: \$406.00 (1 acre or less) Nonrefundable Fee: \$811.00 (more than 1 acre) Or \$213.00 for a text amendment

Applicant/Representative Name Tim Kristovich, managing member of Whispering Pines LLC		Home Number 406-581-8688	
Street Address 2335 N Grey Hawk Ave		Mobile Number 406-581-8688	
City Kuna	State ID	Zip code 83634	Email kristyconstruction@gmail.com

Property Owner Name Robert R. Laird		Home Number	
Street Address PO Box 4116		Mobile Number 208-921-9660 (Michael Laird)	
City Bellflower	State CA	Zip Code 90707	Email mike.laird@rocketmail.com

Applicant's interest in property: () Own () Rent (X) Other

ADDRESS OF SUBJECT PROPERTY: 335 N Gateway St, Nampa ID 83687

Please provide the following REQUIRED DOCUMENTATION:

- Completed Application
- A copy of one of the following:
 - Warranty Deed
 - Proof Of Option
 - Earnest Money Agreement
- Signed & Notarized Affidavit of Legal Interest (attached). Form **must** be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
- Original Legal description of property AND a legible WORD formatted document with Closure Calcs. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

- State the zoning desired for the subject property: RMH
- State (or attach a letter stating) the reason for the proposed change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment. We are seeking RMH zoning to allow multifamily construction. We are seeking to build approximately a 100 unit apartment complex with a mix of 1-3 bedroom units on 1.30 acres.

Dated this 6 day of February, 20 20


Applicant Signature

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. In the case of map amendments notice shall also be posted on the premises not less than 1 week prior to the hearings and notices will be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY	FILE NUMBER: ZMA/ZTA- <u>117</u> - 20 <u>20</u>
PROJECT NAME <u>Whispering Pines Gateway</u>	



City of Nampa

PLANNING and ZONING DEPARTMENT

OFFICE (208) 468-5484

CITY HALL

411 THIRD STREET SO.

NAMPA, IDAHO 83651

FAX (208) 465-2261

AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO)
) :SS
COUNTY OF CANYON)

A. I, Robert R. Laird, whose address is PO Box 4116, Bellflower, CA 90707, being first duly sworn upon oath, depose and say that I am the owner of record of the property described on the attached application.

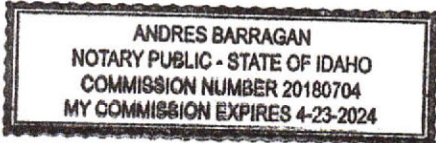
B. I grant my permission to Tim Kristovich, Managing Member of Whispering Pines LLC, whose address is 2335 N Grey Hawk Ave, Kuna ID 83634, to submit the accompanying application pertaining to the property described on the attached application.

C. I agree to indemnify, defend and hold the City of Nampa and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 30th day of January, 2020.

Robert R. Laird by ZPC POA
Signature

SUBSCRIBED AND SWORN to before me the 30 day of January, 2020.



[Signature]
Notary Public for Idaho
Residing at: Nampa, ID
Commission Expires: 4-23-2024

PN80736

EXHIBIT "A"

Lots 23 and 24, Block 13, NAMPA CITY ACRES ADDITION NO. 1, Nampa, Canyon County, Idaho, according to the plat filed in Book 2 of Plats, Page 34, records of said County;

EXCEPTING THEREFROM:

A parcel of land being on the Easterly side of the centerline of U.S. Highway No. 30 Spur, Project No. U-UG-3281(9) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of Lots 23 and 24, Block 13, NAMPA CITY ACRES ADDITION NO. 1, Nampa, Canyon County, Idaho, according to the plat filed in Book 2 of Plats, Page 34, records of said County, described as follows, to-wit:

BEGINNING at the Southwest corner of Lot 23, Block 13 of said NAMPA CITY ACRES ADDITION NO. 1, Nampa, Canyon County, Idaho; thence

North 0° 23' 56" East (shown of record to be North) along the West line of Lots 23 and 24 of said Block 13 a distance of 193.38 feet to the Northwest corner of said Lot 24; thence

South 89° 36' 04" East along the North line of said Lot 24 a distance of 10.41 feet to a point in a line parallel with and 50.0 feet Easterly from the centerline of said U.S., Highway No. 30 Spur, Project No. U-UG-3281(9) Highway Survey; thence

South 0° 23' 27" West along said parallel line 193.38 feet to a point in the South line of said Lot 23; thence

North 89° 36' 04" West along the South line of said Lot 23 a distance of 10.42 feet to the PLACE OF BEGINNING.

Authentisign
Tim Kristovich, Managing Member 02/01/2020
Tim Kristovich, Managing Member 2/1/2020 2:22:36 PM MST

Robert Laird by [Signature]
his Attorney in Fact
02/04/20



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2019 EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

Page 1 of 8

ID# 335GS DATE 02/04/2020

LISTING AGENCY Silvercreek Realty Group Office Phone # _____ Fax # _____
 Listing Agent Michael Laird E-Mail mike.laird@rocketmail.com Phone # 208-921-9660

SELLING AGENCY Silvercreek Realty Group Office Phone # 208-377-0422 Fax # 208-377-1187
 Selling Agent Jeff Kessel E-Mail jeff@idahomeandland.com Phone # 208-297-0522

1. BUYER: Whispering Pines LLC
 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS 335 N. Gateway Street
 City Nampa County Canyon ID, Zip 83687 legally described as: _____

OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. \$ 250,000.00 PURCHASE PRICE: Two Hundred Fifty Thousand DOLLARS,
 payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property Yes No (N/A if left blank)

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

(A) \$ 25,000.00 EARNEST MONEY: Twenty-Five Thousand DOLLARS
 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input checked="" type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>5</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 4	<input type="checkbox"/> See Section 4	<input type="checkbox"/> See Section 4
<input type="checkbox"/> Wire Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 4			

THE RESPONSIBLE BROKER SHALL BE: Krista Deacon

(B) ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

(C) Cash proceeds from another sale: Yes No (N/A if left blank)

(D) \$ 0.00 NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:
 FIRST LOAN of \$ _____ not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER _____ with interest not to exceed _____% for a period of _____ year(s) at: Fixed Rate Other _____
 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money shall be returned to BUYER.
 SECOND LOAN of \$ _____ through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER _____ with interest not to exceed _____% for a period of _____ year(s) at: Fixed Rate Other _____

LOAN APPLICATION: BUYER has applied OR shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given

BUYER'S Initials (JK) Date 02/05/2020 SELLER'S Initials (RL by ML h3 AIF) Date 02/04/20

PROPERTY ADDRESS: 335 N. Gateway Street Nampa 83687 ID#: 335GS

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in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(E). \$ _____ **ADDITIONAL FINANCIAL TERMS:**
 Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
 Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(F). \$ 225,000.00 **APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs):** Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: **cash, electronic transfer funds, certified check or cashier's check.**

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing
See Addendum 1 Attached

5. 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 and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, 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. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in this section is of nominal value less than \$100.

(A). **ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:** _____
None.

(B). **ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:**
Tenants stuff.

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

7. 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 and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, 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.

BUYER'S Initials (JK) (_____) Date 02/05/2020

SELLER'S Initials (RL by MC and Ai F) (_____) Date 02/04/20

PROPERTY ADDRESS: 335 N. Gateway Street Nampa 83687 ID#: 335GS

9. 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 AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, SELLER or BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Empire Title Company Title Company located at Eagle ID 83616 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 title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee 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.

10. INSPECTION: (A). BUYER chooses to conduct inspections not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 10(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. 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. 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. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than 2 business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. 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.

This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

(B) TIMEFRAME(S) FOR INSPECTIONS

1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 30 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 10(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 10(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the Costs Paid By section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

- Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within ___ business days (ten [10] if left blank) from acceptance.
- Septic Inspection and required Pumping which shall be completed and notice provided within ___ business days (ten [10] if left blank) from acceptance.
- Survey which shall be completed and notice provided within ___ business days (ten [10] if left blank) from acceptance.
- Other Inspection #1: _____ which shall be completed and notice provided within ___ business days (ten [10] if left blank) from acceptance.
- Other Inspection #2: _____ which shall be completed and notice provided within ___ business days (ten [10] if left blank) from acceptance.

BUYER'S Initials (JK) (_____) Date 02/05/2020

SELLER'S Initials (AL by ML W3 AIF) (_____) Date 02/04/20

PROPERTY ADDRESS: 335 N. Gateway Street Nampa 83687 ID#: 335GS

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 10(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required, if additional time was reserved in 10(B)(2) there may be multiple notices.

1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 10(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

2). If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on any unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items/conditions, **it shall end BUYER'S timeframe for that particular inspection and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, **said response is irrevocable without consent of BUYER** and BUYER may proceed under 10(C)(4) below.

4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 10(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 10(B)(2).

(D). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY is is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils **regardless of the source of the lead.** If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon 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 the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

12. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. 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.

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

14. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement: Yes No N/A

BUYER'S Initials (JK) (_____) Date 02/05/2020

SELLER'S Initials (RL by ML Liz AIF) (_____) Date 02/04/20

PROPERTY ADDRESS: 335 N. Gateway Street Nampa 83687 ID#: 335GS

15. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: Yes No N/A. Association fees/dues are \$ _____ per _____.
 BUYER SELLER Shared Equally N/A to pay Association SET UP FEE of \$ _____ at closing.
 BUYER SELLER Shared Equally N/A to pay Association PROPERTY TRANSFER FEES of \$ _____ at closing.
 BUYER SELLER Shared Equally N/A to pay Association STATEMENT OF ACCOUNT FEE of \$ _____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

16. COSTS PAID BY: The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. 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 circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 10.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				<input checked="" type="checkbox"/>	Title Ins. Standard Coverage Owner's Policy		<input checked="" type="checkbox"/>		
Appraisal Re-Inspection Fee				<input checked="" type="checkbox"/>	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				<input checked="" type="checkbox"/>
Closing Escrow Fee			<input checked="" type="checkbox"/>		Additional Title Coverage				<input checked="" type="checkbox"/>
Lender Document/Processing Fee				<input checked="" type="checkbox"/>	Domestic Well Water Potability Test Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				<input checked="" type="checkbox"/>
Tax Service Fee				<input checked="" type="checkbox"/>	Domestic Well Water Productivity Test Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				<input checked="" type="checkbox"/>
Flood Certification/Tracking Fee				<input checked="" type="checkbox"/>	Septic Inspections Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				<input checked="" type="checkbox"/>
Lender Required Inspections				<input checked="" type="checkbox"/>	Septic Pumping Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				<input checked="" type="checkbox"/>
Attorney Contract Preparation or Review Fee				<input checked="" type="checkbox"/>	Survey Shall be ordered by: <input checked="" type="checkbox"/> BUYER <input type="checkbox"/> SELLER	<input checked="" type="checkbox"/>			
					Rezoning	<input checked="" type="checkbox"/>			

Upon closing SELLER agrees to pay 0 % of the purchase price OR \$ 0 (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER'S discretion.

SELLER agrees to pay up to \$ 0 (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

17. OCCUPANCY: BUYER does does not intend to occupy PROPERTY as BUYER'S primary residence.

18. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

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

20. WALK THROUGHS: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within 3 business days (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within 3 business days

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(three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for phone, cable and internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their associates of any liability as to incomplete repairs and/or any changed conditions.

21. SINGULAR AND PLURAL terms each include the other, when appropriate.

22. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

23. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 *et seq.*, a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 *et seq.* regarding the General Contractor Disclosure Statement.

24. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

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 company, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agree that if BUYER use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

27. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real 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. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business 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.

28. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real 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."

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. 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 and/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, appraisal, 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. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. 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, appraisal, 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, appraisals, 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.

BUYER'S Initials (JK) () Date 02/05/2020

SELLER'S Initials (AL by MLWD AIF) () Date 02/04/20

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365 **31. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that
366 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms
367 of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company
368 shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties
369 and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute
370 including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not
371 formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.
372

373 **32. COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical
374 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
375 constitute one and the same instrument.
376

377 **33. "NOT APPLICABLE" DEFINED:** The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this
378 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and
379 have determined that such facts or conditions do not apply to the agreement or transaction herein.
380

381 **34. SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or
382 unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
383

384 **35. REPRESENTATION CONFIRMATION:** Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
385 brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).
386

387 Section 1:

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

394 Section 2:

- 395 A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- 396 B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- 397 C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT
398 acting solely on behalf of the SELLER(S).
- 399 D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).
400

401 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real
402 estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made
403 available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE
404 UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.
405

406 **36. CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete
407 this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are
408 available to SELLER. The closing shall be no later than (Date) 02/01/2021. The parties agree that the CLOSING
409 COMPANY for this transaction shall be Jeff Dillon at Empire Title located at Eagle ID 83616. If a long-term escrow / collection is involved, then the long-
410 term escrow holder shall be NA.
411

412 **37. POSSESSION:** BUYER shall be entitled to possession upon closing or date 02/15/2020 time 1 A.M. P.M.
413

414 **38. PRORATIONS:** Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens,
415 encumbrances or obligations assumed, and utilities shall be prorated upon closing or as of date _____.
416 BUYER to reimburse SELLER for fuel in tank Yes No N/A. Dollar amount may be determined by SELLER's supplier.
417

418 **39. ASSIGNMENT:** This Agreement and any rights or interests created herein may may not be sold, transferred, or otherwise assigned.
419

420 **40. ENTIRE AGREEMENT:** This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the
421 matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written
422 agreement signed by each of the parties.
423

424 **41. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
425

426 **42. AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement
427 on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.
428

429 **43. ACCEPTANCE:** This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before
430 (Date) 02/06/20 at (Local Time in which PROPERTY is located) 5:00 A.M. P.M.
431

BUYER'S Initials (JK) (_____) Date 02/05/2020

SELLER'S Initials (RL by ML with AIF) (_____) Date 02/04/20

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44. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)
 SEE ATTACHED BUYER'S EXHIBIT(S): 2 Legal and Affidavit of Legal Interest (Specify number of BUYER exhibit(s) attached.)

BUYER does currently hold an active Idaho real estate license. BUYER is related to agent.

BUYER Signature Authentic Tim Kristovich, Managing Member BUYER (Print Name) Tim Kristovich, Managing Member Whispering Pines LLC
Date _____ Time 2/5/2020 4:26:24 PM MST A.M. P.M. Phone # _____ Cell # _____
Address _____ E-Mail _____
City _____ State _____ Zip _____ Fax # _____

BUYER does currently hold an active Idaho real estate license. BUYER is related to agent.

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

45. 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.

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

SELLER does currently hold an active Idaho real estate license. SELLER is related to agent.

SELLER Signature Robert Laird by Michael Laird POA SELLER (Print Name) Robert Laird by Michael Laird POA
Date _____ Time _____ A.M. P.M. Phone # 562-920-1917 Cell # _____
Address P.O. Box 4116 E-Mail _____
City Bellflower State CA Zip 90707 Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

SELLER does currently hold an active Idaho real estate license. SELLER is related to agent.

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

CONTRACTOR REGISTRATION # (if applicable) _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____
If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.