THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Agenda

Monday, September 14, 2020, 12:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Cindy Bond, Andy Hohwieler, Doug Vollmer, Dan Brizee, Jan Rogers, Alexandra Caval

1) Confirmation of Quorum/Call Meeting to Order
2) Conflict of Interest Declaration
3) Consent Calendar
   a) **ACTION ITEM:** Request to approve 1) Minutes for August 10, 2020 meeting; 2) Minutes for August 27, 2020 special meeting; 3) August 2020 Financial Report; 4) September 2020 Accounts Payable.
4) Items of Consideration
   a) **ACTION ITEM:** Consideration of a request to approve a Purchase & Sale Agreement for agency owned property at 260 2nd Ave S.
   b) **ACTION ITEM:** Discussion to extend the current deadlines under the DDA for the property located at 160 Main Ave. S. with a consideration to include costs for power utility improvements in the site preparation.
5) General Input/Announcements - Public/Staff
6) Upcoming Meeting(s)
   a) Wednesday, October 14, 2020, at12:00 p.m.
7) Adjournment
   a) **ACTION ITEM:**
      Request to adjourn to Executive Session to discuss records exempt from disclosure and controversies imminently likely to be litigated. The board may approve participation in an executive session as outlined in Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code, specifically Idaho Code Section 74-104(1) "public records exempt from disclosure by federal or state law" for an attorney-client privileged communication and Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Lorrie Bauer (208) 735-7313 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

Urban Renewal Agency
Minutes

Monday, August 10, 2020, 12:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Cindy Bond, Andy Hohwieler, Doug Vollmer, Dan Brizee, Jan Rogers, Alexandra Caval

1) **Public Comment Instructions**

   a) To provide public comment for items on this agenda, please email **lbauer@tfid.org** and put "**Public Comment**" in the subject line. Comments must be received prior to 11:00 AM on the date of this meeting. The comments will be read into the record.

2) **Confirmation of Quorum/Call Meeting to Order**

Present:	Cindy Bond, Rudy Ashenbrener, Andy Hohwieler, Alexandra Caval, Doug Vollmer, Jan Rogers, Dan Brizee
Absent:	None
Staff Present:	Nathan Murray, Executive Director; Brent Hyatt, Assistant Finance Officer; Jesse Schuerman, Engineer; Lorrie Bauer, Recording Secretary; Meghan Conrad, Special Counsel; Ruth Pierce, City Council Liaison; and Don Hall, County Commissioner

Chair Ashenbrener called the meeting to order at 12:01 PM. A quorum was present.

3) **Conflict of Interest Declaration**
None.

4) **Consent Calendar**

   a) Request to approve 1) Minutes for July 13, 2020 meeting; 2) July 2020 Financial Report; 3) August 2020 Accounts Payable.
   MOTION: Cindy Bond moved to approve the consent calendar. Jan Rogers seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

5) **Reports/Updates**

   a) Executive Director's Report
   Nathan Murray reported the following:
   160 Main Ave S - Project is ready to demo and the construction permit is ready to be issued. An improvement and relocation agreement with 150 Main is included on today's agenda for approval. Discussions are ongoing regarding a possible parking structure behind 160 Main. The Agency previously authorized payment for some site preparations to include demo and removal of existing utilities. Costs will be reviewed and discussed at the next meeting due to them being higher than expected.

   Children's Museum - Still actively looking for a location downtown near Main Avenue. At this time they are considering a lease within a new structure to be built or acquiring property for a new build.

260 2nd Ave E (VA lease) - Clarified the property is 12,000 sq. ft., however, the lease is for the building only is 4,600 sq. ft. at approx. $3.25/sq. ft. The VA would like to sign another 10-year lease at market rate. A third party contacted me and is interested in buying the building and presented an offer. Discussion ensued regarding the options for the property. The board consensus was to sell the property.

6) Items of Consideration

a) Public Hearing for the FY2020-21 Budget and Consideration of a request to sign Resolution No. 2020-12 adopting the budget amount of $10,389,196.
Brent Hyatt presented the agenda item. Chair Ashenbrener opened the public hearing on the budget. There being no one from the public to provide comment, Chair Ashenbrener closed the public hearing.
MOTION: Cindy Bond moved to adopt the budget. Alexandra Caval seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

b) Consideration of a request to sign Resolution No. 2020-13 approving the Improvement and Relocation Agreement by and between DL Hope, LLC, OneSixty, LLC, and the Urban Renewal Agency of the City of Twin Falls in the amount of $15,000.00.
Nathan Murray shared the 3-party agreement request. DL Hope, LLC approves this agreement, however, will not sign the agreement until he has found a temporary location to move into which he is actively seeking. Discussion ensued.
Meghan Conrad explained the liability.
MOTION: Andy Hohwieler moved to sign the Resolution. Doug Vollmer seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

7) General Input/Announcements - Public/Staff
None.

8) Upcoming Meeting(s)

a) Monday, September 14, 2020, at 12:00 pm.

9) Adjournment
The meeting adjourned at 12:29 PM.

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Lorrie Bauer, Recording Secretary

DRAFT

Urban Renewal Agency
Minutes

DRAFT

Thursday, August 27, 2020, 11:00 AM

**** SPECIAL MEETING ****
Council Chambers
203 Main Avenue East- Twin Falls, Idaho

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Members: Rudy Ashenbrener, Cindy Bond, Andy Hohwieler, Doug Vollmer, Dan Brizee, Jan Rogers, Alexandra Caval

1) Public Comment Instructions

a) To provide public comment for items on this agenda, please email **lbauer@tfid.org** and put "**Public Comment**" in the subject line. Comments must be received prior to 10:00 a.m. on the date of this meeting. The comments will be read into the record.

2) Confirmation of Quorum/Call Meeting to Order

Present:	Alexandra Caval, Jan Rogers, Andy Hohwieler, Andy Hohwieler, Rudy Ashenbrener, Doug Vollmer, Dan Brizee
Absent:	Cindy Bond
Staff Present:	Nathan Murray, Executive Director; Brent Hyatt, Assistant Finance Officer; Jesse Schuerman, Engineer; Lorrie Bauer, Recording Secretary; Meghan Conrad, Special Counsel; and Ruth Pierce, City Council Liaison

Chair Ashenbrener called the meeting to order at 11:06 PM. A quorum was present.

3) Conflict of Interest Declaration

None.

4) Items of Consideration

a) Discussion to consider a request to amend the deadlines of the existing Disposition & Development Agreement relating to the 160 Main Avenue South Development.
Nathan Murray shared the background and current situation of the 160 Main Avenue project. Many efforts, by the developer as well as the Agency, have been made to get written acceptance from the owner, D.L. Hope, of 150 Main Ave. S to enter their building to reinforce the shared wall prior to September 1, 2020. Mr. Hope communicated with Nathan that he intends to be out of the building sometime in September and a new lease with Accent Staffing will begin on October 1st. Mr. Hope has not been returning phone calls or emails, nor has he formally accepted any offer or agreement yet.

Nathan also shared the developer has performed the asbestos removal and has been completing other aspects of our contract. Previously, $350,000 was approved for demolition of the site, however, due to additional structural work and tasks, the cost is now $428,000.

Discussion ensued. Special Counsel, Megan Conrad, and the Developer, Bill Truax, participated in the discussion.

5) Upcoming Meeting(s)

a) Monday, September 14, 2020, at 12:00 pm.

6) **Adjournment**

a) Executive Session pursuant to Idaho Code: §74-206(1)(c) to acquire an interest in real property not owned by a public agency.

The meeting will not return to open session.

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Lorrie Bauer, Recording Secretary

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
August 2020

		Aug 20
Ordinary Income/Expense		
Income		
Contributions		20,773.87
Investment Income		2,261.08
Other Income		150,000.00
Property Taxes		6,948.61
Rental Income		1,333.33
Total Income		181,316.89
Gross Profit		181,316.89
Expense		
RAA 4-1		
City Property Expense		
Commons (129 Hansen) & Main	1,720.39	
Bowyer Park (122 4th Ave S)	9.72	
Total City Property Expense	1,730.11	
Youth Ranch (160 Main Ave S)	201.97	
Total RAA 4-1		1,932.08
RAA 4-3 (Chobani)		
Debt Pay. (Chobani) Principal	651,942.74	
Total RAA 4-3 (Chobani)		651,942.74
Legal Expense		8,707.50
Meeting Expense		95.51
Office Expense		45.00
Total Expense		662,722.83
Net Ordinary Income		-481,405.94
Net Income		**-481,405.94**

Urban Renewal Agency of the City of Twin Falls, ID
P&L Over (Under) Budget - YTD
October 2019 through August 2020

	Oct '19 - Aug 20	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	25,602.01			
Investment Income	71,293.79	65,100.00	6,193.79	109.5%
Other Income	150,000.00			
Property Taxes	7,684,318.78	8,027,512.00	-343,193.22	95.7%
Rental Income	14,666.64	15,996.00	-1,329.36	91.7%
Sale of Assets	102,250.00			
Total Income	8,048,131.22	8,108,608.00	-60,476.78	99.3%
Gross Profit	8,048,131.22	8,108,608.00	-60,476.78	99.3%
Expense				
RAA 4-1				
City Property Expense				
Commons (129 Hansen) & Main	23,953.68			
Bowyer Park (122 4th Ave S)	104.91			
City Property Expense - Other	970.36			
Total City Property Expense	25,028.95			
Downtown Art	8,997.50			
Youth Ranch (160 Main Ave S)	6,887.59			
2nd Ave Parking Lot (Goold)	74,885.23			
Other Properties/Projects	1,150.00			
RAA 4-1 - Other	0.00	1,638,715.00	-1,638,715.00	0.0%
Total RAA 4-1	116,949.27	1,638,715.00	-1,521,765.73	7.1%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,604,910.73	1,604,911.00	-0.27	100.0%
Debt Pay. (Chobani) Principal	2,085,942.74	2,118,863.00	-32,920.26	98.4%
Total RAA 4-3 (Chobani)	3,690,853.47	3,723,774.00	-32,920.53	99.1%
Bond Trustee Fees	5,000.00	5,000.00	0.00	100.0%
Community Relations & Website	0.00	500.00	-500.00	0.0%
Debt Payments - Interest	457,590.20	800,123.00	-342,532.80	57.2%
Debt Payments - Principal	1,525,000.00	2,895,000.00	-1,370,000.00	52.7%
Dues and Subscriptions	4,950.00	4,500.00	450.00	110.0%
Insurance Expense	6,797.00	6,800.00	-3.00	100.0%
Legal Expense	40,609.53	30,000.00	10,609.53	135.4%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	957.94	2,500.00	-1,542.06	38.3%
Miscellaneous	900.00	500.00	400.00	180.0%
Office Expense	207.96	500.00	-292.04	41.6%
Prof. Dev.\Training	678.00	2,500.00	-1,822.00	27.1%
Professional Fees	16,000.00	10,000.00	6,000.00	160.0%
Property Tax Expense	60.84			
Repairs and Maintenance	64,000.00			
Total Expense	6,138,554.21	9,328,412.00	-3,189,857.79	65.8%
Net Ordinary Income	1,909,577.01	-1,219,804.00	3,129,381.01	-156.5%
Other Income/Expense				
Other Income				
Transfers In	0.00	150,000.00	-150,000.00	0.0%
Transfers Out	0.00	-150,000.00	150,000.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	**1,909,577.01**	**-1,219,804.00**	**3,129,381.01**	**-156.5%**

Twin Falls Urban Renewal Agency - September 2020 Accounts Payable

Check #	Date	Paid Amount	Name	Account	Fund	Memo
BC	8/17/2020	15.00	Wells Fargo	Office Expense	General	Wire Transfer Fee in from Zions Bank
BC	8/18/2020	30.00	Wells Fargo	Office Expense	General	Wire transfer fee out to Chobani
Wire	8/18/2020	651,942.74	Chobani Idaho, LLC	Debt Payment - Principal	RAA 4-3(Chobani)	Annual Payment of Excess Property Taxes to Chobani
Wire	8/18/2020	(150,000.00)	Chobani Idaho, LLC	Other Income	RAA 4-3(Chobani)	Annual payment from Chobani for URA Administration
4089	8/19/2020	20,773.87	Zions First National Bank	Zions #8617 - Excess Funds	RAA 4-4(Clif)	Transfer Property Taxes
4090	9/3/2020	1,000,000.00	City of Twin Falls	Debt Payments - Principal	RAA 4-1(Original)	Promissory Note payment #3 for Pretreatment Plant
4090	9/3/2020	118.42	City of Twin Falls	160 Main Ave S	RAA 4-1(Original)	Water & Sewer / #130529
4091	9/3/2020	2,472.50	Elam & Burke	Legal Expense	General	Professional Fees for July 2020 / 02 #186665
4091	9/3/2020	2,430.00	Elam & Burke	Legal Expense	RAA 4-1(Original)	Professional Fees for July 2020 / 03 #186666
4091	9/3/2020	405.00	Elam & Burke	Legal Expense	RAA 4-3(Chobani)	Professional Fees for July 2020 / 05 #186667
4092	9/3/2020	11,266.67	Emery, Inc.	2nd Ave Parking Lot	RAA 4-1(Original)	Chip Seal 2nd Ave Parking Lot / #8164
4093	9/3/2020	105.00	Highway 30 Garage LLC	2nd Ave Parking Lot	RAA 4-1(Original)	Tow 3 vehicles prior to Chip Seal on 2nd Av Prkg Lot
4094	9/3/2020	10.29	Idaho Power	Bowyer Park (122 4th Ave S)	RAA 4-1(Original)	Power for #2220512228
4094	9/3/2020	288.91	Idaho Power	Commons (129 Hansen) & Main	RAA 4-1(Original)	Power for #2224040226
4094	9/3/2020	304.53	Idaho Power	160 Main Ave S	RAA 4-1(Original)	Power for #2223719168
4095	9/3/2020	11.37	Intermountain Gas Company	Commons (129 Hansen) & Main	RAA 4-1(Original)	Gas for #73747812375
4095	9/3/2020	9.79	Intermountain Gas Company	160 Main Ave S	RAA 4-1(Original)	Gas for 06397230001
4096	9/3/2020	6,886.53	JUB Engineers, Inc.	Downtown Development	RAA 4-1(Original)	3rd Ave Alley Grading #0135843
4097	9/3/2020	97.95	PMT	Commons (129 Hansen) & Main	RAA 4-1(Original)	Broadband Services for 858403-2
4098	9/3/2020	99.31	PSI Environmental	160 Main Ave S	RAA 4-1(Original)	Trash removal from alley on 7/2/20 #25058233
4099	9/3/2020	111.96	The Gyros Shop	Meeting Expense	General	Lunch for 20200810 Meeting
4100	9/3/2020	419.04	Times News	Legal Expense	General	Budget Hearing Publication x2 #103973
4101	9/9/2020	1,600.00	ICRMP	Insurance Expense	General	Annual Premium 10/1/2020 - 9/30/2021 / #18018-2021-1

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, September 14, 2020

To: Urban Renewal Agency of the City of Twin Falls

From:

ACTION ITEM

Request:

Consideration of a request to approve a Purchase & Sale Agreement for agency owned property at 260 2nd Ave S.

Background:

On November 1, 2000, the Urban Renewal Agency of the City of Twin Falls (the URA) approved an agreement to lease a property it owned to the U.S. Government Services Administration (the Lessee) for $1/year. The 0.287-acre site was described as Lots 13, 14, 15 & 16 on Block 88 of the original Twin Falls Townsite. Following approval of the lease, the Lessee improved the site and added a 4500 square foot building to the property.

On November 1, 2010, the URA extended its lease with the Lessee for another ten years at a price of $16,000/year. In July, of this year, the Lessee notified Staff that they want to extend their lease for another ten years.

In August, a broker from Thornton Oliver Keller, representing a prospective buyer, made an offer to acquire the property for $350k. The final purchase and closing are contingent upon the signing of a new lease that is acceptable to the buyer.

Attached to this report is a Purchase & Sale Agreement prepared by the Agency's Counsel. Should the Board choose to accept the purchase offer, it will then be made available to the public for a period of 30 days, to allow other interested parties the chance to exceed the purchase price of $350k in increments of $25k or greater.

Approval Process:

A majority vote by the Board would carry the motion that is put forth.

Budget Impact:

Proceeds from the sale of the property will be budgeted for use within Revenue Allocation Area #4-1.

Regulatory Impact:

N/A

Conclusion:

The purchase offer of $350k is fair and reasonable. Provided the Agency follows the guidelines for selling property outlined in Idaho Code 50-2011, Saff recommends the Board accept the offer and proceed with the disposition process. Adoption of Resolution No. 2020-14 would formalize this process and establish a record for the Agency.

Attachments:

1. 260 2nd Ave E - Purchase & Sale Agreement

2. Resolution 2020-14 = 260 2nd Ave E

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made this ___ day of _______________, 2020, by and between Urban Renewal Agency of the City of Twin Falls ("**Seller**") and Four Leaf, LLC, an Idaho limited liability company and/or assigns ("**Buyer**"). Seller owns that certain property located at 260 2nd Ave East, City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with all rights appurtenant thereto, including all right, title and interest of Seller in and to all easements, tenements, hereditaments, privileges and appurtenances thereunto belonging, improvements, buildings and structures thereon, and all of Seller's personal property used in the operation of the Property (except for property owned by any tenants).

The effective date of this Agreement (the "**Effective Date**") shall be the later date of the dates that both Buyer and Seller have executed this Agreement.

1. **PURCHASE PRICE; PAYMENT TERMS**. The purchase price to be paid by Buyer to Seller for the Property shall be Three Hundred and Fifty-Thousand and No/100 Dollars ($350,000.00) (the "**Purchase Price**"), payable in the following manner:

(a) Earnest Money. Within **five (5)** business days from the Effective Date (defined above). Buyer shall deposit with First American Title, Attn: Lori Barnhart, an amount equal to ten thousand and No/100 Dollars ($10,000.00) (the "Earnest Money"). If the Earnest Money is not deposited with the Escrow Agent (defined below), the broker receiving the Earnest Money agrees to hold it in trust for the parties hereto and deliver the Earnest Money to the Escrow Agent at Closing (defined below). The Earnest Money and interest earned thereon (if any) shall be fully refundable to Buyer until the expiration of the Due Diligence Period (defined below). The Earnest Money and interest earned thereon (if any) shall be applied toward the Purchase Price at Closing; provided the transaction contemplated by this Agreement proceeds through Closing.

(b) Cash. The Purchase Price, plus or minus prorations set forth herein, shall be paid by cash proceeds, wire transfer, personal check or official bank check on the Closing Date (defined below).

2. **TITLE MATTERS**. Not more than **ten (10) business days,** from the Effective Date, Seller shall deliver or cause to be delivered to Buyer, a commitment for an owner's title insurance policy, dated after the date hereof, issued by First American Title (the "**Title Insurer**") in the amount of the Purchase Price, with standard form coverage (the "**Title Commitment**"), together with legible copies of all documents referenced therein as exceptions, showing marketable and insurable title to the Property subject only to: (a) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money or otherwise on the Closing Date, and which Seller shall so remove at Closing; (b) standard exceptions printed by the Title Insurer; (c) title exceptions not otherwise objected to by Buyer; (d) current years' taxes and assessments to be prorated at Closing, and (e) that certain U.S. Government Lease for Real Property dated November 1, 2000, as supplemented by that certain Supplemental Lease Agreement dated November 1, 2000, as may be renewed during this Agreement (collectively "Lease") (all collectively, the "**Permitted Exceptions**"). Buyer shall have the later of (i) **fifteen (15) days** after receipt of the Title Commitment or (ii) until expiration of the Due Diligence Period, within which to object in writing to any material exception shown thereon and, if said exception cannot be removed by Seller on or before the Closing Date, Buyer shall have the right to terminate this Agreement, in which event the Earnest Money and all interest earned thereon (if any) shall be returned to Buyer and all parties thereafter released and discharged from any further obligation under this Agreement. The failure of the Buyer to deliver written notice of an objection to a material exception shown on the Title Commitment within such title review period shall conclusively constitute the approval by Buyer of the exceptions shown in the Title Commitment. Without limiting the foregoing, Seller shall not take any action or record any documents that would affect title to the Property after the date of this Agreement, except that Seller may enter into a new supplement or amendment to the Lease. In addition, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement, except for a new supplement or amendment to the Lease. Any and all monetary encumbrances recorded against the Property may be discharged by Seller at Closing out of the Purchase Price. The legal description set forth in the Title Commitment shall be the legal description used to describe the Property on the special warranty deed delivered to Buyer by Seller at Closing.

3. DUE DILIGENCE.

(a) Right to Inspect. For a period of **sixty (60) days, by close of business,** from the Effective Date (the "**Due Diligence Period**"), Seller hereby grants a license to Buyer and Buyer's agents to enter on to the Property for all purposes reasonably related to making a full and adequate determination of the suitability of the Property for Buyer's intended use, and Buyer and Buyer's agents shall have the right, during reasonable hours, to inspect the Property, and to undertake, at Buyer's expense, such inspections and other activities as it shall determine in connection therewith, all subject to the terms and conditions of the Lease, including, without limitation, the right to make: (i) a complete physical inspection of the Property; (ii) investigations regarding zoning, subdivision and code requirements; (iii) real estate tax analysis and investigation of available financing; (iv) investigation of all records and all other documents and matters, public or private pertaining to Seller's ownership of the Property; (v) investigation of the structural integrity of all improvements including the roof of each building, and all operating systems serving the improvements including, without limitation, heating, ventilation and air conditioning systems, plumbing, electrical, and all other systems; and (vi) to make application for and receive any and all permits, approvals and written agreements satisfactory to Buyer (including, without limitation, building and use permits) required by the appropriate public or governmental authorities to permit the use of the Property in accordance with Buyer's intended use, so long as such permits, approvals or agreements are non-binding and do not affect the Property if Buyer fails to close this transaction. The foregoing shall hereinafter sometimes be collectively referred to as the "**Inspection**." The Inspection shall not disturb the quiet enjoyment of Seller or Seller's tenant(s) (if any) or be without prior notice to Seller. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses incurred or sustained by Seller as a result of such acts of Buyer, or Buyer's agents or independent contractors pursuant to the right granted by this paragraph; provided Buyer's liability and indemnification obligation shall not extend to any condition of the Property currently existing thereon or discovered by Buyer, Buyer's agents or contractors.

(b) Extension of Due Diligence Period. Buyer shall have **one (1)** option to extend the Due Diligence Period for **thirty (30)** days with prior written notice to Seller five (5) business days prior to the expiration.

(c) Due Diligence Information. Within **ten (10) days** from the Effective Date, Seller shall provide to Buyer copies of the Lease, any and all documents, contracts, reports, studies, maps, tax billings, as-built drawings, warranty information, copies of all service contracts relating to the Property (including landscaping and janitorial contracts) in Seller's possession relating to the Property including, without limitation, those certain Due Diligence items referenced on **Exhibit B** attached hereto and made a part hereof (collectively, the "**Due Diligence Information**"). In the event Buyer terminates this Agreement pursuant to paragraph 3(d) below, Buyer shall return to Seller all Due Diligence Information provided by Seller.

(d) Lease Supplement or Amendment**.** Seller is negotiating with the tenant under the Lease to extend tenant's lease for the Property. During the Due Diligence Period, Seller will communicate with Buyer regarding the status of the negotiations and final terms agreed to with the tenant, if any.

(e) Termination Notice. In the event that Buyer, in Buyer's sole and exclusive discretion, is not satisfied for any reason, or for no reason, with the results of the Inspection, Buyer may, by written notice (the "**Termination Notice**") delivered to Seller on or before the expiration of the Due Diligence Period, terminate this Agreement, which thereafter shall be of no force and effect without further action by the parties hereto. If Buyer terminates this Agreement by timely delivering the Termination Notice, the Earnest Money shall be returned to Buyer. In the event Buyer does not deliver such Termination Notice to Seller on or before the expiration of the Due Diligence Period, this transaction shall proceed to Closing without further notice from either party.

4. CONDITIONS PRECEDENT TO CLOSING. This Agreement, and the parties' obligation to close the transaction contemplated herein, are subject to the following express conditions:

(a) It is a Seller's condition to Closing that Buyer fully performs under this Agreement**.**

(b) It is a Buyer's condition to Closing that Seller fully performs under this Agreement.

Notwithstanding anything to the contrary that may be contained herein, each of the conditions precedent may be waived in writing by the party benefitted by such condition. The parties will have until the expiration of the applicable deadlines set forth in this Agreement (or if none are provided; until Closing) in which to satisfy or waive all conditions precedent to Closing. In the event of a failure of any other condition precedent set forth herein, then the party benefitted by the condition may declare this Agreement null and void, in which event the refundable Earnest Money shall be returned to Buyer, and the parties shall have no further obligations or liabilities hereunder.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. Except as stated in this Section 5, Buyer purchases the Property "AS-IS, WHERE-IS" with all faults, and Seller makes no other representation or warranty regarding the condition of the Property or otherwise. Seller hereby represents, warrants and covenants to Buyer that as of the date of this Agreement and as of the Closing Date: (a) Seller makes the warranties of title contained in the special warranty deed subject to the Permitted Exceptions and there shall be no change in the ownership, operation or control of the Property from the date hereof to the Closing Date, other than a Lease supplement or amendment; (b) Seller has no knowledge of condemnation or judicial proceedings, administrative actions or examinations, claims or demands of any type that have been instituted or are pending or threatened against Seller, the Property or any part thereof, and in the event Seller receives notice of any such proceeding, action, examination or demand, Seller shall promptly deliver a copy of such notice to Buyer; ; and (c) Seller represents and warrants to Buyer that Seller has no knowledge of Seller and Seller's directors, officers, shareholders, employees, agents, licensees, invitees, and contractors having t used, produced, released, stored, transported, disposed of, generated, deposited any Hazardous Materials on the Property except in compliance with the applicable Environmental Laws. The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws. "Environmental Laws" shall collectively refer to shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended ("RCRA"), or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER. Buyer hereby represents, warrants and covenants to Seller that as of the date of this Agreement and as of the Closing Date: (a) Buyer has the full power and authority to: (i) acquire title to the Property; (ii) enter into this Agreement; and (iii) carry out and consummate the transactions contemplated by this Agreement; (b) execution and delivery of this Agreement by the signatories hereto on behalf of Buyer, and the performance of this Agreement by Buyer, have been duly authorized by Buyer, and neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of or default under any agreement, document or instrument to which Buyer is a party or by which Buyer is bound; or (ii) violate any existing statute, restriction, order, writ, injunction or decree of any court, administrative agency or governmental body to which Buyer is subject; (c) there is no action, suit, proceeding, inquiry or investigation before any court, governmental agency or instrumentality pending or, to the knowledge of Buyer, threatened against Buyer wherein an unfavorable decision, ruling or finding would adversely affect Buyer's ability to consummate the transactions contemplated by this Agreement; and (d) Buyer has or will have at Closing the financial resources to consummate the transactions contemplated by this Agreement.

7. CLOSING AND RELATED MATTERS. The closing of the transaction contemplated by this Agreement shall occur when Seller and Buyer deliver to First American Title, Attn: Lori Barnhart, 1502 Locust St. N Bldg. 300 Twin Falls, Idaho 83301, 208.734.2905 (the "**Escrow Agent**") their respective "Closing Deposits" set forth below and upon recording of the special warranty deed ("**Closing**"). Closing shall take place at a time mutually agreed upon by the parties at the office of Escrow Agent within **10 days** following expiration of the Due Diligence Period (the "**Closing Date**"). Closing shall be through escrow, using form escrow instructions then in use by Escrow Agent, modified to reflect the terms and conditions of the transaction contemplated herein. This Agreement shall not be merged into any escrow agreement, and the escrow agreement shall always be deemed auxiliary to this Agreement. The provisions of this Agreement shall always be deemed controlling as between Seller and Buyer.

(a) Seller's Closing Deposits. On or before the Closing Date, Seller shall deliver the following to Escrow Agent: (i) special warranty deed executed by Seller conveying the Property to Buyer subject only to the Permitted Exceptions; (ii) assignment to Buyer of all of Seller's right, title and interest in and to warranties relating to the Property, if any; (ii) assignment to Buyer all of Seller's right, title and interest in and to the Lease and security deposits under the Lease; (iv) Seller-approved Closing statement; and (v) such other documents as the Title Insurer may reasonably require for Closing. All of the documents and instruments to be delivered by Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Buyer.

(b) Buyer's Closing Deposits. On or before the Closing Date, Buyer shall deliver the following to Escrow Agent: (i) Buyer-approved Closing statement; (ii) cash or certified funds in an amount sufficient to meet Buyer's obligations hereunder; and (iii) such other documents as the Title Insurer for Closing. All of the documents and instruments to be delivered by Buyer hereunder shall be in form and substance reasonably satisfactory to counsel for Seller.

(c) Prorations and Adjustments. The following items shall be prorated and adjusted as of the Closing Date: (i) general real estate taxes and all other levies and charges against the Property for the year of Closing that are accrued but not yet due and payable, and such taxes shall be prorated on the basis of the most recent ascertainable tax bills; (ii) any and all unpaid installments of any assessment levied against the Property, including those that become due and payable after the Closing Date; (iii) all charges for utilities, including water charges, shall be paid by Seller to the Closing Date, and bills received after Closing that relate to expenses incurred or services performed allocable to the period prior to the date of Closing shall be paid by Seller post-Closing as and when due; (iv) rent under the Lease, and (v) such other items as are customarily prorated in transaction of the type contemplated in this Agreement. Buyer shall not be liable for any state, county, federal income, excise or sales tax liabilities of Seller.

(d) Closing Costs In addition to the foregoing, the parties agree to pay the following costs: Seller shall pay the premiums of standard owner's title insurance, transfer or sales taxes, Seller recording fees, and any costs required to cure title defects. Buyer shall pay premiums for extended title insurance, requested title endorsements and lender's title insurance (if applicable), and Buyer recording fees. The Escrow Agent's fee shall be split equally between the parties. Each party shall pay the fees of its attorneys, accountants and other professionals incurred in negotiating this Agreement, and closing the transaction contemplated by this Agreement

None of the costs to be paid by the parties in Sections 7(c) and 7 (d) creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth above. Such costs may be required by the lender (if any), law, or other such circumstances.

(e) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to the tenant's right of possession under the Lease.

(f) Tax-deferred Exchange. Notwithstanding any other provisions contained herein, either party may use the transaction contemplated herein to facilitate a tax-deferred exchange of real property under such terms and conditions that qualify as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. The parties hereby agree to cooperate with each other fully in completing such tax-deferred exchange(s); provided, however that: (i) such tax-deferred exchange(s) creates no additional liability to the party not effecting such exchange; (ii) all costs of facilitating such tax-deferred exchange are paid by the party effecting the 1031 Exchange; and (iii) Closing of the transaction contemplated by this Agreement is not delayed due to such tax-deferred exchange.

8. DEFAULT AND REMEDIES.

(a) Default by Buyer. If Buyer should fail to consummate the transaction contemplated herein for any reason other than default by Seller, Seller's sole remedies shall be the Earnest Money and termination of this Agreement, in which neither party shall have any further obligation to the other except as expressly set forth in this Agreement. Seller shall make demand for the Earnest Money from the Escrow Agent, and Escrow Agent shall pay from the Earnest Money costs incurred by Seller relating to the transaction including, without limitation, cancellation fees for title insurance and escrow, credit report fees, and inspection fees.

(b) Default by Seller. If Seller should fail to consummate the transaction contemplated herein for any reason other than default by Buyer, Buyer may elect any one or more of the following remedies: (i) to enforce specific performance of this

Agreement; (ii) to bring a suit for damages for breach of this Agreement; (iii) to terminate this Agreement, whereupon Seller shall return all of the Earnest Money to Buyer ; or (iv) pursue any and all remedies at law or equity.

9. **BROKERAGE**. The RESPONSIBLE BROKER in this transaction is Michael J. Ballantyne, Designated Broker for TOK LLC dba TOK Commercial.

Listing Broker:	None	Buyer Broker:	TOK LLC
Agent:		Agent:	Grayson Stone
Address:		Address:	195 River Vista Suite #204 Twin Falls, Idaho
Phone:		Phone:	208.948.0808
Email:		Email:	grayson@tokcommercial.com

Buyer will pay a commission to Buyer's Broker as per their separate agreement. Seller agrees to pay one-half of Buyer's Broker's commission, not to exceed 3% of the Purchase Price. Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. Buyer agrees to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, from and against any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or other such compensation resulting from the dealings of Buyer in connection with the transaction completed by this Agreement.

10. **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 and Seller, respectively:

Section 1:

☐ A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).
☐ B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
☐ C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for 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 Buyer(s).

Section 2:

☐ A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).
☐ B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.
☐ C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for 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 Seller(s).

Each party signing this Agreement confirms that such party has received, read and understood the Agency Disclosure Brochure attached hereto as **Exhibit C** and made a part hereof, adopted or approved by the Idaho Real Estate Commission, and has consented to the relationship confirmed above. In addition, each party confirms that the Selling/Listing Brokerage's agency office policy was made available for inspection and review. Each party understands that such party is a "**Customer**," and is not represented by a brokerage unless there is a signed written agreement for agency representation.

11. **NOTICES.** All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt requested, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, or if sent via facsimile transmission, when received as determined by the facsimile transmission report related thereto, to the party's address listed below.

12. MISCELLANEOUS.

(a) Binding on Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer may assign its interest in and to this Agreement to an entity related to or affiliated with Buyer, or to a third party,with Seller's prior consent.

(b) Business Days; Time for Performance. 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 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. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday recognized by Section 73-108, Idaho Code, such time for performance shall be extended to the next business day, and any related deadlines shall be extended accordingly.

(c) Execution in Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. The parties expressly agree that the transactions contemplated by this Agreement may be conducted by electronic means. In furtherance of the foregoing, this Agreement may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.

(d) Survival. The terms, provisions, and covenants (to the extent applicable) and indemnities shall survive Closing and delivery of the special warranty deed for a period of one (1) year from Closing, and this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

(e) Entire Agreement. This Agreement embodies the entire contract between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, between the parties. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification or amendment made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification or amendment is sought, and then only to the extent set forth in such instrument. Nothing herein is intended, nor shall it be construed, as obligating either party to agree to any modification if this Agreement.

(f) Severability. In the event any term or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Idaho, without regard to conflicts of laws principles.

(g) Time of Essence. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

(h) Recitals and Exhibits. The recitals and exhibits attached to this Agreement are incorporated into this Agreement as if set forth in full herein.

(i) Attorneys' Fees. If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

ACCEPTANCE. Buyer acknowledges that the Seller must complete a public competitive proposal process before selling this Property and executing this Agreement. If Seller receives competing proposals it must evaluate the proposals for what is in the best interest of the public and in furtherance of the purposes of Idaho urban renewal law. Accordingly, this Agreement is not binding on the Seller and confers no property or contractual rights to the Buyer, in law or equity, unless and until this Agreement is signed by the Seller.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signature date set forth below.

BUYER: Four Leaf, LLC	SELLER: The Urban Renewal Agency of the City of Twin Falls
☐ Buyer currently holds an active Idaho real estate license. ☐ Buyer is related to agent.	☐ Seller currently holds an active Idaho real estate license. ☐ Seller is related to agent.
By: ______________________	By: ______________________
Name: Shawn Broadbent	Name: Nathan Murray
Entity: Four Leaf, LLC	Entity: The Urban Renewal Agency of the City of Twin Falls
Title: Owner	Title: Director
Address: 1116 Hankins Road North Twin Falls, Idaho 83301	Address: 203 Main Ave E Twin Falls, Idaho 83301
Phone: 208.316.8007	Phone: 208.735.7240
Email: sbroadbent@bankfirstfed.com	Email: nmurray@tfid.org
Date: ____________ Time: ________	Date: ____________ Time: ________
☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED COUNTER OFFER(S) ☐ SEE ATTACHED ADDENDUM(S)	☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED COUNTER OFFER(S) ☐ SEE ATTACHED ADDENDUM(S)

List of Exhibits:

Exhibit A – Legal Description of Property
Exhibit B – Due Diligence Information (Investment Property)
Exhibit C – Agency Disclosure Brochure

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding to the offering party unless the offering party approves of said acceptance within _____ days by offering party initialing HERE (________)(________) Date _______________. If offeror timely approves of the other party's late acceptance, an initialed copy of this page shall be immediately delivered to the other party.

EXHIBIT A

Legal Description of Property

RPT0001088013B

Final legal description to be inserted before Closing.

EXHIBIT B

Due Diligence Materials

If available and in Seller's possession. Buyer recognizes that the tenant on the Property under the Lease does not provide financial or other information to Seller regarding its operation of the Property. Thus, several categories of due diligence materials below are not in Seller's possession.

FINANCIAL/OPERATING STATEMENTS

1. Capital expenditure records for the past 3 years.
2. Maintenance/service contracts and agreements including contracts relating to ownership, operation, and maintenance of Property (including, without limitation, janitorial, laundry, pool, alarm systems, antennae/cable/satellite dishes, cleaning and janitorial services, extermination, security, elevator, landscaping, and snow removal contracts, etc.).
3. Current ad valorem tax bills and real property tax statements and assessments.
4. List of vendors, contractors, and utility companies with account numbers.
5. List of tangible personal property owned by Seller and used in connection with the ownership, operation, use, and maintenance of Property.
6. Current appraisal.
7. List of all operating expenses for past 3 years (including, without limitation, insurance, maintenance costs, utilities, cleaning and janitorial services, landscaping, snow removal, and common area maintenance costs).
8. Copies of occupancy permits.
9. Copies of all owners' association documents (including meeting minutes, assessments, marketing, and promotional expenses) for past 3 years.
10. Copies of restrictive covenants applicable to the Property.
11. Copies of all utility bills for the past 24 months.
12. Tenant leases currently in place.
13. Standard lease form.
14. Tenant profiles.
15. Current rent roll, indicating lease terms, rental rates, concessions granted, renewal options, security deposits, tenant's financial statements, and any delinquencies or prepayments.

ARCHITECTURAL/SURVEY/REPORTS

16. Site plan.
17. Floor plans.
18. Governmental licenses, permits and approvals, and zoning ordinance and letter or restrictions affecting development of the Property.
19. Existing boundary and/or ALTA survey.
20. Existing title policy and underlying documents.
21. As-built drawings.
22. Statement of structural alterations made to Property.
23. Copies of all guaranties and warranties on the building, roofs, major repairs, etc.
24. Phase I environmental report.

EXHIBIT C

Agency Disclosure Brochure

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.

Effective July 1, 2019

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285
irec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: TOK LLC **Phone:** 208.378.4600

RECEIPT ACKNOWLEDGED Rev 07/01/19

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Signature ______________________________ Date ______________

Signature ______________________________ Date ______________

RESOLUTION NO. 2020-14

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, APPROVING AS TO FORM THE REAL ESTATE PURCHASE AGREEMENT BETWEEN THE AGENCY AND FOUR LEAF, LLC, FOR THE SALE OF DEVELOPED PROPERTY LOCATED AT 260 2ND AVENUE EAST; AUTHORIZING THE PUBLICATION OF NOTICE TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Twin Falls, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), a duly created and functioning urban renewal agency for Twin Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, by Resolution No. 909, dated July 19, 1965, the Board of Commissioners of the City of Twin Falls, Idaho (the "City") created an urban renewal agency pursuant to the Law;

WHEREAS, on June 30, 1997, the City Council of the City of Twin Falls, Idaho (the "City Council"), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project to be known as Urban Renewal Area #4 (the "Area #4 Plan"). The Area #4 Plan has been amended several times;

WHEREAS, on May 4, 1998, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the "RAA #4-1 Plan") to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2579 on May 4, 1998, approving the RAA #4-1 Plan, and making certain findings;

WHEREAS, on August 26, 2013, the City Council, after notice duly published, conducted a public hearing on the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the "Amended RAA #4-1 Plan") seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3056 on August 26, 2013, approving the Amended RAA #4-1 Plan and making certain findings;

WHEREAS, the Agency owns certain real property located at 260 2nd Avenue East, Twin Falls, Idaho, more particularly described as Lots 13, 14, 15, and 16, Block 88, Twin

Falls Townsite, Twin Falls County Idaho, according to the final and amended plat thereof recorded in book 1 of plats, page 7 Records of Twin Falls County, Idaho (the "Property");

WHEREAS, the Property was developed with a single-use building and there is currently a long-term lease for the entire building with the United States of America to be used for the Department of Veterans Affairs Community Based Outpatient Clinic (the “Lease”), which Lease expires on October 31, 2020;

WHEREAS, the Agency and Lessee intend to renew the Lease and the renewal terms are being negotiated;

WHEREAS, the Agency received an offer from Four Leaf, LLC (the “Buyer”) to purchase the Property for Three Hundred and Fifty-Thousand and No/100 Dollars ($350,000.00), together with other terms and conditions, as set forth in the Real Estate Purchase Agreement attached hereto as **Exhibit A** and incorporated herein as if set forth in full (the “Agreement”);

WHEREAS, the Agency seeks to dispose of the Property to Buyer in accordance with Idaho Code § 50-2011 and pursuant to the terms and conditions of the Agreement;

WHEREAS, pursuant to Idaho Code § 50-2011, the Agency shall advise the public of the intent to dispose of the Property to Buyer by publishing notice of the sale thirty (30) days prior to the execution of any contract to sell and seek public comment on the planned disposition and invite competing proposals for consideration prior to disposing of the Property to the Buyer. A copy of the notice is attached hereto as **Exhibit B** and incorporated herein as if set forth in full (the “Notice”);

WHEREAS, the Agreement is not binding on the Agency and confers no property or contractual rights to Buyer, in law or in equity, unless and until the Agreement is signed by the Agency;

WHEREAS, it is in the best interests of the Agency and the public to proceed with disposition of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2: That disposition of the Property based on the terms and conditions of the Agreement, attached hereto as **Exhibit A**, is hereby approved by the Agency, unless the Agency receives competing proposals within thirty (30) days after the date of publication of the Notice, which proposals are deemed by the Agency to be in the public interest and in furtherance of the purposes of the Act, and meets the disposition terms further identified in the Notice (the “Proposal Period”).

Section 3: That the Agency Administrator is hereby directed to publish the Notice in the *Times-News*.

Section 4: That the Chair or Vice-Chair of the Agency, is authorized to sign and enter into the Agreement if the Proposal Period expires and no other qualifying proposals have been received, and Agency legal counsel confirms that all conditions precedent to actions and any necessary technical changes to the Agreement or other documents are acceptable and consistent with the provisions of the Agreement and the comments and discussions received at the September 14, 2020, Agency Board meeting.

Section 5: If the Agency receives qualifying proposals during the Proposal Period, the Agency will not execute the Agreement until it has evaluated such proposals compared to the Agreement and deems the Agreement or a new proposal to be in the public's best interest and in furtherance of the purposes of the Act, and may, in its discretion, execute the Agreement or a new proposal, send a new notice for proposals, or determine not to immediately dispose of the Property to the Buyer or any proposer.

Section 6: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on September 14, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 14, 2020.

APPROVED:

By ______________________________
Rudy Ashenbrener, Chair

ATTEST:

By _________________________
Dan Brizee, Secretary

4826-6435-5273, v. 4

Exhibit A

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made this ___ day of _______________, 2020, by and between Urban Renewal Agency of the City of Twin Falls ("**Seller**") and Four Leaf, LLC, an Idaho limited liability company and/or assigns ("**Buyer**"). Seller owns that certain property located at 260 2nd Ave East, City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with all rights appurtenant thereto, including all right, title and interest of Seller in and to all easements, tenements, hereditaments, privileges and appurtenances thereunto belonging, improvements, buildings and structures thereon, and all of Seller's personal property used in the operation of the Property (except for property owned by any tenants).

The effective date of this Agreement (the "**Effective Date**") shall be the later date of the dates that both Buyer and Seller have executed this Agreement.

1. PURCHASE PRICE; PAYMENT TERMS. The purchase price to be paid by Buyer to Seller for the Property shall be Three Hundred and Fifty-Thousand and No/100 Dollars ($350,000.00) (the "**Purchase Price**"), payable in the following manner:

(a) **<u>Earnest Money.</u>** Within **five (5)** business days from the Effective Date (defined above). Buyer shall deposit with First American Title, Attn: Lori Barnhart, an amount equal to ten thousand and No/100 Dollars ($10,000.00) (the "Earnest Money"). If the Earnest Money is not deposited with the Escrow Agent (defined below), the broker receiving the Earnest Money agrees to hold it in trust for the parties hereto and deliver the Earnest Money to the Escrow Agent at Closing (defined below). The Earnest Money and interest earned thereon (if any) shall be fully refundable to Buyer until the expiration of the Due Diligence Period (defined below). The Earnest Money and interest earned thereon (if any) shall be applied toward the Purchase Price at Closing; provided the transaction contemplated by this Agreement proceeds through Closing.

(b) **<u>Cash.</u>** The Purchase Price, plus or minus prorations set forth herein, shall be paid by cash proceeds, wire transfer, personal check or official bank check on the Closing Date (defined below).

2. TITLE MATTERS. Not more than **ten (10) business days,** from the Effective Date, Seller shall deliver or cause to be delivered to Buyer, a commitment for an owner's title insurance policy, dated after the date hereof, issued by First American Title (the "**Title Insurer**") in the amount of the Purchase Price, with standard form coverage (the "**Title Commitment**"), together with legible copies of all documents referenced therein as exceptions, showing marketable and insurable title to the Property subject only to: (a) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money or otherwise on the Closing Date, and which Seller shall so remove at Closing; (b) standard exceptions printed by the Title Insurer; (c) title exceptions not otherwise objected to by Buyer; (d) current years' taxes and assessments to be prorated at Closing, and (e) that certain U.S. Government Lease for Real Property dated November 1, 2000, as supplemented by that certain Supplemental Lease Agreement dated November 1, 2000, as may be renewed during this Agreement (collectively "Lease") (all collectively, the "**Permitted Exceptions**"). Buyer shall have the later of (i) **fifteen (15) days** after receipt of the Title Commitment or (ii) until expiration of the Due Diligence Period, within which to object in writing to any material exception shown thereon and, if said exception cannot be removed by Seller on or before the Closing Date, Buyer shall have the right to terminate this Agreement, in which event the Earnest Money and all interest earned thereon (if any) shall be returned to Buyer and all parties thereafter released and discharged from any further obligation under this Agreement. The failure of the Buyer to deliver written notice of an objection to a material exception shown on the Title Commitment within such title review period shall conclusively constitute the approval by Buyer of the exceptions shown in the Title Commitment. Without limiting the foregoing, Seller shall not take any action or record any documents that would affect title to the Property after the date of this Agreement, except that Seller may enter into a new supplement or amendment to the Lease. In addition, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement, except for a new supplement or amendment to the Lease. Any and all monetary encumbrances recorded against the Property may be discharged by Seller at Closing out of the Purchase Price. The legal description set forth in the Title Commitment shall be the legal description used to describe the Property on the special warranty deed delivered to Buyer by Seller at Closing.

3. DUE DILIGENCE.

(a) **Right to Inspect**. For a period of **sixty (60) days, by close of business,** from the Effective Date (the "**Due Diligence Period**"), Seller hereby grants a license to Buyer and Buyer's agents to enter on to the Property for all purposes reasonably related to making a full and adequate determination of the suitability of the Property for Buyer's intended use, and Buyer and Buyer's agents shall have the right, during reasonable hours, to inspect the Property, and to undertake, at Buyer's expense, such inspections and other activities as it shall determine in connection therewith, all subject to the terms and conditions of the Lease, including, without limitation, the right to make: (i) a complete physical inspection of the Property; (ii) investigations regarding zoning, subdivision and code requirements; (iii) real estate tax analysis and investigation of available financing; (iv) investigation of all records and all other documents and matters, public or private pertaining to Seller's ownership of the Property; (v) investigation of the structural integrity of all improvements including the roof of each building, and all operating systems serving the improvements including, without limitation, heating, ventilation and air conditioning systems, plumbing, electrical, and all other systems; and (vi) to make application for and receive any and all permits, approvals and written agreements satisfactory to Buyer (including, without limitation, building and use permits) required by the appropriate public or governmental authorities to permit the use of the Property in accordance with Buyer's intended use, so long as such permits, approvals or agreements are non-binding and do not affect the Property if Buyer fails to close this transaction. The foregoing shall hereinafter sometimes be collectively referred to as the "**Inspection**." The Inspection shall not disturb the quiet enjoyment of Seller or Seller's tenant(s) (if any) or be without prior notice to Seller. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses incurred or sustained by Seller as a result of such acts of Buyer, or Buyer's agents or independent contractors pursuant to the right granted by this paragraph; provided Buyer's liability and indemnification obligation shall not extend to any condition of the Property currently existing thereon or discovered by Buyer, Buyer's agents or contractors.

(b) **Extension of Due Diligence Period**. Buyer shall have **one (1)** option to extend the Due Diligence Period for **thirty (30)** days with prior written notice to Seller five (5) business days prior to the expiration.

(c) **Due Diligence Information**. Within **ten (10) days** from the Effective Date, Seller shall provide to Buyer copies of the Lease, any and all documents, contracts, reports, studies, maps, tax billings, as-built drawings, warranty information, copies of all service contracts relating to the Property (including landscaping and janitorial contracts) in Seller's possession relating to the Property including, without limitation, those certain Due Diligence items referenced on **Exhibit B** attached hereto and made a part hereof (collectively, the "**Due Diligence Information**"). In the event Buyer terminates this Agreement pursuant to paragraph 3(d) below, Buyer shall return to Seller all Due Diligence Information provided by Seller.

(d) **Lease Supplement or Amendment.** Seller is negotiating with the tenant under the Lease to extend tenant's lease for the Property. During the Due Diligence Period, Seller will communicate with Buyer regarding the status of the negotiations and final terms agreed to with the tenant, if any.

(e) **Termination Notice**. In the event that Buyer, in Buyer's sole and exclusive discretion, is not satisfied for any reason, or for no reason, with the results of the Inspection, Buyer may, by written notice (the "**Termination Notice**") delivered to Seller on or before the expiration of the Due Diligence Period, terminate this Agreement, which thereafter shall be of no force and effect without further action by the parties hereto. If Buyer terminates this Agreement by timely delivering the Termination Notice, the Earnest Money shall be returned to Buyer. In the event Buyer does not deliver such Termination Notice to Seller on or before the expiration of the Due Diligence Period, this transaction shall proceed to Closing without further notice from either party.

4. CONDITIONS PRECEDENT TO CLOSING. This Agreement, and the parties' obligation to close the transaction contemplated herein, are subject to the following express conditions:

(a) It is a Seller's condition to Closing that Buyer fully performs under this Agreement.

(b) It is a Buyer's condition to Closing that Seller fully performs under this Agreement.

Notwithstanding anything to the contrary that may be contained herein, each of the conditions precedent may be waived in writing by the party benefitted by such condition. The parties will have until the expiration of the applicable deadlines set forth in this Agreement (or if none are provided; until Closing) in which to satisfy or waive all conditions precedent to Closing. In the event of a failure of any other condition precedent set forth herein, then the party benefitted by the condition may declare this Agreement null and void, in which event the refundable Earnest Money shall be returned to Buyer, and the parties shall have no further obligations or liabilities hereunder.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. Except as stated in this Section 5, Buyer purchases the Property "AS-IS, WHERE-IS" with all faults, and Seller makes no other representation or warranty regarding the condition of the Property or otherwise. Seller hereby represents, warrants and covenants to Buyer that as of the date of this Agreement and as of the Closing Date: (a) Seller makes the warranties of title contained in the special warranty deed subject to the Permitted Exceptions and there shall be no change in the ownership, operation or control of the Property from the date hereof to the Closing Date, other than a Lease supplement or amendment; (b) Seller has no knowledge of condemnation or judicial proceedings, administrative actions or examinations, claims or demands of any type that have been instituted or are pending or threatened against Seller, the Property or any part thereof, and in the event Seller receives notice of any such proceeding, action, examination or demand, Seller shall promptly deliver a copy of such notice to Buyer; ; and (c) Seller represents and warrants to Buyer that Seller has no knowledge of Seller and Seller's directors, officers, shareholders, employees, agents, licensees, invitees, and contractors having t used, produced, released, stored, transported, disposed of, generated, deposited any Hazardous Materials on the Property except in compliance with the applicable Environmental Laws. The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws. "Environmental Laws" shall collectively refer to shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended ("RCRA"), or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER. Buyer hereby represents, warrants and covenants to Seller that as of the date of this Agreement and as of the Closing Date: (a) Buyer has the full power and authority to: (i) acquire title to the Property; (ii) enter into this Agreement; and (iii) carry out and consummate the transactions contemplated by this Agreement; (b) execution and delivery of this Agreement by the signatories hereto on behalf of Buyer, and the performance of this Agreement by Buyer, have been duly authorized by Buyer, and neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of or default under any agreement, document or instrument to which Buyer is a party or by which Buyer is bound; or (ii) violate any existing statute, restriction, order, writ, injunction or decree of any court, administrative agency or governmental body to which Buyer is subject; (c) there is no action, suit, proceeding, inquiry or investigation before any court, governmental agency or instrumentality pending or, to the knowledge of Buyer, threatened against Buyer wherein an unfavorable decision, ruling or finding would adversely affect Buyer's ability to consummate the transactions contemplated by this Agreement; and (d) Buyer has or will have at Closing the financial resources to consummate the transactions contemplated by this Agreement.

7. CLOSING AND RELATED MATTERS. The closing of the transaction contemplated by this Agreement shall occur when Seller and Buyer deliver to First American Title, Attn: Lori Barnhart, 1502 Locust St. N Bldg. 300 Twin Falls, Idaho 83301, 208.734.2905 (the "**Escrow Agent**") their respective "Closing Deposits" set forth below and upon recording of the special warranty deed ("**Closing**"). Closing shall take place at a time mutually agreed upon by the parties at the office of Escrow Agent within **10 days** following expiration of the Due Diligence Period (the "**Closing Date**"). Closing shall be through escrow, using form escrow instructions then in use by Escrow Agent, modified to reflect the terms and conditions of the transaction contemplated herein. This Agreement shall not be merged into any escrow agreement, and the escrow agreement shall always be deemed auxiliary to this Agreement. The provisions of this Agreement shall always be deemed controlling as between Seller and Buyer.

(a) <u>Seller's Closing Deposits</u>. On or before the Closing Date, Seller shall deliver the following to Escrow Agent: (i) special warranty deed executed by Seller conveying the Property to Buyer subject only to the Permitted Exceptions; (ii) assignment to Buyer of all of Seller's right, title and interest in and to warranties relating to the Property, if any; (ii) assignment to Buyer all of Seller's right, title and interest in and to the Lease and security deposits under the Lease; (iv) Seller-approved Closing statement; and (v) such other documents as the Title Insurer may reasonably require for Closing. All of the documents and instruments to be delivered by Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Buyer.

(b) **Buyer's Closing Deposits**. On or before the Closing Date, Buyer shall deliver the following to Escrow Agent: (i) Buyer-approved Closing statement; (ii) cash or certified funds in an amount sufficient to meet Buyer's obligations hereunder; and (iii) such other documents as the Title Insurer for Closing. All of the documents and instruments to be delivered by Buyer hereunder shall be in form and substance reasonably satisfactory to counsel for Seller.

(c) **Prorations and Adjustments**. The following items shall be prorated and adjusted as of the Closing Date: (i) general real estate taxes and all other levies and charges against the Property for the year of Closing that are accrued but not yet due and payable, and such taxes shall be prorated on the basis of the most recent ascertainable tax bills; (ii) any and all unpaid installments of any assessment levied against the Property, including those that become due and payable after the Closing Date; (iii) all charges for utilities, including water charges, shall be paid by Seller to the Closing Date, and bills received after Closing that relate to expenses incurred or services performed allocable to the period prior to the date of Closing shall be paid by Seller post-Closing as and when due; (iv) rent under the Lease, and (v) such other items as are customarily prorated in transaction of the type contemplated in this Agreement. Buyer shall not be liable for any state, county, federal income, excise or sales tax liabilities of Seller.

(d) **Closing Costs** In addition to the foregoing, the parties agree to pay the following costs: Seller shall pay the premiums of standard owner's title insurance, transfer or sales taxes, Seller recording fees, and any costs required to cure title defects. Buyer shall pay premiums for extended title insurance, requested title endorsements and lender's title insurance (if applicable), and Buyer recording fees. The Escrow Agent's fee shall be split equally between the parties. Each party shall pay the fees of its attorneys, accountants and other professionals incurred in negotiating this Agreement, and closing the transaction contemplated by this Agreement

None of the costs to be paid by the parties in Sections 7(c) and 7 (d) creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth above. Such costs may be required by the lender (if any), law, or other such circumstances.

(e) **Possession**. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to the tenant's right of possession under the Lease.

(f) **Tax-deferred Exchange**. Notwithstanding any other provisions contained herein, either party may use the transaction contemplated herein to facilitate a tax-deferred exchange of real property under such terms and conditions that qualify as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. The parties hereby agree to cooperate with each other fully in completing such tax-deferred exchange(s); provided, however that: (i) such tax-deferred exchange(s) creates no additional liability to the party not effecting such exchange; (ii) all costs of facilitating such tax-deferred exchange are paid by the party effecting the 1031 Exchange; and (iii) Closing of the transaction contemplated by this Agreement is not delayed due to such tax-deferred exchange.

8. DEFAULT AND REMEDIES.

(a) **Default by Buyer**. If Buyer should fail to consummate the transaction contemplated herein for any reason other than default by Seller, Seller's sole remedies shall be the Earnest Money and termination of this Agreement, in which neither party shall have any further obligation to the other except as expressly set forth in this Agreement. Seller shall make demand for the Earnest Money from the Escrow Agent, and Escrow Agent shall pay from the Earnest Money costs incurred by Seller relating to the transaction including, without limitation, cancellation fees for title insurance and escrow, credit report fees, and inspection fees.

(b) **Default by Seller**. If Seller should fail to consummate the transaction contemplated herein for any reason other than default by Buyer, Buyer may elect any one or more of the following remedies: (i) to enforce specific performance of this

Agreement; (ii) to bring a suit for damages for breach of this Agreement; (iii) to terminate this Agreement, whereupon Seller shall return all of the Earnest Money to Buyer ; or (iv) pursue any and all remedies at law or equity.

9. BROKERAGE. The RESPONSIBLE BROKER in this transaction is Michael J. Ballantyne, Designated Broker for TOK LLC dba TOK Commercial.

Listing Broker:	None	Buyer Broker:	TOK LLC
Agent:		Agent:	Grayson Stone
Address:		Address:	195 River Vista Suite #204 Twin Falls, Idaho
Phone:		Phone:	208.948.0808
Email:		Email:	grayson@tokcommercial.com

Buyer will pay a commission to Buyer's Broker as per their separate agreement. Seller agrees to pay one-half of Buyer's Broker's commission, not to exceed 3% of the Purchase Price. Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. Buyer agrees to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, from and against any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or other such compensation resulting from the dealings of Buyer in connection with the transaction completed by this Agreement.

10. 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 and Seller, respectively:

Section 1:

☐ A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).

☐ B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.

☐ C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for 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 Buyer(s).

Section 2:

☐ A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).

☐ B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.

☐ C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for 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 Seller(s).

Each party signing this Agreement confirms that such party has received, read and understood the Agency Disclosure Brochure attached hereto as **Exhibit C** and made a part hereof, adopted or approved by the Idaho Real Estate Commission, and has consented to the relationship confirmed above. In addition, each party confirms that the Selling/Listing Brokerage's agency office policy was made available for inspection and review. Each party understands that such party is a "**Customer**," and is not represented by a brokerage unless there is a signed written agreement for agency representation.

11. NOTICES. All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt requested, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, or if sent via facsimile transmission, when received as determined by the facsimile transmission report related thereto, to the party's address listed below.

12. MISCELLANEOUS.

(a) **Binding on Successors and Assigns; Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer may assign its interest in and to this Agreement to an entity related to or affiliated with Buyer, or to a third party,with Seller's prior consent.

(b) **Business Days; Time for Performance**. 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 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. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday recognized by Section 73-108, Idaho Code, such time for performance shall be extended to the next business day, and any related deadlines shall be extended accordingly.

(c) **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. The parties expressly agree that the transactions contemplated by this Agreement may be conducted by electronic means. In furtherance of the foregoing, this Agreement may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.

(d) **Survival**. The terms, provisions, and covenants (to the extent applicable) and indemnities shall survive Closing and delivery of the special warranty deed for a period of one (1) year from Closing, and this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

(e) **Entire Agreement**. This Agreement embodies the entire contract between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, between the parties. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification or amendment made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification or amendment is sought, and then only to the extent set forth in such instrument. Nothing herein is intended, nor shall it be construed, as obligating either party to agree to any modification if this Agreement.

(f) **Severability**. In the event any term or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Idaho, without regard to conflicts of laws principles.

(g) **Time of Essence**. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

(h) **Recitals and Exhibits**. The recitals and exhibits attached to this Agreement are incorporated into this Agreement as if set forth in full herein.

(i) **Attorneys' Fees**. If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

ACCEPTANCE. Buyer acknowledges that the Seller must complete a public competitive proposal process before selling this Property and executing this Agreement. If Seller receives competing proposals it must evaluate the proposals for what is in the best interest of the public and in furtherance of the purposes of Idaho urban renewal law. Accordingly, this Agreement is not binding on the Seller and confers no property or contractual rights to the Buyer, in law or equity, unless and until this Agreement is signed by the Seller.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signature date set forth below.

BUYER: Four Leaf, LLC

☐ Buyer currently holds an active Idaho real estate license.
☐ Buyer is related to agent.

By: ______________________________

Name: Shawn Broadbent

Entity: Four Leaf, LLC

Title: Owner

Address: 1116 Hankins Road North
Twin Falls, Idaho 83301

Phone: 208.316.8007

Email: sbroadbent@bankfirstfed.com

Date: ________________ Time: __________

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER
☐ SEE ATTACHED COUNTER OFFER(S)
☐ SEE ATTACHED ADDENDUM(S)

SELLER: The Urban Renewal Agency of the City of Twin Falls

☐ Seller currently holds an active Idaho real estate license.
☐ Seller is related to agent.

By: ______________________________

Name: Nathan Murray

Entity: The Urban Renewal Agency of the City of Twin Falls

Title: Director

Address: 203 Main Ave E
Twin Falls, Idaho 83301

Phone: 208.735.7240

Email: nmurray@tfid.org

Date: ________________ Time: __________

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER
☐ SEE ATTACHED COUNTER OFFER(S)
☐ SEE ATTACHED ADDENDUM(S)

List of Exhibits:

Exhibit A – Legal Description of Property
Exhibit B – Due Diligence Information (Investment Property)
Exhibit C – Agency Disclosure Brochure

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding to the offering party unless the offering party approves of said acceptance within _____ days by offering party initialing HERE (________)(________) Date _______________. If offeror timely approves of the other party's late acceptance, an initialed copy of this page shall be immediately delivered to the other party.

EXHIBIT A

Legal Description of Property

RPT0001088013B

Final legal description to be inserted before Closing.

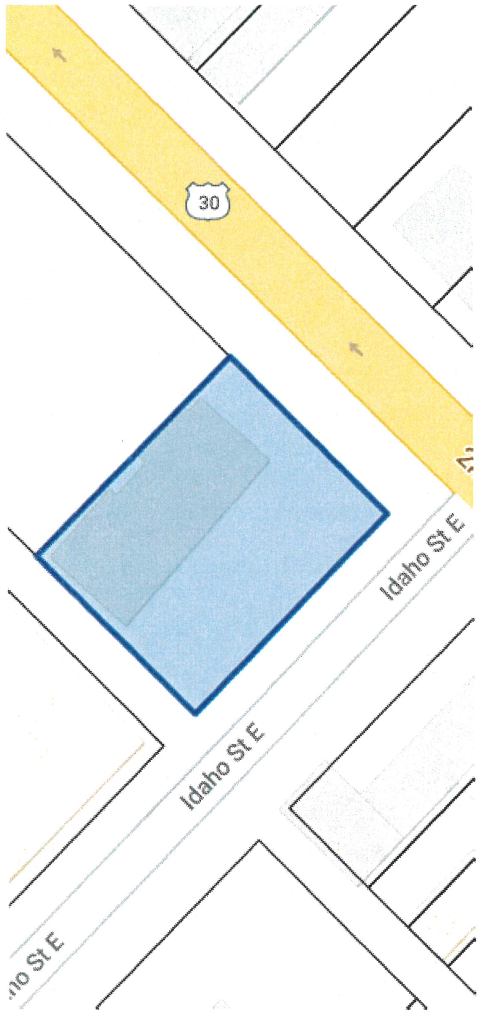

EXHIBIT B

Due Diligence Materials

If available and in Seller's possession. Buyer recognizes that the tenant on the Property under the Lease does not provide financial or other information to Seller regarding its operation of the Property. Thus, several categories of due diligence materials below are not in Seller's possession.

FINANCIAL/OPERATING STATEMENTS

1. Capital expenditure records for the past 3 years.
2. Maintenance/service contracts and agreements including contracts relating to ownership, operation, and maintenance of Property (including, without limitation, janitorial, laundry, pool, alarm systems, antennae/cable/satellite dishes, cleaning and janitorial services, extermination, security, elevator, landscaping, and snow removal contracts, etc.).
3. Current ad valorem tax bills and real property tax statements and assessments.
4. List of vendors, contractors, and utility companies with account numbers.
5. List of tangible personal property owned by Seller and used in connection with the ownership, operation, use, and maintenance of Property.
6. Current appraisal.
7. List of all operating expenses for past 3 years (including, without limitation, insurance, maintenance costs, utilities, cleaning and janitorial services, landscaping, snow removal, and common area maintenance costs).
8. Copies of occupancy permits.
9. Copies of all owners' association documents (including meeting minutes, assessments, marketing, and promotional expenses) for past 3 years.
10. Copies of restrictive covenants applicable to the Property.
11. Copies of all utility bills for the past 24 months.
12. Tenant leases currently in place.
13. Standard lease form.
14. Tenant profiles.
15. Current rent roll, indicating lease terms, rental rates, concessions granted, renewal options, security deposits, tenant's financial statements, and any delinquencies or prepayments.

ARCHITECTURAL/SURVEY/REPORTS

16. Site plan.
17. Floor plans.
18. Governmental licenses, permits and approvals, and zoning ordinance and letter or restrictions affecting development of the Property.
19. Existing boundary and/or ALTA survey.
20. Existing title policy and underlying documents.
21. As-built drawings.
22. Statement of structural alterations made to Property.
23. Copies of all guaranties and warranties on the building, roofs, major repairs, etc.
24. Phase I environmental report.

EXHIBIT C

Agency Disclosure Brochure

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.

Effective July 1, 2019

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285
irec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: TOK LLC **Phone:** 208.378.4600

RECEIPT ACKNOWLEDGED

Rev 07/01/19

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Signature ______________________ Date ____________

Signature ______________________ Date ____________

Exhibit B

LEGAL NOTICE

NOTICE OF SALE OF DEVELOPED PROPERTY

260 2ND AVENUE EAST, TWIN FALLS, IDAHO

The Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency") is pleased to announce the sale of developed real property located at 260 2nd Avenue East, Twin Falls, Idaho, and more particularly described as: Lots 13, 14, 15, and 16, Block 88, Twin Falls Townsite, Twin Falls County Idaho, according to the final and amended plat thereof recorded in book 1 of plats, page 7 Records of Twin Falls County, Idaho (hereinafter the "Property"). The Property has a building (the "Building") and single tenant leasing the Building pursuant to a written agreement (the "Lease").

On September 14, 2020, the Agency considered and approved as to form a Real Estate Purchase Agreement with Four Leaf, LLC (the "PSA") for the disposition of the Property to Four Leaf, LLC (the "Buyer"), which transfer is expressly subject to the Agency's statutory requirements set forth in Idaho Code § 50-2011. This notice is to advise the public of the intent to dispose of the Property to the Buyer, seek public comment on the planned disposition, and invite competing proposals for consideration prior to disposing of the Property to the Buyer.

In accordance with Idaho Code § 50-2011, the Agency invites potential purchasers to submit competing proposals for the Property as described in Idaho Code § 50-2011, including the submission of a cashier's check in an amount no less than $375,000.00 and acceptance of the terms of the Agreement, and subject to the terms of the Lease. The Agency also invites public comment on the proposed disposition of the Property to Buyer per the terms of the PSA.

Interested individuals and firms are invited to obtain submission instructions (which includes copies of the PSA, Lease, Agency resolution, and other relevant documents). Submission instructions are available on the Agency's website: www.tfid.org and are also available at the Agency offices located at 203 Main Avenue East, Twin Falls, Idaho. Submissions will be accepted until 5:00 p.m. Mountain Time, October 19, 2020. Late or incomplete submissions will not be accepted.

Publish __________________.

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, September 14, 2020

To: Urban Renewal Agency of the City of Twin Falls

From:

ACTION ITEM

Request:

Discussion to extend the current deadlines under the DDA for the property located at 160 Main Ave. S. with a consideration to include costs for power utility improvements in the site preparation.

Background:

Counsel for the developer of OneSixty Main was able to speak with Derrick Hope, the owner of the building at 150 Main Ave S, and he has indicated that he is generally okay with the improvement and relocation agreement, but that he is waiting to sign it until he has a finalized lease and knows when he will be able to move into a new location. OneSixty is still trying to nail down a certain date when he can enter the building and begin structural work prior to demolition.

There is a path forward to resolve the standstill, but as of the preparation of this report, nothing has been formally signed. Agency Council is asking if the Board could at a minimum agree to extend the deadlines under the DDA as amended until the October Board Meeting.

Approval Process:

A majority vote by the Board would carry the motion that is put forth.

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

Given the delay, but based on conversations between Mr. Hope and the developer, deadline extensions to the current DDA are reasonable and warranted. Staff recommends that the Board move to extend the deadlines outlined in the DDA.

Attachments:

1. Idaho Power - Cost Quote

CUSTOMER COST QUOTE
IDAHO

Customer or Project Name: GALENA OPP FUND- 162 MAIN AVE S/TF NEW BUILDING

Construction Costs

Line Installation Costs			
1. Line Installation/Upgrade Charge			$28,778
2. Customer Credits	(Betterment, Metering, Salvage)		$(19,071)
3. Customer Performed Construction Work Credit			$0
4. Net Line Installation Cost			**$9,707**
Unusual Conditions			
5. Unusual Conditions			$58,983
6. Unusual Conditions Bank Letter of Credit	(Only for over $10,000)		$0
7. Net Unusual Conditions			**$58,983**
Terminal Facilities Costs			
8. Terminal Facilities			$22,409
9. Terminal Facilities Allowances			$(5,825)
10. Terminal Facilities Salvage			$0
11. Net Terminal Facilities Cost			**$16,584**
12. Underground Service and Attachment Charges			**$0**
13. Engineering Charge			**$1,140**
14. Permits			**$0**
15. Relocation or Removal			**$195,079**
16. Miscellaneous Charges/Adjustments			**$0**
17. Net Construction Costs	(Line Items 4, 7, 11, 12, 13, 14, 15, 16)		**$281,493**
18. Prepaid Charges	(Engineering, Permits & Right-of-Way)	$2,280	
19. Vested Interest Charge			$0
20. Customer Payment Due Prior to Construction Scheduling			**$281,493**

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes:

CUSTOMER IS RESPONIBLE FOR GETTING AN ELECTICIAN AND CONVERTING THE CUSTOMERS
TO THE WEST FROM 240/120 TO 208/120

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

	Internal use		Page 1 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00448651	**27551285**	**0000141573**	**001**

By Initialing below, Customer acknowledges and agrees to the following:

__________ Customer initials

Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

__________ Customer initials

The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at
https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf

__________ Customer initials

Final Grade: Customer understands that as of __________ the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths f Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

__________ Customer initials

Unusual Conditions: As defined in Idaho Power’s line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

	Internal use		Page 2 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
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The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC or OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants) $66,749

Customer Payment Due Prior to Scheduling Construction **$281,493**

Underground Service Attachment Charges to be billed separately

______ Customer initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf

OR: https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
243 Blue Lakes Blvd S
Twin Falls, ID 83301

Customer Signature ______________________ Date ______________

Idaho Power Representative ______________________ Quote Date ______________

Internal use			Page 3 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00448651	**27551285**	**0000141573**	**001**