



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve (1) authorization of an amount not to exceed \$430,000 for purchase of 225 Pinewood Ln C16, (2) authorization of up to \$1,000 for associated closing costs, (3) the associated Reservation Agreement, and (4) the two Purchase and Sale Agreements.

Reasons for Recommendation:

- The unit is offered by the owner to the City for a price significantly below market rate, the difference represents a philanthropic subsidy that can help ensure an affordable community home at low cost to the City.
- Conversion of existing housing units to deed-restricted community housing is consistent with the objectives of Goal 1 of the Housing Action Plan
- Category Local units – for which there is no income limit but the requirement to live and work in the area – meet an identified need for moderate to high income local earners with few options for housing stability from other housing programs
- Purchase can demonstrate the philanthropic and public benefits of charitable sales and become an additional tool for securing community housing
- Seller will receive a charitable deduction based on the below-market purchase price and can reduce capital gains tax on the property

Policy Analysis and Background (non-consent items only):

GOAL 1: CREATE + PRESERVE COMMUNITY HOUSING

Charitable Sale Background

The current owner of the unit, Mr. Buck Drew, approached the Housing Department in 2023 with an interest in selling a condominium unit to the City at a below market price, contingent on the unit being used as community housing. Staff researched charitable sales of real property, which allow an owner to receive certain tax benefits when selling a property to a government agency or non-profit at a price below the appraised value. The difference between the appraised value and the sale price may be reported by the seller as a charitable deduction. The below-market sales price can also reduce capital gains tax on the property. Charitable sales are particularly beneficial to owners in a high tax bracket and/or who own properties with significant appreciation (low cost basis).

Mr. Drew offers the condominium to the City for \$430,000. A similar unit in the Parkside complex sold in fall 2023 for \$599,000. [Another similar unit in the Parkside complex is currently listed for \\$625,000.](#) Housing staff is supportive of acquiring the unit at a price that is significantly subsidized through private philanthropy. The \$430,000 price compared to the approximate market price (\$600,000) is comparable to the 30% value City has approved for purchase of Category Local deed restrictions through the Ownership and Preservation Program. Staff propose purchasing the property from Mr. Drew and then selling it with a Category Local, appreciation-capped deed restriction to a qualified Category Local buyer, recouping approximately \$378,000, or 88%, of the initial capital expenditure on the unit. The net cost to the City would be approximately \$52,000, when accounting for closing costs, price adjustment, and a set-aside for upcoming capital assessment(s).

BCHA's income Category Local has no income maximum but includes a net worth maximum of \$470,000 for households below retirement age (\$940,000 for retirement age) and requires full-time, exclusive local residency and Blaine County employment or qualifying exceptions.

Mr. Drew is interested in using his property as a proof-of-concept to demonstrate the housing benefits of a charitable sale to other property owners in the community.

Property Details and Maintenance

[225 Pinewood Lane C16](#) Parkside Village, Ketchum, ID 83340 is a 2-bedroom, 2-bathroom, 960 square foot housing unit in the Parkside Condominiums. Mr. Drew ordered and provided an inspection report. Staff reviewed the report and asked Mr. Drew to correct electrical, plumbing, and other items that are specific to the unit and not the responsibility of the HOA. As of the writing of this staff report, Mr. Drew ordered a reinspection report (attachment #1), which has been shared with the qualified local buyer. Staff, the qualified local buyer, and the City's realtor conducted a walkthrough on February 14 and found the majority of items to be satisfactory. Buck Drew's realtor will ask for an electrician to address two unresolved electrical items and will contact the plumbing company for comment on one additional item. Staff will share any relevant updates on repairs during the public hearing.

Additionally, the inspection report identifies that the condominium complex roof is near the end of its useful life and is not up to current Ketchum building code. Due to the age of the condominium complex, other capital assessments have also been discussed and may be needed in coming years. The Parkside HOA plans to replace the roof at a cost estimated at \$25,000 to \$30,000 per unit as of the HOA meeting in June 2023. Since that time, bids received have risen to approximately \$40,000 per unit, which would also include new siding. However, no vote has yet been taken to approve the roof replacement and move forward with any particular bid.

Given the eventual capital assessments associated with the roof replacement and possibly other maintenance and replacement assessments, staff proposed setting \$30,000 of funds aside for capital improvements at the time of sale to the Category Local buyer. The funds would be transferred to the BCHA and held for payment of capital assessments specifically for the unit, surviving future changes in ownership. The set aside is intended to assist the future owner(s) with affording a portion of these anticipated capital assessments.

Hefty special assessments are a noted, current problem for some deed-restricted units in the Blaine County Housing Authority's community housing portfolio. Some restricted units, such as this one and any future Ownership and Preservation Program Category Local units, are not recognized under their CC&Rs for reduced dues and assessments. The significant repairs and replacements needed at Parkside are not unique

to that development, rather they are indicative of a larger trend across much of Ketchum's aging condominium housing stock.

Process and Staff Action to Date

Staff propose the following process for acquiring the unit and adding it to the community housing inventory:

1. City enters into Reservation Agreement for unit with qualified Category Local applicant
2. City purchases the unit from Mr. Drew
3. City sells the unit to qualified Category Local applicant with existing Reservation Agreement
4. Category Local Deed Restriction is recorded at closing of the sale from the City to the qualified Category Local applicant

Staff prefer to limit the amount of time that the City holds the property and identify a qualified local buyer prior to acquiring the unit. To this end, staff engaged the realtor Anna Mathieu of Windermere Real Estate to assist in showing the unit and to explain the deed-restriction, the program, and sales process to potential Category Local buyers. Anna has extensive experience assisting with sales of deed-restricted properties and works with both ARCH and Blaine County Housing Authority on deed-restricted transactions. Staff do not currently have the capacity to represent the City or BCHA with Anna's level of expertise. Anna has also agreed to represent the City in the purchase of the unit from Mr. Drew *pro bono*.

Staff proposed listing the unit for \$420,000, or 70% of \$600,000, based on the 30% value authorized for payment for an appreciation-capped Category Local deed restriction under the Ownership and Preservation Program. Additionally, staff proposed setting aside \$30,000 to be used for capital assessments on the unit that would be held by the BCHA and remain with the unit.

Staff initiated outreach to all Category Local applicants within BCHA's waitlist in November and offered showings of the unit in December. Priority for purchase was given to applicants who have been on the waitlist the longest. However, none of the qualified Category Local applicants initially contacted were interested in moving forward with purchase of the unit primarily due to cost, unit size, and/or timing. After working with this initial round of applicants, BCHA staff contacted all applicants within the BCHA application portal (including other income categories) to share the opportunity. Ketchum's Housing Department also advertised the unit through the Ketchum Housing Matters newsletter distribution list, opening the opportunity beyond the existing BCHA applicant database. Interested parties were invited to view the property and learn about the opportunity but need to submit a BCHA application and get a prequalification letter from a lender if they wanted to move forward. This generated additional interest and viewings of the unit, and one qualified buyer was interested in moving forward with a purchase. Among interested parties who declined the unit, the most common reason for not moving forward was that the current asking price, \$420,000, was not affordable to them. The qualified buyer intends to rent one of the bedrooms to help with the cost of the unit. The roommate renter will need to be qualified by the BCHA under the terms of the deed restriction – meaning that they also must live in the unit full time and work locally.

The qualified buyer has signed a Reservation Agreement for the unit, attachment #2, and delivered \$500 in earnest money to escrow. The Reservation Agreement is a contract between the City and the qualified buyer, reserving the unit for them to purchase once the City has possession of it.

Estimated Financial Cost to City

Under the proposed purchase from Buck Drew and subsequent sale to a Category Local buyer, the City's estimated total outlay to add a deed-restricted housing unit to BCHA's community housing inventory is

approximately \$52,000. This cost is significantly less than the public cost of restricting a similar unit through the Ownership and Preservation Program (~\$180,000) due to the philanthropic subsidy of the charitable sale process. The charitable sale process does add additional risk compared to the Ownership and Preservation Program because the City must use significant funds to purchase the unit before recouping funds at resale. However, much of that risk has been mitigated because an interested qualified buyer is identified, and they have signed the Reservation Agreement and committed earnest money to escrow.

To purchase the unit, the Housing Department requests \$430,000 + closing costs that will come out of the City's General Fund, via the Housing fund. The subsequent sale to the qualified buyer would return approximately \$378,000 to the City, and the Housing Department will return the remainder of borrowed funds to the City's General Fund. The net cost to the City is approximately \$52,000.

<i>Acquisition of Unit</i>			
	Initial Purchase	\$	(430,000)
	Est. Closing Costs on Initial Purchase	\$	(400)
	<i>Subtotal</i>	\$	<i>(430,400)</i>
<i>Sale of Unit</i>			
	Sale to Category Local Owner	\$	420,000
	BCHA Realtor Commission (2%)	\$	(8,400)
	Est. Closing Costs on Second Sale	\$	(3,100)
	Setaside to BCHA for Capital Assessments on Unit	\$	(30,000)
	<i>Subtotal</i>	\$	<i>378,500</i>
	Net Outlay	\$	(51,900)

Next Steps

Staff recommends approval of the following next steps:

1. Approve and sign Reservation Agreement with qualified buyer (attachment #2)
2. Approve and sign Purchase and Sale Agreement with Charles (Buck) Drew (attachment #3)
3. Approve and authorize future signature of Purchase and Sale Agreement with qualified buyer (attachment #4)
4. Pre-authorize Housing Department Staff to purchase the property for an amount not to exceed \$430,000 plus up to \$1,000 in closing costs.

The Purchase and Sale Agreement with Mr. Drew to acquire the unit includes a closing date of February 26, 2024. Following close with Mr. Drew, the City can execute the Purchase and Sale Agreement with the qualified buyer, which has a Closing Date of 45 days after execution or sooner. Upon execution of the Purchase and Sale Agreement, the qualified buyer will deposit another \$500 of earnest money in escrow. At closing with the qualified buyer, the City will retain an interest in the property through the execution and recording of the Category Local deed restriction.

The property will then be part of the Blaine County Housing Authority's community housing inventory and will be subject to annual compliance review.

Sustainability Impact:

Deed-restricted units house members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the proposed acquisition of the Parkside unit via a charitable sale converts an existing housing unit into community housing, utilizing existing housing stock, land, and resources to achieve community housing goals.

Financial Impact:

None OR Adequate funds exist in account:

Due to timing, the \$430,000 in funds for purchase and associated closing costs will come from the City's General Fund, via the Housing Fund. When the City resells the unit to a qualified Category Local buyer, approximately \$378,000 will be recovered through that sale and returned to the General Fund, in addition to the remainder of the borrowed funds for the purchase, via the Housing Department budget. The net outlay from the City is anticipated to be approximately \$52,000, which will come, ultimately, out of the Housing Department's deed-restriction budget line item.

Attachments:

1. 225 Pinewood Ln C16 Reinspection Report
2. Reservation Agreement between City of Ketchum and qualified buyer
3. Purchase and Sale Agreement between Charles (Buck) Drew and City of Ketchum
4. Purchase and Sale Agreement between City of Ketchum and qualified buyer



Inspection Report

City of Ketchum

Property Address:
225 Pinewood Ln #C16
Ketchum ID 83340



Sun Valley Home Inspections

Aaron Heugly
PO Box 1637
Hailey ID 83333
208-481-1969
NACHI # 17051629

Table of Contents

[Cover Page..... 1](#)
[Table of Contents 2](#)
[Intro Page..... 3](#)
[1 Building Exterior..... 6](#)
[2 Roof..... 9](#)
[3 Structure 10](#)
[4 Interior 13](#)
[5 Kitchen and Built-in Appliances..... 18](#)
[6 Bathrooms..... 21](#)
[7 Laundry Room..... 25](#)
[8 Plumbing 28](#)
[9 Water Heating System\(s\) 30](#)
[10 Electrical 34](#)
[11 Heating 38](#)
[Summary 40](#)
[Back Page 44](#)

Date: 11/10/2023	Time: 01:30 PM	Report ID: 20231110-225-Pinewood-Ln-C16
Property: 225 Pinewood Ln #C16 Ketchum ID 83340	Customer: City of Ketchum	Real Estate Professional: Scott Mary

Introduction: The following numbered and attached pages are your home inspection report. This report includes pictures, videos if needed, information, maintenance tips and recommendations.

Scope: A home inspection is intended to assist in evaluating the overall condition of the subject property. This inspection is based on observation of the visible, readily accessible and apparent condition of the structure and its components on the day of the inspection. The results of this inspection are not intended to make any representation regarding the presence or absence of concealed defects that are not reasonable ascertainable or readily accessible in a competently performed inspection.

No warranty, guarantee or insurance by SVHI LLC dba Sun Valley Home Inspections is expressed or implied. This report does not include inspection for wood-destroying insects, mold, lead or asbestos. A representative sampling of the building components is viewed in areas that are accessible at the time of the inspection. No destructive testing or dismantling of components is performed. Not all defects will be identified during this inspection. Unexpected repairs should be anticipated. The person conducting your inspection is not a Structural Engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts.

You are advised to seek 2 to 3 professional opinions and acquire estimates of repair as to any defects, comments, improvements or recommendations mentioned in this report. SVHI LLC recommends that the professional making any repairs inspect the property further in order to discover and repair related problems that were not identified in the report.

Limitations: An inspection is not technically exhaustive or invasive; will not identify concealed or latent defects; does not determine the life expectancy of the property or any components or systems therein; does not include items not permanently installed.

Use of Photos and Videos: Your report includes many photographs which help to clarify where the inspector went, what was looked at, and the condition of a system or component at the time of the inspection. Some of the pictures may be of deficiencies or problem areas, these are to help you better understand what is documented in this report and may allow you to see areas or items that you normally would not see. A picture issued does not necessarily mean that the issue was limited to that area only, but may be a representation of a condition that is in multiple places. Not all areas of deficiencies or conditions will be supported with photos.

What really matters in a Home Inspection: The home inspection process can be stressful. A home inspection is supposed to give you reassurance but often has the opposite effect. You will be asked to absorb a lot of information in a short period of time. This often includes a written report, checklist, photographs, environmental reports and what the inspector himself says during the inspection. All this combined with the seller's property disclosure and what you notice yourself makes the experience even more overwhelming. What should you do? RELAX! Most of your inspection items will likely be maintenance recommendations, minor to moderate imperfections and general wear-and-tear on a system or component. Major defects discovered during the inspection will be listed further in the report. Safety concerns should always be corrected.

Use this report to determine what matters to you. Your real estate professional will also receive a copy of the report so be sure to discuss these items and your concerns with them. They are a great resource and will help you navigate with what to do next. They are great at their job, experienced in these negotiations and have your best interest in mind. Lastly, remember that no home is perfect.

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the

inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI) = I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Marginal Defect (MD) = The item, component or unit may or may not be functioning as intended and may not have significant impact on the home's condition or the component itself. These are typically items that may be defective due to deferred maintenance or other reasons.

Repair or Replace (RR) = The item, component or unit is not functioning as intended, is a potential safety issue or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

Not Present (NP) = This item, component or unit is not in this home or building.

Text Color Key

Note: Red text throughout this report indicates items that are damaged, need repair, replacement or may present a health or safety hazard. Violet text indicates maintenance defects or marginal defects that might not have a significant impact on the home's condition. Brown text indicates cosmetic defects that do not impair function. Green text indicates maintenance tips or recommendations. Blue indicates additional information

Additional Building Conditions / Comments

Considerations: Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

If the Home was Occupied: Some areas may not have been inspected due to the presence of furniture and stored items.

Where applicable: HOA Responsibility: Because this is a General Home Inspection of a property in which a Homeowner's Association may be responsible for maintenance of the structure exterior, those systems and components contained in the responsibilities of the homeowner's association are not included in the General Home Inspection. These systems and components include but may not be limited to the condition of the roof, exterior foundation, exterior grading, exterior surface drainage, exterior wall coverings and exterior trim. The Inspector specifically disclaims the afore-mentioned systems and their components.

This home is older than 40 years and the home inspector considers this while inspecting. It is common to have areas that no longer comply with current code. This is not a new home and this home cannot be expected to meet current code standards. While this inspection makes every effort to point out safety issues, it does not inspect for code. It is common that homes of any age will have had repairs performed and some repairs may not be in a workmanlike manner. Some areas may appear less than standard. This inspection looks for items that are not functioning as intended. It does not grade the repair. It is common to see old plumbing or mixed materials. Sometimes water signs in crawlspaces or basements could be years old from a problem that no longer exists. Or, it may still need further attention and repair. Determining this can be difficult on an older home. Sometimes in older homes there are signs of damage to wood from wood eating insects. Having this is typical and fairly common. If the home inspection reveals signs of damage you should have a pest control company inspect further for activity and possible hidden damage. The home inspection does not look for possible manufacturer recalls on components that could be in this home. Always consider

hiring the appropriate expert for any repairs or further inspection.

Materials in the home may contain asbestos depending on the age of the home. Asbestos has been classified as a known human carcinogen (a substance that causes cancer) by the U.S. Department of Health and Human Services, the EPA, and the International Agency for Research on Cancer. People who become ill from asbestos are usually those who are exposed to it on a regular basis, most often in a job where they work directly with the material or through substantial environmental contact. To cause health problems, asbestos must be in a form in which the fibers can be inhaled, such as when it is cut, torn, or sanded. The only way to know for certain whether asbestos is in a particular product or material is to have testing performed.

If this home was built before 1978, there is a possibility that it has or had lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint as a potential health hazard, but some states banned it even earlier. Lead from paint, including lead-contaminated dust, is one of the most common causes of lead poisoning. Lead can be found in dust around the perimeter of the home exterior. It is a greater risk to young children than adults.

Standards of Practice:

InterNACHI International Association of Certified Home Inspectors

Type of building:

Residential, Townhome

Type of Home:

Single Family (2-story)

Approximate Square Footage:

960

Approximate Year of Original Construction:

1975

Home Faces:

West

Inspection started at:

1:00 pm

Inspection ended at:

2:30 pm

Occupancy:

Unoccupied, empty of furniture

Attending the Inspection:

Vacant (inspector only)

Weather during the Inspection:

Partly Cloudy

Significant precipitation in last 3 days:

No

Temperature during inspection:

Below 45 degrees (F)

Ground/Soil surface condition:

Damp

Radon Test:

Yes, In Progress

1. Building Exterior

The home inspector shall observe: Wall cladding, flashings, and trim; Entryway doors and a representative number of windows; Decks, balconies, stoops, steps, areaways, porches and applicable railings; Eaves, soffits, and fascias; and Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building. The home inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; and Probe exterior wood components where deterioration is suspected. The home inspector is not required to observe: Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; Fences; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters; Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

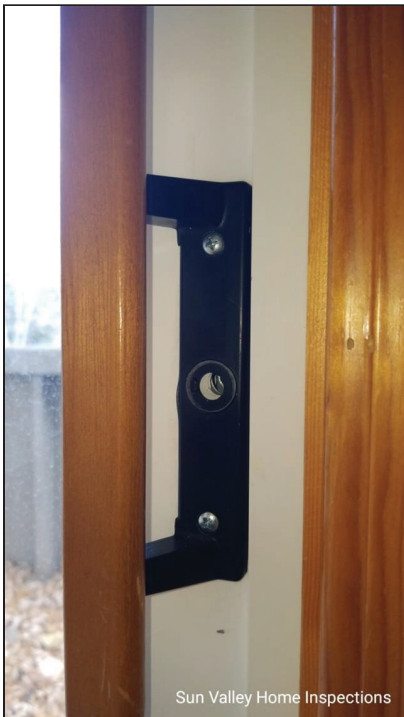
		IN	NI	MD	RR	NP	Styles & Materials
1.0	Exterior Doors				•		Exterior wall-covering
1.1	Window Exteriors	•					Material: Wood Panel Siding
1.2	Exterior Lighting	•					Fascia & Soffit
1.3	Conventional and GFCI Receptacles, Exterior	•					Material: Wood Panel Wood Boards
1.4	Condo: Decks, Porch, Patio and/or Balcony	•					Trim Material: Wood Boards
1.5	Exterior Wall Penetrations	•					Exterior Doors: Metal Vinyl Sliding Glass Door(s)
1.6	Fascia, Soffit and Trim	•					Window Material: Vinyl
1.7	Wood Siding				•		Window Glazing: Double-pane

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

Comments:

1.0 Latch for the master bedroom exterior door was missing at the time of the inspection preventing the door from securely locking.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



1.0

1.1 Maintenance Tip: Vinyl windows can become sticky or difficult to open due to buildup on the tracks. Clean the tracks with a cloth and scrub sponge as needed. To lubricate, use Pledge or silicone spray (DO NOT use WD-40!) on a rag and wipe the tracks and any friction points between the sliding window frame and tracks. Repeat as often as needed to improve the operation of the windows.

1.3 Weatherproof cover at an exterior receptacle was damaged at the time of the inspection.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



1.3



1.3 2/8/2024

1.4 The top cap of the deck guardrails had moderate to significant wood decay.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



1.4

1.7 Wood siding covering exterior walls had damage visible. This condition appeared to be the result of wood decay caused by moisture absorption due to inadequate clearance from grade. Wood siding should have a minimum clearance of 6 inches from grade.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



1.7



1.7 2/8/2024

2. Roof



The roof inspection portion of the General Home Inspection will not be as comprehensive as an inspection performed by a qualified roofing contractor. Because of variations in installation requirements of the huge number of different roof-covering materials installed over the years, the General Home Inspection does not include confirmation of proper installation. Home Inspectors are trained to identify common deficiencies and to recognize conditions that require evaluation by a specialist. Inspection of the roof typically includes visual evaluation of the roof structure, roof-covering materials, flashing, and roof penetrations like chimneys, mounting hardware for roof-mounted equipment, attic ventilation devices, ducts for evaporative coolers, and combustion and plumbing vents. The roof inspection does not include leak-testing and will not certify or warranty the roof against future leakage. Other limitations may apply and will be included in the comments as necessary.

		IN	NI	MD	RR	NP	Styles & Materials
2.0	Roof Structure Exterior	•					Method of inspection: Top of ladder From the ground (binoculars) The roof style was: Gable Primary roof-covering type: Metal Panel Underlayment/ Interlayment: Black Felt Gutters/downspout material: None Present
2.1	Underlayment	•					
2.2	Roof Flashing	•					
2.3	Roof Drainage System					•	
2.4	Roof and/or Gutter Heat Tape					•	
2.5	Plumbing, Combustion and Roof Vents	•					
2.6	Metal Roof	•					

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

Comments:

2.6 (1) Snow guards/brakes are recommended along the eaves of the roof. These may help to prevent snow/ice from sliding off of the roof and causing physical harm to occupants and/or physical damage to areas of the roof and items below the roof. Consult with a qualified roofing contractor about the options available and what may work best for this home.



2.6



2.6

(2) The metal panel roof had moderate damage visible at the time of the inspection. This damage should be repaired to avoid the possibility of damage to the home structure or materials from roof leakage. HOA

(3) The roof appeared to be at or near the end of its useful life. The Inspector recommends that you consult with the HOA about future replacement.

3. Structure



The General Home Inspection includes inspection of the home structural elements that were readily visible at the time of the inspection. This may include the: foundation; walls; floor structure; and/or roof structure. Soils vary in their stability and ability to support the weight of a structure. Minor cracking is normal with some common foundation materials, is typically limited to the material surface, is not a structural concern, and may not be commented on. Cracking related to soil/foundation movement indicates the potential for present or future structural concerns and will be commented on to the best of the inspector's ability.

Much of the home structure is hidden behind exterior and interior roof, floor, wall, and ceiling coverings, or is buried underground. Because the General Home Inspection is limited to visual and non-invasive methods, this report may not identify all structural deficiencies. Identification of portions of the wall structure not directly visible requires logical assumptions on the part of the Inspector that are based on the Inspectors past experience and knowledge of common building practices.

Upon observing indications that structural problems may exist that are not readily visible, or the evaluation of which lies beyond the Inspector's expertise, the inspector may recommend evaluation or testing by a specialist that may include invasive measures, which would require homeowner permission.

		IN	NI	MD	RR	NP	Styles & Materials
3.0	Floor Structure		•				Foundation
3.1	Foundation	•					Configuration: Concrete Slab-on-Grade
3.2	Insulation	•					Foundation Method/
3.3	Infestation	•					Materials: Poured concrete footings
3.4	Water Intrusion or Moisture Related Issues	•					Main Floor Structure: Not visible
3.5	Radon Gas Mitigation System					•	Radon Mitigation
3.6	Slab-on-Grade	•					System: None present

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

IN NI MD RR NP

Comments:

3.4 The under stairway closet had limited areas of potential minor wood decay and discoloration that appeared to be microbial growth. Confirming the presence of mold would require laboratory analysis. To avoid potential damage to home materials or the development of unhealthy conditions related to mold, the Inspector recommends that the source(s) of potential moisture be identified and the condition corrected.

This is likely the result of water intrusion occurring at the sill plate and siding along the lower edge of the South exterior wall.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



3.4



3.4



3.4



3.4 2/8/2024

3.5 A short-term continuous radon monitoring test was being conducted at the time of the inspection. A testing device was located in the 2nd bedroom

3.6 Foundation construction included a slab-on-grade. Because the General Home Inspection is a visual inspection, inspection of the slab-on-grade foundation is limited by the fact that typically, most of the foundation and slab is hidden underground or by interior floor coverings. Where possible, I inspect that portion of the foundation visible at the home exterior between grade and the bottom of the exterior wall

covering. Shrinkage cracks are often visible and are not a structural concern. It is possible for moisture to enter the foundation through these cracks by capillary action and within the home structure this moisture may cause damage typically detectable only through invasive techniques that lie beyond the scope of the General Home Inspection.

4. Interior



Inspection of the home interior does not include testing for mold, radon, asbestos, lead paint, or other environmental hazards unless specifically requested as an ancillary inspection. Inspection of the home interior typically includes: interior wall, floor and ceiling coverings and surfaces; doors and windows: condition, hardware, and operation; interior trim: baseboard, casing, molding, etc.; permanently-installed furniture, countertops, shelving, and cabinets; and ceiling and whole-house fans.



Family Room



Dining Area



Master Bedroom



2nd Bedroom

		IN	NI	MD	RR	NP	Styles & Materials
4.0	Floors	•					Floor Covering
4.1	Walls	•					Materials: Carpet Tile Wood Laminate
4.2	Ceilings	•					Walls and Ceilings: Drywall
4.3	Doors	•					Interior Doors: Wood Raised Panel
4.4	Windows and Skylights (Interior condition, operation)	•					Window Operation or
4.5	Emergency Egress Openings (Doors & Windows)	•					Style: Sliding
4.6	Steps, Stairways, Balconies and Railings				•		
4.7	Misc. Components: Env. Hazards, etc.				•		
4.8	Smoke Detectors	•					
4.9	Carbon Monoxide Detectors	•					

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

IN NI MD RR NP

Comments:

4.1 "Ghosting" of the wall/ceiling framing components was visible in some areas of the home. This is caused when cold spots on walls and ceilings get damp from condensation, and air-borne dust and smoke particulates cling to the dampness. In this situation, ghosts indicate studs, joists and wall headers which are naturally poor insulators so they tend to be colder than the rest of the wall surface in the winter months. This is commonly seen in homes that have a wood burning fireplace/stove and in homes that do a lot of cooking or even burn candles frequently.

4.3 (1) Sliding closet doors of the 2nd bedroom were not properly installed on the lower track preventing the doors from operating freely.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.


(2) Closet doors of the master bedroom need adjustments to allow for the doors to close fully.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

(3) Entry door of the master bathroom needs minor adjustment to the strike plate to allow the door to latch fully.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

4.4 The Inspector cannot warrant that all (if any) failed double-pane window seals in the home were identified. The symptoms of some failed thermal seals may be visible under certain weather conditions and not visible in other conditions. Further evaluation by a qualified window professional is recommended.

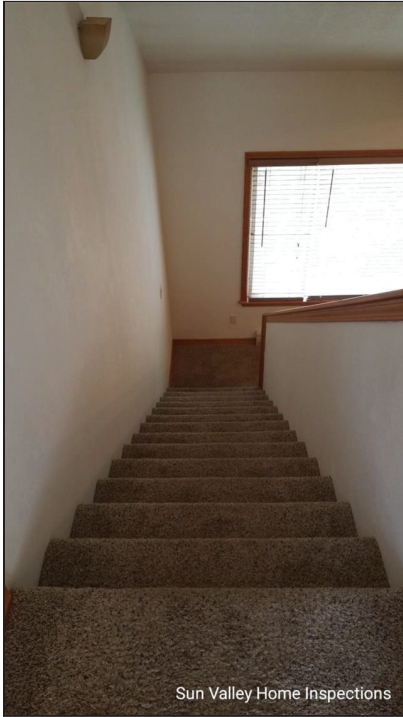
 **4.6** Although it may not have been required at the time of the home's original construction, the stairway did not have a graspable handrail as defined by generally-accepted current standards.

Consider having a graspable handrail installed to make it compliant with modern safety standards:

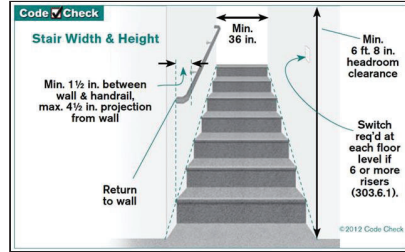
- 1: Measure 1¼ inches to 2 inches across (if circular)
- 2: Be 34 inches to 38 inches above the nosing of stair treads
- 3: Be continuous for the full length of the flight of stairs
- 4: Return to the wall at the top and bottom or terminate at a newel post
- 5: Be a minimum of 1½ inches from the wall
- 6: Have a graspable profile

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

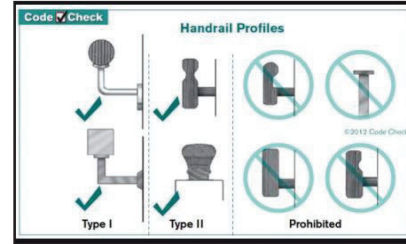
A new rail was installed but the upper and lower terminations of the rail did not return and terminate against the wall.



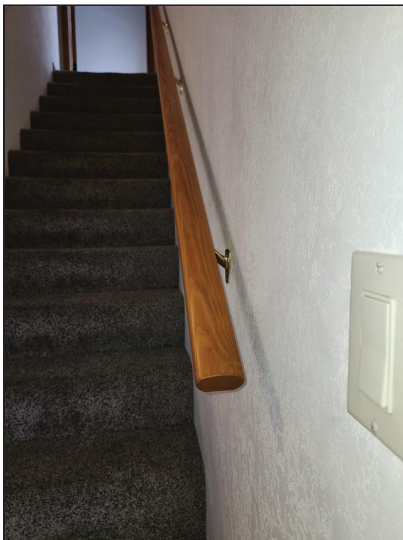
4.6



4.6



4.6



4.6 2/8/2024

4.7 The Inspector observed what appeared to be microbial growth in the 2nd bedroom next to the water heater. Identifying mold requires laboratory testing. When exposed to moisture levels at or above approximately 27% in materials, mold can produce airborne spores. High concentrations of spores can represent a health hazard to those with asthma, allergies, lung disease, or compromised immune systems. At moisture levels below about 27%, mold fungi do not produce spores. Small amounts of mold can be

removed with detergent and a brush and the area treated with a fungicide. Large amounts are typically removed with abrasive materials or encapsulated, depending on the location. The inspector did not observe any signs of elevated moisture content in this area. The source may have been corrected, or the source may be seasonal.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



4.7



4.7



4.7



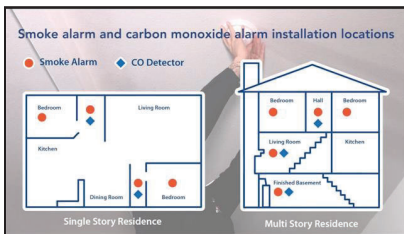
4.7 2/8/2024

4.8 Smoke detectors in the bedrooms appeared to be older and may need to be replaced. According to the National Fire Protection Association, you should replace a detector when it is 10 years old or older. Install new smoke detectors in each hallway, common areas and one inside of each bedroom.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

4.9 No visible Carbon Monoxide detectors were identified in the home. The inspector always recommends installing Carbon Monoxide detectors in a home that has a: gas water heater, furnace, wood/gas fireplace and any fuel-burning appliance. Refer to the installation instructions provided with the CO detector about correct placement.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



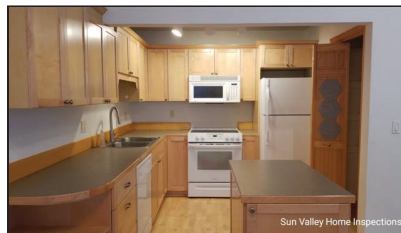
4.9

5. Kitchen and Built-in Appliances



Inspection of kitchens typically includes (limited) operation and visual inspection of the following: wall, ceiling and floor; windows, skylights and doors; range/cooktop (basic functions, anti-tip); range hood (fan, lights, type); dishwasher; Cabinetry exterior and interior; door and drawer; Sink basin condition; supply valves; adequate trap configuration; functional water flow and drainage; disposal; Electrical switch operation; and outlet placement, grounding, and GFCI protection. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable. **Note: Appliances are operated at the discretion of the Inspector.**

The home inspector shall observe and operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and Permanently installed microwave oven. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable.



		IN	NI	MD	RR	NP	Styles & Materials
5.0	Electrical Receptacles, Kitchen	•					Countertop Material: Laminate
5.1	Counters and Backsplash	•					Range/Oven: Electric
5.2	Cabinets	•					Range/Oven Brand: Frigidaire
5.3	Plumbing Drain and Vent Systems	•					Range/Oven Anti-Tip
5.4	Plumbing Water Supply, Faucets and Fixtures	•					Bracket Installed: NO
5.5	Dishwasher	•					Range Hood: Recirculating (removable filter) Lights and fan operable
5.6	Range/Oven				•		Dishwasher Brand: Kenmore
5.7	Range Hood, Cooktop Exhaust	•					Dishwasher Anti-
5.8	Built-in Microwave	•					siphon method: High-loop installed
5.9	Garbage Disposal	•					Garbage Disposal
5.10	Refrigerator	•					Brand: Waste King
		IN	NI	MD	RR	NP	Refrigerator Brand: Kenmore

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

Comments:

5.1 Maintenance Tip: Caulk all open seams along the backsplash and along the sink to prevent moisture intrusion

5.3 The drain/waste line for the kitchen sink was leaking at the time of the inspection. Repairs are needed. I recommend a qualified licensed plumber repair or correct as needed.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

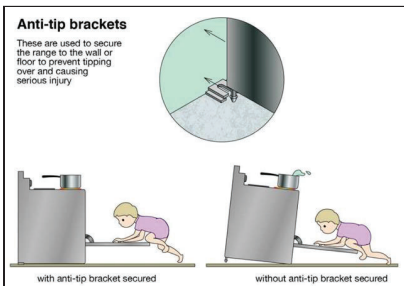


5.3 2/8/2024

5.3

Fi 5.6 The range did not have an anti-tip device installed. This bracket is essential to the safe operation of the range. It provides protection when excess force or weight is applied to an open oven door such as a child standing on the open oven door. The Inspector recommends installation of an approved anti-tip device. Most manufacturers will send you an anti-tip device free of charge.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



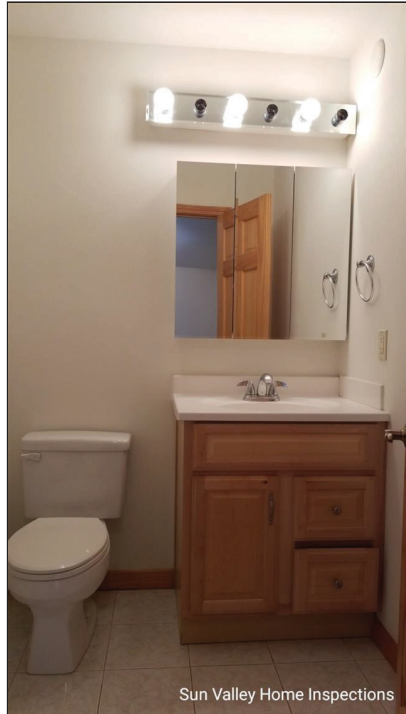
5.6 Anti-tip Bracket

5.9 Maintenance Tip: Odors naturally occur within a garbage disposal over time. To clean and deodorize your disposal: Drop in a 1/2 cup of ice cubes and 1/4 cup of lemon cut into small pieces and/or 1/2 cup baking soda. Turn on the disposal and allow to run for 30 seconds, while the disposal is still running, turn on the cold water to help flush the lemon through the disposal. Run until the disposal is clear. Repeat as often as needed.

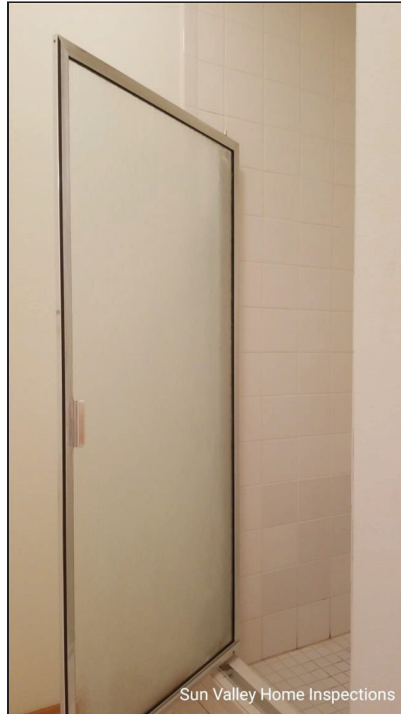
The built-in appliances of the home were inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

6. Bathrooms

Inspection of the bathrooms typically includes the following:walls, floors and ceiling; sink (basin, faucet, overflow); cabinets (exteriors, doors, drawers, undersink); toilet/bidet tub and shower (valves, showerhead, walls, enclosure); electrical (outlets, lighting); and room ventilation



Master Bathroom



Master Bathroom



2nd Bathroom

		IN	NI	MD	RR	NP	Styles & Materials
6.0	Electrical Receptacles, Bathrooms	•					Floor: Tile Wood laminate Countertops: Solid Surface Ventilation: Fan Bathtub: Bathtub with shower Shower: Tiled, Site-Built enclosure
6.1	Counters and Cabinets	•					
6.2	Mirrors	•					
6.3	Bath Hardware (towel bar, hooks, toilet paper holder, mirror)	•					
6.4	Sinks and Faucets	•					
6.5	Ventilation	•					
6.6	Toilet	•					
6.7	Shower	•					
6.8	Bathtub	•					

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

IN NI MD RR NP

Comments:

6.4 (1) In the master bathroom, leaking connection at the sink drain beneath the sink should be repaired to avoid future/additional damage to the cabinet floor and possibly the wall/floor structures below.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers.

We only re-inspect to determine whether or not repairs were performed.



6.4



6.4 2/8/2024

(2) In the 2nd bathroom, leaking connection at the sink drain beneath the sink should be repaired to avoid future/additional damage to the cabinet floor and possibly the wall/floor structures below.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



6.4 2/8/2024

6.4

6.5 Maintenance Tip: Clean the grill cover annually or more frequently as needed to reduce dust accumulation on the exhaust fan. Exhaust fans should be used during bathing and for up to 20 minutes after bathing to properly exhaust the warm moisture-laden air. This will help to prevent mildew and fungal growth from forming on bathroom walls and ceilings.

6.7 (1) Mineral buildup between the tile grout in the master bathroom indicates that water may be getting below the tiles.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



6.7

(2) Several tiles at the shower curb were loose.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

6.8 Maintenance Tip: The joints where the bathtub meets the floor and at the wall surround should be kept sealed with an adequate caulking. This will help prevent moisture intrusion to the underlying surfaces.

7. Laundry Room

In addition to those items typically inspected as part of the interior, inspection of the laundry room includes examination of the following: dryer connections and venting; room ventilation; and provision of proper clothes washer waste pipe.



		IN	NI	MD	RR	NP
7.0	Clothes Dryer/Operation	•				
7.1	Dryer Venting	•				
7.2	Clothes Washer/Operation	•				
7.3	Receptacles, Switches, Plumbing Connections	•				

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

Styles & Materials
Installed Dryer Power
Source:
 Electric
Dryer Vent:
 Corrugated Metal (UL-approved)
Dryer 240-volt electrical receptacle:
 Not visible
Clothes Washer Brand:
 LG
Clothes Dryer Brand:
 SAMSUNG

Comments:

7.0 Clothes dryer was activated and ran through a complete drying cycle on high-heat. No deficiencies in the functional operation were observed at the time of the inspection

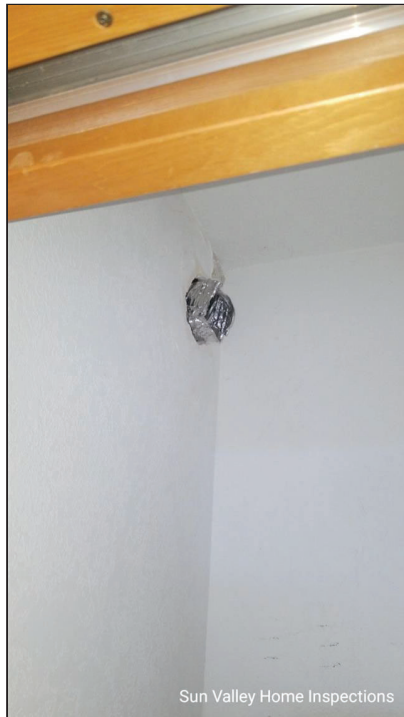
7.1 (1) Maintenance Tip: Check and clean the exterior exhaust vent of the clothes dryer to ensure that the damper works as intended. Cleaning the dryer's built-in lint trap after each cycle will help minimize the amount of lint going through the dryer vent.

(2) The dryer vent was disconnected behind the dryer and should be reconnected to properly route to dryer exhaust to the exterior. Failure to reconnect the vent may result in unsatisfactory condition from excessive humidity and lint accumulation in the home. Excessively high humidity can damage home materials or components and may encourage the growth of microbes such as mold.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



7.1



7.1



7.1 2/8/2024



7.1 2/8/2024

(3) The exterior duct hood/damper of the dryer vent was damaged at the time of the inspection. Replacement is recommended.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



7.1



7.1 2/8/2024

7.2 Clothes washer was activated and ran through a complete wash cycle with hot water. No deficiencies in the functional operation were observed at the time of the inspection

7.3 As a recommended upgrade, consider changing the existing washing machine water supply lines from the current rubber hoses to more durable and burst-resistant stainless steel braided hoses. This type of stainless steel hose has nearly double the PSI rating than those made from rubber and can help prevent costly repairs due to a burst water hose.



7.3

8. Plumbing



Inspection of the plumbing system typically includes (limited) operation and visual inspection of: water supply source (identification as public or private); sewage disposal system (identification as public or private); water supply/distribution pipes; drain, waste and vent (DWV) system; water heater (type, condition and operation); gas system; and sump pump (confirmation of installation/operation).

		IN	NI	MD	RR	NP	Styles & Materials
8.0	Water Supply and Distribution	•					Water Supply Source: Public Water Supply
8.1	Main Water Shut-Off Valve and Location	•					Main Water Supply
8.2	Sewage and DWV Systems	•					Pipe: Copper
8.3	Gas System	•					Main Water Shut-off Device Location: Bedroom 2 closet

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

Water Distribution
Pipes:
Copper

Distribution Pipe

Bonding:
Did not determine

Drain Waste and Vent

Pipe Materials:
Acrylonitrile butadiene styrene (ABS)

Functional Flow:
All plumbing fixtures had functional flow

Functional Drainage:
All plumbing fixtures had functional drainage

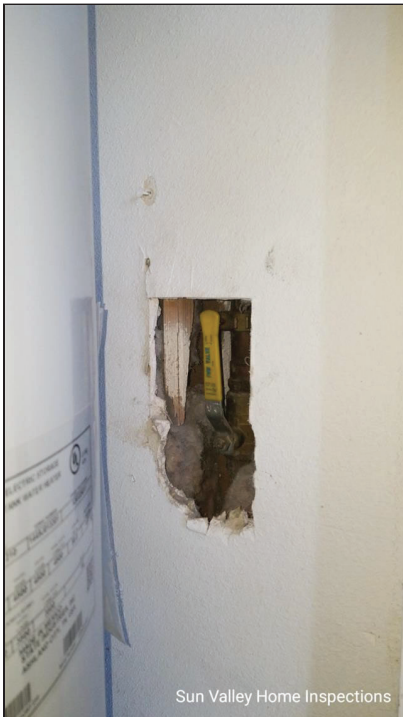
Sewage System Type:
Public

Gas Pipe Material:
Black Steel

Type of Gas:
Natural Gas

Comments:

8.1 The main water supply shut-off valve is located in the 2nd bedroom closet next to the water heater.



8.1

9. Water Heating System(s)

The inspector shall describe: water heater type; location; fuel source; brand; manufactured date. The inspector will inspect: the water heating equipment, including the energy source, water tank piping connections, venting, temperature/pressure-relief (TPR) valves, Watts 210 valves, and seismic bracing; interior water supply, including all fixtures and faucets, by running the water. The inspector shall report as in need of correction: deficiencies in the water supply by viewing the functional flow in two fixtures operated simultaneously.

The inspector is not required to: light or ignite pilot flames; measure the capacity, temperature, age, life expectancy or adequacy of the water heater; turn on electric water heater breakers; inspect anode rods; inspect heating elements.



Sun Valley Home Inspections

		IN	NI	MD	RR	NP
9.0	Electric Water Heater	•				
9.1	Manufactured Date	•				
9.2	Tank	•				
9.3	Plumbing Pipes, Valves (inlet, outlet)	•				
9.4	Hot Water Distribution (at each plumbing fixture)	•				
9.5	Electrical Wiring	•				
9.6	Tank Pan				•	•
9.7	Tank Seismic Strap(s)				•	•
9.8	Temperature Pressure Release Valve (TPR)/Discharge Pipe				•	

Styles & Materials

Water Heater Brand:
STATE
Water Heater
Location:
Bedroom closet
Water Heater Power
Source:
Electric
Water Heater
Capacity:
50 Gallon
Number of Water
Heaters:
1

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

IN NI MD RR NP

Comments:

9.1 Manufactured Date: 2014

According to NAIB 1997 and Freddie Mac 2002, the average life span for an electric water heater is 10-15

years a gas water heater is 15-18 years.

9.2 Maintenance Tip: Drain the tank at least once a year to remove sediment. Replace the anode rod in the tank every 5-10 years. Cleaning the tank annually prolongs the life of the anode rod. If your electric water heater has not been cleaned for years and seems inefficient, check the heating element. Keep the water temperature at 120F to 130F.

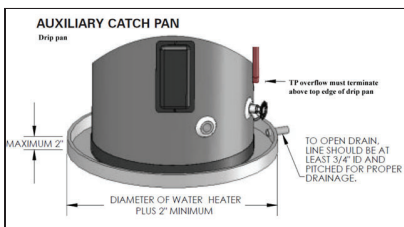
9.3 Actively leaking water visible at the noted cold water pipe/connection of the water heater at the time of the inspection.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



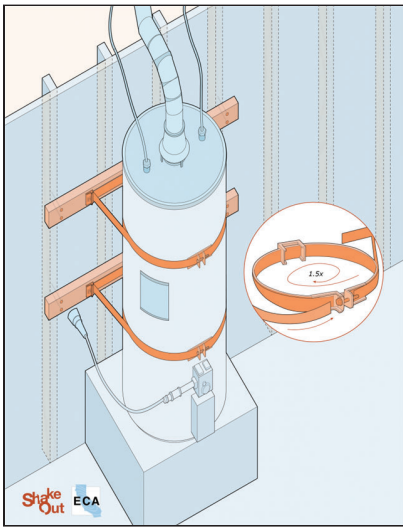
9.3

9.6 Although this water heater was installed in a location in which leakage of the tank or plumbing connections would cause damage, no drip pan was installed. A proper drip pan is recommended to be installed by a qualified plumbing contractor to prevent possible water damage.



9.6 Drain pan

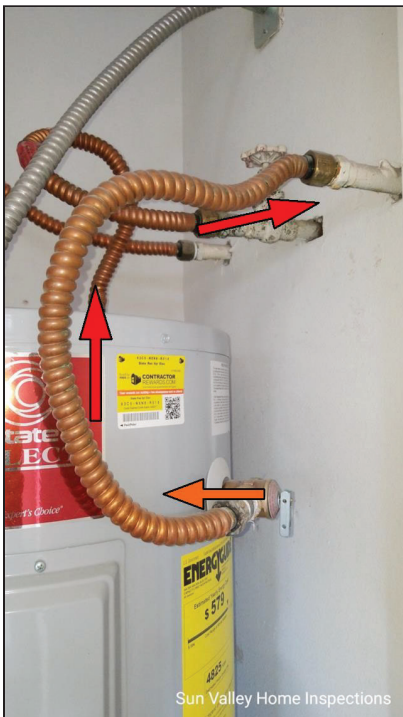
9.7 Water heater lacks seismic straps. Consider installation of this safety feature per modern building standards by qualified contractor. During past earthquakes, water heaters have moved or tipped over if they were not securely anchored to adjacent walls or floors. This movement has resulted in gas line or water line leaks, and electrical wiring damage. Gas line leaks and damaged electrical wiring pose health and fire hazards, and water line leaks can cause significant and costly property damage.



9.7

9.8 The discharge pipe of this water heater temperature/pressure relief (TPR) valve was installed so that it does not allow for the natural flow from gravity to drain any discharged water. The Inspector recommends correction by a qualified contractor. *The TPR valve on water heater needs a 3/4 threaded pipe to drain by gravity and extend within 6 inches of the floor for safety. A properly installed TPR valve and discharge pipe allows hot water to discharge through the device when conditions of excessive pressure, excessive temperature or both occur, and directs the water to a safer location (the floor).*

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



9.8

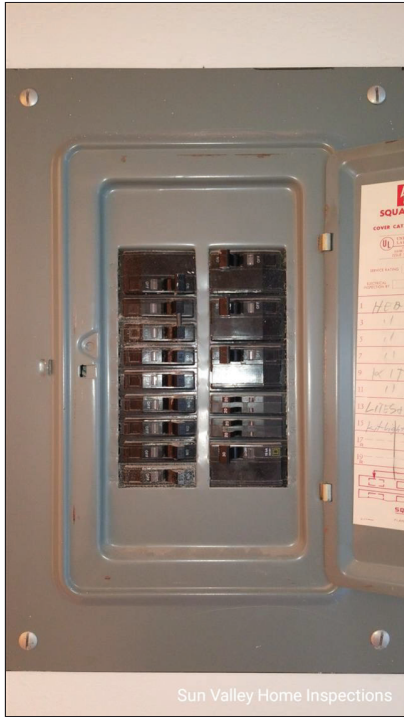
The plumbing in the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed.

10. Electrical

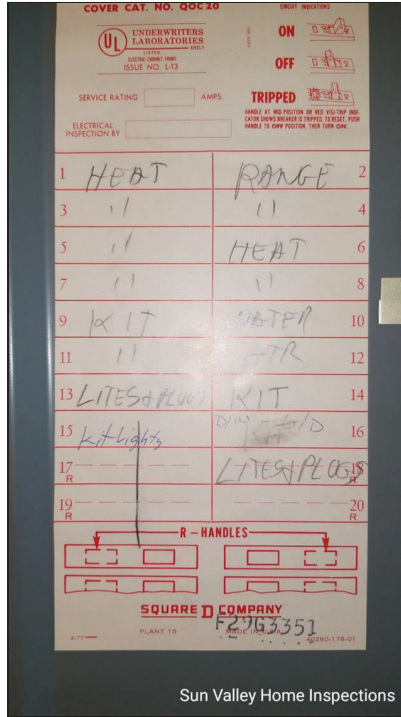


Over the years, many different types and brands of electrical components have been installed in homes. Electrical components and standards have changed and continue to change. Homes electrical systems are not required to be updated to meet newly enacted electrical codes or standards. Full and accurate inspection of electrical systems requires contractor-level experience. For this reason, full inspection of home electrical systems lies beyond the scope of the General Home Inspection.

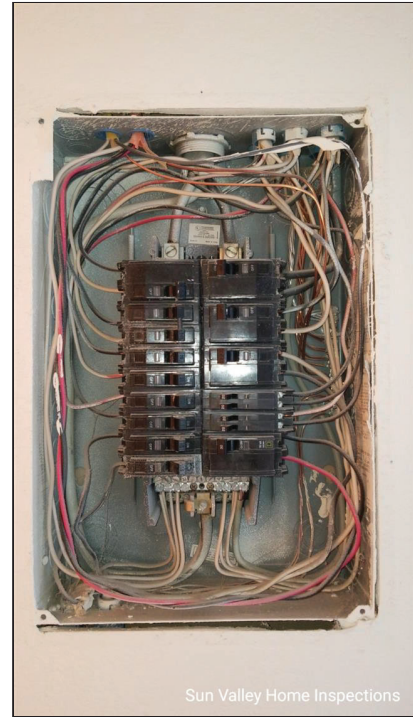
The General Home Inspection is limited to identifying common electrical requirements and deficiencies. Conditions indicating the need for a more comprehensive inspection will be referred to a qualified electrical contractor. Inspection of the home electrical system typically includes visual inspection of the following: service drop: conductors, weatherhead, and service mast; electric meter exterior; service panel and sub-panels; service and equipment grounding; system and component bonding; and visible branch wiring: receptacles (representative number), switches, lighting



Distribution Panel



Circuit Directory, distribution panel



Distribution Panel, interior view

		IN	NI	MD	RR	NP	Styles & Materials
10.0	Electric Meter		•				Electrical Service
10.1	Service Disconnect	•					Conductors: Underground service 120/240 volt service
10.2	Equipment Grounding & Bonding	•					Service Panel Type: Breaker Disconnect
10.3	Distribution Panel Cabinet, Ampacity, and Cover	•					Service Panel
10.4	Distribution Panel Wiring	•					Location: At Electric Meter, exterior
10.5	Electrical Panel Overcurrent Protection Devices	•					Service Disconnect
10.6	Conventional Electrical Receptacles (interior)				•		Location: At Service Panel
10.7	Switches	•					Service Disconnect
10.8	Lighting and Switched Devices	•					Type: Breaker
							Service Disconnect
							Ampacity:

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

IN NI MD RR NP

		IN	NI	MD	RR	NP
10.9	Doorbell			•		

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

100 amps
Distribution Panel
Capacity:
 125 AMP
Distribution Panel
Manufacturer:
 Square D
Distribution Panel
Location:
 2nd Bedroom
Type of Branch Wiring:
 Stranded Aluminum
 Romex
Service OCPD Type:
 Breakers
Ground Fault Circuit Interruptor (GFCI)
Protection:
 YES
Arc Fault Circuit Interruptor (AFCI)
Protection:
 No AFCI Protection, Pre-Dates

Comments:

10.1 No labeling was provided at the electric meters and service disconnects for this building. Accurate labeling should be provided so that the correct Service Disconnect of the home can be identified in an emergency. Consult with the HOA about adding accurate labels to the meters and disconnects.



10.1

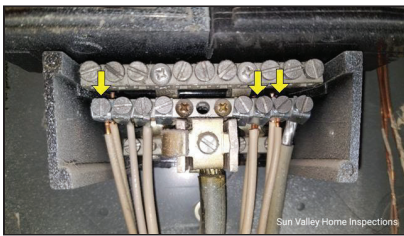
10.3 The Circuit Directory identifying individual electrical circuits was not complete at the distribution panel. The panel should contain a clearly-marked label identifying individual circuits so that in an emergency, individual circuits can be quickly shut off. The Inspector recommends that an accurate Circuit Directory be

installed by a qualified electrical contractor.

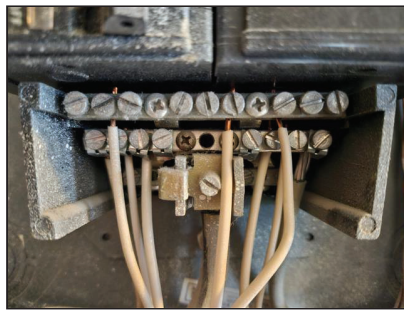
Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

10.4 Several connection lugs on the neutral bus bar were double lugged. Double lugging is where two neutral conductors are connected in the same lug and is an incorrect installation. Each neutral conductor should be under its own connection lug. Although it was generally accepted around the time of the home's original construction, it is recommended that it be corrected to today's safety standards.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



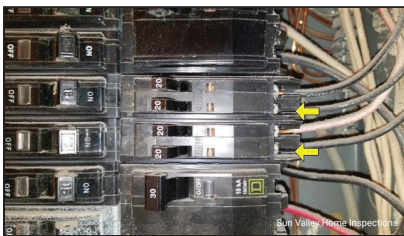
10.4



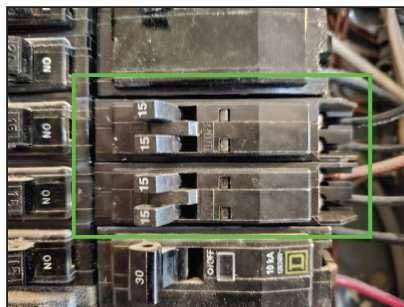
10.4 2/8/2024

10.5 (1) In the Distribution Panel, several branch conductors were connected to a circuit breaker for which the wire size was undersized and insufficient. This defective condition should be corrected by a qualified electrical contractor.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



10.5 Lower of each tandem breaker



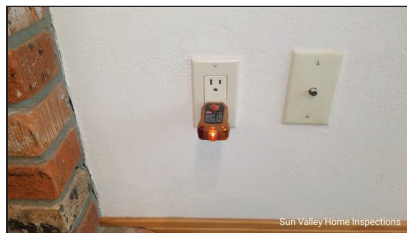
10.5 2/8/2024: New 15 amp breakers installed

(2) The home's electrical service contained Ground Fault Circuit Interrupter (GFCI) breakers and/or receptacles designed to provide protection by shutting off current flow should sensors indicate a difference between incoming and outgoing voltage in outlets at protected circuits.

10.6 An electrical receptacle in the family room had an open ground. Other receptacles in the home were

grounded. This condition should be corrected by qualified electrical contractor.

Re-inspected 2/13/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



10.6 Next to fireplace



10.6 2/8/2024

10.8 Several light fixtures/bulbs in various areas of the home did not respond to the switch. The bulb may need to be replaced or there may be a problem with the switch, wiring or light fixture.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

10.9 The doorbell had a weak response to the button.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

11. Heating



Heating system inspection will not be as comprehensive as that performed by a qualified heating, ventilating, and air-conditioning (HVAC) system contractor. For example: identification of cracked heat exchangers requires a contractor evaluation. Report comments are limited to identification of common requirements and deficiencies. Observed indications that further evaluation is needed will result in referral to a qualified HVAC contractor. The general home inspection does not include any type of heating system warranty or guaranty. Inspection of heating systems is limited to basic evaluation based on visual examination and operation using normal controls. Report comments are limited to identification of common requirements and deficiencies. Observed indications that further evaluation is needed will be referred to a qualified heating, ventilating, and air-conditioning (HVAC) contractor. Inspection of heating systems typically includes (limited) operation and visual inspection of: the heating appliance (confirmation of adequate response to the call for heat); proper heating appliance location; proper or adequate heating system configuration; exterior cabinet condition; fuel supply configuration and condition; combustion exhaust venting; heat distribution components; proper condensation discharge; and temperature/pressure relief valve and discharge pipe (presence, condition, and configuration).



		IN	NI	MD	RR	NP
11.0	Presence of Installed Heat Source in Each Livable Room	•				
11.1	Thermostat	•				
11.2	Electric Baseboard and Electric Resistance Heaters	•				
11.3	Gas Fireplace/Stove	•				

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

Styles & Materials
Heating System Type:
 Electric baseboard heaters
 Electric resistance heater, wall mount
 Gas-Fired Stove
Energy Source(s):
 Natural gas
 Electric
Number of Heat Systems or Types:
 Three

Comments:

11.2 (1) Maintenance Tip: Turn off the heating unit at the circuit breaker first. Then, remove the grill cover and gently vacuum off the heating elements and if applicable the blower fan and interior of the heating unit. This will help to eliminate odors commonly associated with this type of heating equipment. Cleaning the units annually prior to the cold winter months will also help increase the lifespan and efficiency of the units.

(2) Electric baseboard heater located in the 2nd bedroom was loosely attached to the wall. Resecure as needed as a safety precaution.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

(3) Electric baseboard heater located in the master bedroom was loosely attached to the wall. Resecure as needed as a safety precaution.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory.** It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

11.3 (1) The gas stove was activated and checked for installation and functional operation. No deficiencies were observed at the time of the inspection.



11.3

(2) The gas stove is operated with a switch mounted on the unit.

Summary



Sun Valley Home Inspections

**PO Box 1637
Hailey ID 83333
208-481-1969
NACHI # 17051629**

Customer
City of Ketchum

Address
225 Pinewood Ln #C16
Ketchum ID 83340

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling**; or **warrants further investigation by a specialist**, or **requires subsequent observation**. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

General Summary

10.1 Service Disconnect

Inspected

No labeling was provided at the electric meters and service disconnects for this building. Accurate labeling should be provided so that the correct Service Disconnect of the home can be identified in an emergency. Consult with the HOA about adding accurate labels to the meters and disconnects.

Plumber

9.8 Temperature Pressure Release Valve (TPR)/Discharge Pipe

Repair/Replace

The discharge pipe of this water heater temperature/pressure relief (TPR) valve was installed so that it does not allow for the natural flow from gravity to drain any discharged water. The Inspector recommends correction by a qualified contractor. *The TPR valve on water heater needs a 3/4 threaded pipe to drain by gravity and extend within 6 inches of the floor for safety. A properly installed TPR valve and discharge pipe allows hot water to discharge through the device when conditions of excessive pressure, excessive temperature or both occur, and directs the water to a safer location (the floor).*

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Electrician

10.6 Conventional Electrical Receptacles (interior)

Repair/Replace

An electrical receptacle in the family room had an open ground. Other receptacles in the home were grounded. This condition should be corrected by qualified electrical contractor.

Re-inspected 2/13/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

10.9 Doorbell

Marginal Defects

The doorbell had a weak response to the button.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Contractor

1.0 Exterior Doors

Repair/Replace

Latch for the master bedroom exterior door was missing at the time of the inspection preventing the door from securely locking.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

1.7 Wood Siding

Repair/Replace

Wood siding covering exterior walls had damage visible. This condition appeared to be the result of wood decay caused by moisture absorption due to inadequate clearance from grade. Wood siding should have a minimum clearance of 6 inches from grade.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

4.6 Steps, Stairways, Balconies and Railings

Repair/Replace

Although it may not have been required at the time of the home's original construction, the stairway did not have a graspable handrail as defined by generally-accepted current standards.

Consider having a graspable handrail installed to make it compliant with modern safety standards:

- 1: Measure 1¼ inches to 2 inches across (if circular)
2. Be 34 inches to 38 inches above the nosing of stair treads
3. Be continuous for the full length of the flight of stairs
- 4: Return to the wall at the top and bottom or terminate at a newel post
- 5: Be a minimum of 1½ inches from the wall
- 6: Have a graspable profile

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

A new rail was installed but the upper and lower terminations of the rail did not return and terminate against the wall.

4.7 Misc. Components: Env. Hazards, etc.

Repair/Replace

The Inspector observed what appeared to be microbial growth in the 2nd bedroom next to the water heater. Identifying mold requires laboratory testing. When exposed to moisture levels at or above approximately 27% in materials, mold can produce airborne spores. High concentrations of spores can represent a health hazard to those with asthma, allergies, lung disease, or compromised immune systems. At moisture levels below about 27%, mold fungi do not produce spores. Small amounts of mold can be removed with detergent and a brush and the area treated with a fungicide. Large amounts are typically removed with abrasive materials or encapsulated, depending on the location. The inspector did not observe any signs of elevated moisture content in this area. The source may have been corrected, or the source may be seasonal.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Appliance Tech

5.6 Range/Oven

Repair/Replace

The range did not have an anti-tip device installed. This bracket is essential to the safe operation of the range. It provides protection when excess force or weight is applied to an open oven door such as a child standing on the open oven door. The Inspector recommends installation of an approved anti-tip device. Most manufacturers will send you an anti-tip device free of charge.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb

insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Aaron Heugly



Sun Valley Home Inspections

Aaron Heugly

**PO Box 1637
Hailey ID 83333
208-481-1969
NACHI # 17051629**



Reservation Agreement

THIS IS A RESERVATION AGREEMENT AND IS A BINDING CONTRACT

This Reservation Agreement (“**Agreement**”) is entered into this 24th day of January, 2024, between the City of Ketchum, (“**Seller**”) and Matthew McGraw (“**Buyer**”). Seller agrees to reserve for Buyer the Property at 225 Pinewood Lane C16, whose legal description is: Condominium Unit C, Building 16, as shown on the Condominium Map for PARKSIDE VILLAGE CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. 194672, and as defined and described in the Condominium Declaration for PARKSIDE VILLAGE CONDOMINIUMS, recorded as Instrument No. 194673, records of Blaine County, Idaho, pursuant to the following terms:

1. Buyer shall, in conjunction with the execution of this Reservation Agreement, deliver Five Hundred Dollars (\$500) (the “**Reservation Deposit**”) to be deposited in Blaine County Title Company Trust account in favor of Buyer within one (1) business day of acceptance of this Reservation Agreement. The Reservation Deposit is deemed non-refundable unless (a) Seller is unable to perform, (b) unless Buyer is unable to obtain a loan, or (c) if Buyer is in a backup position and is informed that the back-up Reservation in First Position closes. Seller may continue to solicit other Reservation Agreements to purchase this Property and may enter into one or more Reservation Agreements (i.e., back-up reservations).

2. If Buyer elects to convert this Reservation Agreement to a binding Purchase and Sale Agreement, (“**Purchase and Sale Agreement**”), Buyer must do so by delivering Seller’s prepared executed Purchase and Sale Agreement and depositing an additional Five Hundred Dollars (\$500) (“**Earnest Money**”), in addition to the Reservation Deposit, into escrow within three (3) business days of receipt of written notification from Seller/Seller’s agent that the Seller has taken title of the Property. If Buyer does not elect to enter into the Purchase and Sale Agreement within three (3) business days after receipt of Seller’s written notification, the Reservation Deposit shall be disbursed to the Seller, and this Reservation Agreement shall be terminated and Buyer shall have no further right, title, estate or interest in the Property.

3. The purchase price for the Property shall be \$420,000 (Four Hundred and Twenty Thousand dollars) and shall be paid in accordance with the terms of the Purchase and Sale Agreement at Close of Escrow. Seller will put \$30,000 in an account in the name of the Blaine County Housing Authority to be used to pay HOA capital assessments levied for the roof on this unit.

4. Seller shall make available to Buyer an Inspection Report (“**Inspection Report**”) on the Property prior to the execution of this Agreement, or as soon thereafter as the Inspection Report may reasonably be made available to Seller. Seller and Buyer agree that the purchase price for the property, as well as all other terms of the Purchase and Sale Agreement which may rely on the Inspection Report, shall be based on the provided Inspection Report and no other report.

5. The parties hereto acknowledge that this instrument does create a contractual obligation to buy and sell on the part of both the Seller or Buyer upon mutual agreement.

6. This Reservation Agreement may not be assigned by Buyer to another party or entity prior to conversion to a Purchase and Sale Agreement without the express written consent of Seller.

Signatures on the following page.

Seller

Buyer

<p>The City of Ketchum</p> <p>By: _____</p> <p>Name:</p> <p>Title:</p>	<p><i>Matthew McGraw</i></p> <p>_____ Name: Matthew McGraw</p>
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Escrow Agreement

This escrow agreement is by and among Blaine County Title Company ("Escrow Agent,") The City of Ketchum ("Seller,") and Matthew McGraw, the ("Buyer") of the Property at 225 Pinewood Lane C16, Ketchum, Idaho.

Escrow Agent, Seller and Buyer hereby agree that all funds of Buyer and a signed copy of the attached Reservation Agreement shall be placed in an escrow depository at Blaine County Title Company.

.

Dated this _____ day of _____, 20_____.

SELLER: The City of Ketchum

BY: _____

ESCROW AGENT: _____ Title Company

BY: _____

BUYER: BY: _____
 BY: _____

Real Estate Purchase And Sale Agreement



1. Purchase Price \$430,000.00 | Four Hundred Thirty Thousand Dollars And Zero Cents

2. Buyer: _____ City of Ketchum
 Seller: _____ Charles Drew
 Property Address: _____ 225 Pinewood Lane C16
 Legal Description: _____ See Exhibit A
 City: _____ Ketchum County: _____ Blaine State: _____ ID

3. Buyer hereby offers to purchase the above described Property on the following terms and conditions:
Terms The Purchase Price is payable as follows:
 \$ 430,000.00 Cash, cashier's check, loan proceeds, or certified funds at Closing, including Earnest Money
 \$ _____ Seller Financing – See Financing Contingency "Other Financing Terms"
 \$ 0.00 Other – See Financing Contingency "Other Financing Terms"
 \$ 430,000.00 Total Purchase Price – Not including Closing costs

4. Earnest Money \$0.00 | Zero Dollars And Zero Cents
 Form: _____ To be Held By: _____ Other Remarks: Earnest Money shall be in the form of good will,
 Personal Check Listing Broker _____ and not monetary consideration.
 Cashier's Check Selling Broker _____
 Wire Transfer Title Company _____
 Earnest Money to be delivered within three (3) business days, unless otherwise stated, after acceptance of this Agreement and deposited into a trust account upon receipt.

5. Offer Expires On: Date: 2/21/2024 Time: 5pm Mountain Time

6. Closing Date: February 26, 2024 In the event the specified Closing Date is not a Business Day, the Closing shall occur on the next Business Day following the specified Closing Date.
 Possession Date: On Closing date OR Other: _____

7. Responsible Closing Broker: Logan Frederickson / Office: Windermere Real Estate/SV, LLC
 Responsible Closing Agency: Kathy Seal / Title Co: Blaine County Title

8. New Construction or Recent Improvements: Yes No
 If "YES", see Standard Terms, paragraph 6, of this Agreement.

9. Inspection Contingency Yes No

- 1) This offer is contingent upon Buyer's acceptance of the condition of the Property, subject to paragraph 7, below, in writing on or before _____ This Inspection Contingency is intended to provide the Buyer a reasonable opportunity to investigate all material conditions affecting the Property with the expectation that the Buyer will, in good faith, make reasonable inquiry and not rely on the Inspection Contingency to object to conditions that are not material or that relate to Buyer's personal preferences or taste. If Buyer does not provide notice pursuant to paragraph 7, below, on or before the date set forth above, Buyer shall be deemed to have accepted the condition of the Property.
- 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the Property.
- 3) Square footage verification: Buyer is aware that any reference to the square footage of the Property or its improvements has not been verified. Alternative methods of measurement and calculation may vary significantly. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
- 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right acquired with real estate described in this Agreement. Buyer must verify same during the inspection period.
- 5) Buyer to select own professionals with appropriate qualifications to conduct all inspections and verifications.
- 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability arising from such inspections.

Inspection Contingency – Continued

Document # 225/C16BD Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____
 Date of Document: Feb 20, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

Inspection Contingency - Continued

- 7) If Buyer objects to the condition of the Property, Buyer shall, prior to the expiration of the inspection contingency period, give one of the following written notices to Seller:
 - A. Notice of the condition(s) and/or defect(s) to which Buyer objects and declaring this Agreement null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section); or
 - B. Notice of the condition(s) and/or defect(s) to which Buyer objects and Buyer's desired remedy shall be set forth in writing, in which case this Agreement shall remain in effect, subject to sub-paragraph C, below.
 - C. Upon receipt of notice under paragraph B, above, Seller shall have _____ business days (3 if blank) to give Buyer written notice (by signing the Buyer's Contingency Release form) that Seller will correct all such condition(s) and/or defect(s), or identify such condition(s) and/or defect(s) that will or will not be corrected. If Seller does not sign the Buyer's Contingency Release form, or modifies the corrections requested by Buyer, Buyer may, within _____ business days (3 if blank) following Seller's notice period, above, release the contingency in writing in its entirety or as modified by Seller, or this Agreement shall be null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section). In the event the Contingency Release is subject to corrections to be performed by Seller, Buyer shall be entitled to conduct a walkthrough prior to Closing to confirm completion of the agreed upon corrections. Buyer's closing of the transaction shall constitute acceptance of the condition of the Property, unless otherwise stated in writing signed by both parties.
- 8) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

10. CC&R/Association Documents Contingency

Yes No

Buyer shall have the right to review any Declarations, CC&Rs, Plats and/or Owner Association documents impacting the Property.

If Buyer has not released this contingency in writing on or before _____ this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

11. Lead-Based Paint Disclosure / Contingency The Subject Property is "Target Housing" (built prior to 1978)

regarding lead-based paint and/or lead-based hazards, regardless of the source of the lead: Yes No

If "YES", Buyer has been provided with Seller's completed and signed "Disclosure of Information and Acknowledgement: Lead-Based Paint and / or Lead-Based Paint Hazards" ("Disclosure") and a copy of the pamphlet "Protect Your Family From Lead in Your Home" ("Pamphlet"), and one of the following boxes must be checked:

Buyer shall have the unconditional right to cancel this Agreement and shall be allowed ten (10) days to conduct an inspection for lead-based paint hazards. Should Buyer elect to conduct a lead-based paint inspection, a "Lead-Based Paint Inspection Contingency Addendum" shall be attached hereto; OR

Buyer hereby acknowledges receipt of the Disclosure and Pamphlet and hereby waives the right to conduct a lead-based paint inspection.

12. Financing Contingency

Yes No

This offer is contingent upon the Property appraising at no less than the Purchase Price.

This offer is contingent upon Buyer securing the following financing:

Assume Existing Loan:


New Loan: Type of Loan: Conv. , FHA , VA , Other

Amount \$/Percent % _____ Maximum % Rate: _____ Fixed Rate Adj. Rate

Years: _____ Maximum Points: _____ Institutional Lender Private Lender

If FHA or VA, it is expressly agreed that notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the Property, or to incur any penalty by forfeiture of earnest money deposits, or otherwise, unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ _____. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Financing Contingency - Continued

Document # <u>225/C16BD</u>	Buyer's Initials _____	Date _____	Seller's Initials 	Date <u>2/24/24</u>
Date of Document: <u>Feb 20, 2024</u>	Buyer's Initials _____	Date _____	Seller's Initials _____	Date _____



Financing Contingency - Continued

Other Financing Terms: _____

Buyer agrees to make a best effort to obtain such financing and to make written application to the lender within _____ business days after acceptance of this Agreement by both parties. (5 business days if not specified)

Preliminary Approval: Buyer shall, on or before _____ provide Seller with a letter from Buyer's lender evidencing preliminary approval of Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

If Buyer has not released this contingency in writing on or before _____ this Agreement shall terminate. In such case, upon delivery to Seller of written confirmation from the lender or lending institution that a loan is not approved for Buyer at the terms set forth above, the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). In the event no such written confirmation is delivered to Seller within _____ days of the termination under this paragraph, the Earnest Money shall be paid to the Seller (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

13. Sale of Buyer's Property Contingency

Yes No

This offer is contingent on the closing of a sale of Buyer's property located at: _____

Listed with: _____ Listing Agent: _____ Phone: _____

If Buyer has not released this contingency in writing on or before _____

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

14. Seller's Right to Accelerate Buyer's Contingency Releases

Yes No

Should Seller receive another acceptable offer to purchase, prior to the release of all contingencies, or the Sale of Buyer's Property Contingency only, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not release the required contingencies in writing within _____ business days after the receipt of such notice then this Agreement shall terminate and the Earnest Money shall be returned to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). In the event the Buyer does release the contingencies, the Buyer shall proceed to purchase the Property under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable.

15. Other Contingencies

Yes No See Addendum(s)

Property to be cleaned, including carpets and windows, within 3 days prior to closing.

If Buyer has not released this / these contingency(ies) in writing on or before _____ on or before closing this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

Document # 225/C16BD Buyer's Initials _____ Date _____
Date of Document: Feb 20, 2024 Buyer's Initials _____ Date _____

Seller's Initials [Signature] Date 2/14/24
Seller's Initials _____ Date _____



16. Additional Terms

Yes No See Addendum(s)

BUYER acknowledges that SELLER intends to claim this sale as a bargain sale for charitable purposes and BUYER agrees to sign the property receipt acknowledgment on Form 8283 for the SELLER's federal income tax return. BUYER makes no acknowledgment as to the amount of any deduction claimed by the SELLER.

17. Included Items (In addition to Standard Terms, paragraph 4) Excluded Items

Washer, Dryer, Fridge, Oven/Range, Dishwasher, Hood	Personal Property
---	-------------------

18. Title Insurance

Standard Title Insurance - Seller shall make a reasonable effort to furnish to the Buyer a preliminary commitment for title insurance within five (5) business days after acceptance of the Agreement showing the condition of the title to the Property. Buyer shall have five (5) business days from the receipt of the commitment within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title. In the event Buyer objects, Seller shall have five (5) business days, or until twenty-four (24) hours prior to the Closing, whichever first occurs, to make title marketable or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). The Seller shall, within a reasonable time after Closing, furnish to the Buyer a title insurance policy in the amount of the Purchase Price of the Property showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by the Buyer.

Extended and Other Coverage Title Policies – A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against property for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at the time of Closing. However, under Idaho law such potential claims against the property may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title Insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for an extended coverage title policy, there may be other costs involved, i.e., survey or additional Closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage and other coverages that may be appropriate. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

19. Costs To Be Paid By	Appraisal	Standard Title Ins.	Closing Escrow Fee	Assessments	Well Insp.	Septic Insp.	Septic Pumping	Other:
Buyers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sellers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Share Equally	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N / A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
See Addl. Terms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

20. Broker working with Seller

Broker's Name: Logan Frederickson
 Listing Agent: Scott Mary
 Brokerage: Windermere Real Estate/SV, LLC
 Mailing Address: 100 N Main St
 City, State, Zip: Hailey, ID 83333
 Office Phone: 208 788 1700/208-720-0888
 Fax: _____
 E-Mail: scottmary@windermere.com

Broker working with Buyer

Broker's Name: Logan Frederickson
 Selling Agent: Anna Mathieu
 Brokerage: Windermere Real Estate/SV, LLC
 Mailing Address: 100 N Main St
 City, State, Zip: Hailey, ID 83333
 Office Phone: 208 788 1700/ 208 309 1329
 Fax: _____
 E-Mail: AnnaMathieu@Windermere.com

Document # 225/C16BD Buyer's Initials _____ Date _____
 Date of Document: Feb 20, 2024 Buyer's Initials _____ Date _____

Seller's Initials [Signature] Date 2/19/24
 Seller's Initials _____ Date _____



21. REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE

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

Section 1:

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

Section 2:

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

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

22. Standard Terms. All parties are advised to carefully review the following:

1. **Withdrawal of Offer/Counteroffer** – By delivery of a written notice of withdrawal to the office of the broker working with the Seller or Offeree (whether Buyer or Seller), (A) Buyer can withdraw this offer at any time prior to Buyer's receipt of Seller's written acceptance of this Agreement, and (B) an Offeror (whether Buyer or Seller) may withdraw his Counteroffer at any time prior to Offeror's receipt of Offeree's written acceptance of such Counteroffer.
2. **Closing Date** – On or before the Closing Date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing Date.
3. **Closing Costs** – Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.
4. **Included Items** - If present at time of offer, all items attached, including but not limited to, floor coverings, television mounting brackets, satellite dishes, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), built-in dishwasher(s), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto, shall be included in the sale unless otherwise provided herein.
5. **Seller's Property Disclosure** – If required by the Idaho Property Condition Disclosure Act, Idaho Code §55-2501 *et seq.* ("IPCPDA"), Seller shall, within ten (10) calendar days after the execution of this Agreement provide to the Buyer a completed "Seller's Property Disclosure Form" and if Buyer objects to any disclosure therein, Buyer shall have three (3) business days from receipt of the form to provide notice of rescission in accordance with the IPCDA.
6. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser. If applicable, Buyer should obtain such completed forms from the General Contractor. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 *et seq.* regarding the General Contractor Disclosure Statement.

Document # 225/C16BD Buyer's Initials _____ Date _____ Seller's Initials CR Date 2/21/24
 Date of Document: Feb 20, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____



7. **Existing Loans** - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his / her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
8. **Definitions** - "**Business Day**" shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, §67-5302. Business Days extend through 5:00 PM in the time zone in which the Property is located. "**Notice(s)**" shall mean a written document specifying the necessary information. "**Delivery**" shall mean transmittal of information by mail, facsimile transmission, courier, hand delivery, or e-mail, to the addresses stated herein. "**Receipt**" shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. "**Written Acceptance**" shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. "**Signed**" shall mean a document containing the original, facsimile, electronic, photocopied or scanned signature of a party, any of which shall be binding on the signatory.
9. **Counterparts / Facsimile Transmission / E-mail** – This Agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile or email transmitted signatures by signing an original document.
10. **Title Conveyance** – Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of Closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this Agreement.
11. **Default by Buyer** – If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money any unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Notwithstanding the foregoing, if, pursuant to the terms of this Agreement, the Earnest Money has become non-refundable (except in the case of Default by Seller), the receipt of Earnest Money by Seller shall not be considered an election of remedies by Seller and the non-refundable Earnest Money shall not constitute liquidated damages, nor a waiver of other lawful remedies which may be available to Seller; it may, however, be used to offset any damages incurred by Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.
12. **Default by Seller** – It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 7) C of the Inspection Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall refund the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of title insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transaction, as set forth in this Agreement.
13. **Interpleader** – If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money may file an interpleader action in a court of competent jurisdiction, and shall be entitled to recover its attorneys' fees and costs therefore, as provided by Idaho Code § 5-321.

Document # 225/C16BD Buyer's Initials _____ Date _____ Seller's Initials AS Date 2/17/24
 Date of Document: Feb 20, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

14. **Attorney's Fees** – If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.
15. **Risk of Loss** – Prior to Closing of this sale, all risk of loss shall remain with Seller. In addition, should the Property be materially damaged by fire or other cause prior to the Closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
16. **Entire Agreement/Severability/Governing Law** – This Agreement, including all addendums hereto, constitutes the entire agreement of the parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect. This Agreement shall be interpreted and governed by the laws of the State of Idaho.
17. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF HABITABILITY (WHICH PROTECTS BUYERS AGAINST MAJOR DEFECTS WHICH ARE NOT READILY REMEDIABLE AND MAY RENDER A DWELLING UNINHABITABLE) WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, OR QUALITY AS TO THE PROPERTY, OR THE IMPROVEMENTS ON THE PROPERTY, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES.** BUYER: _____ / _____
18. **Time is of the Essence in this Agreement.**
19. **Agent Representations** – The Agents representing the Buyer and Seller in this transaction relay information to Buyers and Sellers that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, avalanche zone, hazardous waste, environmental or health hazards, including, but not limited to, mold and radon, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.
20. **FIRPTA – Tax Withholding at Closing** – The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at Closing, Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at Closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification and hold harmless shall survive Closing of the transaction.
21. **AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

In the event this form is received by electronic transmission and / or email, the parties hereto acknowledge that they have not changed or altered the content of this form template

23. WIRE FRAUD WARNING When wiring funds, never rely exclusively on an email, fax, text, or social media message communication. Always personally call the receiving party to confirm that the transaction instructions are legitimate. Wiring money to a fraudulent address may result in the permanent loss of said funds without recourse and liability for failure to perform your obligations under the contract. The parties hereto agree that in the event a party uses, or authorizes the use of, wire transfers or other electronic transfers of money, that party hereby holds Broker, the Brokerage any of its agents harmless from any and all claims arising out of inaccurate instructions, fraudulent interception of funds, and/or any other damages arising from the transfer process or misappropriation of funds.

Document # 225/C16BD Buyer's Initials _____ Date _____ Seller's Initials [Signature] Date 2/21/24
 Date of Document: Feb 20, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

24. **Buyer(s) Acceptance** Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms and all addendum(s), and having received a copy of this Agreement. 1 # of Addendum(s) attached

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Buyer's Signature		Buyer's Signature	
X _____ Signature	_____ Date	X _____ Signature	_____ Date
Printed Name: _____	_____	Printed Name: _____	_____
Physical Address: _____	City of Ketchum	Physical Address: _____	_____
Mailing Address: _____	PO BOX 2315	Mailing Address: _____	_____
City, State, Zip: _____	Ketchum, ID 83340	City, State, Zip: _____	_____
Home Phone: _____	_____	Home Phone: _____	_____
Business Phone: _____	_____	Business Phone: _____	_____
E-Mail: _____	_____	E-Mail: _____	_____

24. **Seller(s) Acceptance** On the specified date, Seller acknowledges having read this Agreement in its entirety, including the Standard Terms and all addendum(s), and Seller hereby approves and accepts the offer to purchase set forth in the above Agreement

"AS-IS" Subject to attached Counteroffer

Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

Seller's Signature		Seller's Signature	
X _____ Signature	_____ Date	X _____ Signature	_____ Date
Printed Name: _____	Charles Drew	Printed Name: _____	_____
Physical Address: _____	_____	Physical Address: _____	_____
Mailing Address: _____	PO BOX 899	Mailing Address: _____	_____
City, State, Zip: _____	Ketchum, ID 83340	City, State, Zip: _____	_____
Home Phone: _____	208-309-2555	Home Phone: _____	_____
Business Phone: _____	_____	Business Phone: _____	_____
E-Mail: _____	drbuckdrew@icloud.com	E-Mail: _____	_____

EXHIBIT A
LEGAL DESCRIPTION
225 Pinewood Lane C16, Ketchum, ID 83340, Blaine County

Condominium Unit C, Building 16, as shown on the Condominium Map for PARKSIDE VILLAGE CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. 194672, and as defined and described in the Condominium Declaration for PARKSIDE VILLAGE CONDOMINIUMS, recorded as Instrument No. 194673, records of Blaine County, Idaho.



2/4/24

Real Estate Purchase And Sale Agreement



1. Purchase Price \$420,000.00	Four Hundred Twenty Thousand Dollars And Zero Cents
2. Buyer: _____	Matthew Scott McGraw
Seller: _____	City of Ketchum
Property Address: _____	225 Pinewood Ln C16, Ketchum ID 83340
Legal Description: _____	See Exhibit A
City: _____	Ketchum
County: _____	Blaine
State: _____	Idaho

3. Buyer hereby offers to purchase the above described Property on the following terms and conditions:

Terms The Purchase Price is payable as follows:

\$ 420,000.00	Cash, cashier's check, loan proceeds, or certified funds at Closing, including Earnest Money
\$ _____	Seller Financing – See Financing Contingency "Other Financing Terms"
\$ 0.00	Other – See Financing Contingency "Other Financing Terms"
\$ 420,000.00	Total Purchase Price – Not including Closing costs

4. Earnest Money \$1,000.00 | One Thousand Dollars And Zero Cents

Form:	To be Held By:	Other Remarks:
<input checked="" type="checkbox"/> Personal Check	<input type="checkbox"/> Listing Broker	\$500 has been delivered to Blaine County Title with Reservation, \$500 more to be delivered and deposited with Blaine County Title within 3 business days of City purchase.
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Selling Broker	
<input type="checkbox"/> Wire Transfer	<input checked="" type="checkbox"/> Title Company	

Earnest Money to be delivered within three (3) business days, unless otherwise stated, after acceptance of this Agreement and deposited into a trust account upon receipt.

5. Offer Expires On: Date: February 27, 2024 Time: 5pm Mountain Time

6. Closing Date: 45 days after mutual agreement or sooner In the event the specified Closing Date is not a Business Day, the Closing shall occur on the next Business Day following the specified Closing Date.

Possession Date: On Closing date OR Other: _____

7. Responsible Closing Broker: Logan Frederickson / Office: Windermere Real Estate/SV, LLC

Responsible Closing Agency: Kathy Seal / Title Co: Blaine County Title

8. New Construction or Recent Improvements: Yes No

If "YES", see Standard Terms, paragraph 6, of this Agreement.

9. Inspection Contingency Yes No

- 1) This offer is contingent upon Buyer's acceptance of the condition of the Property, subject to paragraph 7, below, in writing on or before _____ This Inspection Contingency is intended to provide the Buyer a reasonable opportunity to investigate all material conditions affecting the Property with the expectation that the Buyer will, in good faith, make reasonable inquiry and not rely on the Inspection Contingency to object to conditions that are not material or that relate to Buyer's personal preferences or taste. If Buyer does not provide notice pursuant to paragraph 7, below, on or before the date set forth above, Buyer shall be deemed to have accepted the condition of the Property.
- 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the Property.
- 3) Square footage verification: Buyer is aware that any reference to the square footage of the Property or its improvements has not been verified. Alternative methods of measurement and calculation may vary significantly. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
- 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right acquired with real estate described in this Agreement. Buyer must verify same during the inspection period.
- 5) Buyer to select own professionals with appropriate qualifications to conduct all inspections and verifications.
- 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability arising from such inspections.

Inspection Contingency – Continued

Document # 225/C16MM	Buyer's Initials _____	Date _____	Seller's Initials _____	Date _____
Date of Document: Feb 26, 2024	Buyer's Initials _____	Date _____	Seller's Initials _____	Date _____

- 7) If Buyer objects to the condition of the Property, Buyer shall, prior to the expiration of the inspection contingency period, give one of the following written notices to Seller:
 - A. Notice of the condition(s) and/or defect(s) to which Buyer objects and declaring this Agreement null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section); or
 - B. Notice of the condition(s) and/or defect(s) to which Buyer objects and Buyer's desired remedy shall be set forth in writing, in which case this Agreement shall remain in effect, subject to sub-paragraph C, below.
 - C. Upon receipt of notice under paragraph B, above, Seller shall have ____ business days (3 if blank) to give Buyer written notice (by signing the Buyer's Contingency Release form) that Seller will correct all such condition(s) and/or defect(s), or identify such condition(s) and/or defect(s) that will or will not be corrected. If Seller does not sign the Buyer's Contingency Release form, or modifies the corrections requested by Buyer, Buyer may, within ____ business days (3 if blank) following Seller's notice period, above, release the contingency in writing in its entirety or as modified by Seller, or this Agreement shall be null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section). In the event the Contingency Release is subject to corrections to be performed by Seller, Buyer shall be entitled to conduct a walkthrough prior to Closing to confirm completion of the agreed upon corrections. Buyer's closing of the transaction shall constitute acceptance of the condition of the Property, unless otherwise stated in writing signed by both parties.
- 8) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

10. CC&R/Association Documents Contingency Yes No

Buyer shall have the right to review any Declarations, CC&Rs, Plats and/or Owner Association documents impacting the Property.

If Buyer has not released this contingency in writing on or before _____ this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement).

11. Lead-Based Paint Disclosure / Contingency The Subject Property is "Target Housing" (built prior to 1978)

regarding lead-based paint and/or lead-based hazards, regardless of the source of the lead: Yes No

If "YES", Buyer has been provided with Seller's completed and signed "Disclosure of Information and Acknowledgement: Lead-Based Paint and / or Lead-Based Paint Hazards" ("Disclosure") and a copy of the pamphlet "Protect Your Family From Lead in Your Home" ("Pamphlet"), and one of the following boxes must be checked:

Buyer shall have the unconditional right to cancel this Agreement and shall be allowed ten (10) days to conduct an inspection for lead-based paint hazards. Should Buyer elect to conduct a lead-based paint inspection, a "Lead-Based Paint Inspection Contingency Addendum" shall be attached hereto; OR

Buyer hereby acknowledges receipt of the Disclosure and Pamphlet and hereby waives the right to conduct a lead-based paint inspection.

12. Financing Contingency Yes No

This offer is contingent upon the Property appraising at no less than the Purchase Price.

This offer is contingent upon Buyer securing the following financing:

Assume Existing Loan:

New Loan: Type of Loan: Conv. , FHA , VA , Other

Amount \$/Percent % 90 Maximum % Rate: 7.5 Fixed Rate Adj. Rate

Years: 30 Maximum Points: 1 Institutional Lender Private Lender

If FHA or VA, it is expressly agreed that notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the Property, or to incur any penalty by forfeiture of earnest money deposits, or otherwise, unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$420,000.00. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Financing Contingency – Continued

Document # 225/C16MM Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

Date of Document: Feb 26, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

16. Additional Terms

Yes No See Addendum(s)

Seller to pay \$30,000 (Thirty Thousand dollars) to the Blaine County Housing Authority (BCHA) at funding/closing for future Home Owner Association (HOA) special/capital assessments for property at 225 Pinewood Lane Unit #C16. Funds will be held by BCHA and specifically be used towards future capital improvement assessments and will be disbursed to HOA at that time.

17. Included Items (In addition to Standard Terms, paragraph 4) **Excluded Items**

Washer, Dryer, Fridge, Oven/Range, Dishwasher, Hood	Personal Property
---	-------------------

18. Title Insurance

Standard Title Insurance - Seller shall make a reasonable effort to furnish to the Buyer a preliminary commitment for title insurance within five (5) business days after acceptance of the Agreement showing the condition of the title to the Property. Buyer shall have five (5) business days from the receipt of the commitment within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title. In the event Buyer objects, Seller shall have five (5) business days, or until twenty-four (24) hours prior to the Closing, whichever first occurs, to make title marketable or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). The Seller shall, within a reasonable time after Closing, furnish to the Buyer a title insurance policy in the amount of the Purchase Price of the Property showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by the Buyer.

Extended and Other Coverage Title Policies – A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against property for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at the time of Closing. However, under Idaho law such potential claims against the property may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title Insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for an extended coverage title policy, there may be other costs involved, i.e., survey or additional Closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage and other coverages that may be appropriate. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

19. Costs To Be Paid By	Appraisal	Standard Title Ins.	Closing Escrow Fee	Assessments	Well Insp.	Septic Insp.	Septic Pumping	Other:
Buyers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sellers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Share Equally	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N / A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
See Addl. Terms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

20. Broker working with Seller

Broker's Name: Logan Frederickson
 Listing Agent: Anna Mathieu
 Brokerage: Windermere Real Estate/SV, LLC
 Mailing Address: 100 N Main St
 City, State, Zip: Hailey, ID 83333
 Office Phone: 208 788 1700 / 309 1329
 Fax: _____
 E-Mail: AnnaMathieu@Windermere.com

Broker working with Buyer

Broker's Name: Logan Frederickson
 Selling Agent: Anna Mathieu
 Brokerage: Windermere Real Estate/SV, LLC
 Mailing Address: 100 N Main St
 City, State, Zip: Hailey, ID 83333
 Office Phone: 208 788 1700 / 309 1329
 Fax: _____
 E-Mail: AnnaMathieu@Windermere.com

Document # 225/C16MM Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____
 Date of Document: Feb 26, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____



21. REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE

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

Section 1:

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

Section 2:

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

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

22. Standard Terms. All parties are advised to carefully review the following:

1. **Withdrawal of Offer/Counteroffer** – By delivery of a written notice of withdrawal to the office of the broker working with the Seller or Offeree (whether Buyer or Seller), (A) Buyer can withdraw this offer at any time prior to Buyer's receipt of Seller's written acceptance of this Agreement, and (B) an Offeror (whether Buyer or Seller) may withdraw his Counteroffer at any time prior to Offeror's receipt of Offeree's written acceptance of such Counteroffer.
2. **Closing Date** – On or before the Closing Date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing Date.
3. **Closing Costs** – Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.
4. **Included Items** - If present at time of offer, all items attached, including but not limited to, floor coverings, television mounting brackets, satellite dishes, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), built-in dishwasher(s), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto, shall be included in the sale unless otherwise provided herein.
5. **Seller's Property Disclosure** – If required by the Idaho Property Condition Disclosure Act, Idaho Code §55-2501 *et seq.* ("IPCD"), Seller shall, within ten (10) calendar days after the execution of this Agreement provide to the Buyer a completed "Seller's Property Disclosure Form" and if Buyer objects to any disclosure therein, Buyer shall have three (3) business days from receipt of the form to provide notice of rescission in accordance with the IPCDA.
6. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser. If applicable, Buyer should obtain such completed forms from the General Contractor. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 *et seq.* regarding the General Contractor Disclosure Statement.

Document # 225/C16MM Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____
 Date of Document: Feb 26, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

7. **Existing Loans** - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his / her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
8. **Definitions - "Business Day"** shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, §67-5302. Business Days extend through 5:00 PM in the time zone in which the Property is located. **"Notice(s)"** shall mean a written document specifying the necessary information. **"Delivery"** shall mean transmittal of information by mail, facsimile transmission, courier, hand delivery, or e-mail, to the addresses stated herein. **"Receipt"** shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. **"Written Acceptance"** shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. **"Signed"** shall mean a document containing the original, facsimile, electronic, photocopied or scanned signature of a party, any of which shall be binding on the signatory.
9. **Counterparts / Facsimile Transmission / E-mail** – This Agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile or email transmitted signatures by signing an original document.
10. **Title Conveyance** – Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of Closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this Agreement.
11. **Default by Buyer** – If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money any unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Notwithstanding the foregoing, if, pursuant to the terms of this Agreement, the Earnest Money has become non-refundable (except in the case of Default by Seller), the receipt of Earnest Money by Seller shall not be considered an election of remedies by Seller and the non-refundable Earnest Money shall not constitute liquidated damages, nor a waiver of other lawful remedies which may be available to Seller; it may, however, be used to offset any damages incurred by Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.
12. **Default by Seller** – It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 7) C of the Inspection Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall refund the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of title insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transaction, as set forth in this Agreement.
13. **Interpleader** – If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money may file an interpleader action in a court of competent jurisdiction, and shall be entitled to recover its attorneys' fees and costs therefore, as provided by Idaho Code § 5-321.

Document # 225/C16MM Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____
 Date of Document: Feb 26, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

14. **Attorney's Fees** – If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.
15. **Risk of Loss** – Prior to Closing of this sale, all risk of loss shall remain with Seller. In addition, should the Property be materially damaged by fire or other cause prior to the Closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
16. **Entire Agreement/Severability/Governing Law** – This Agreement, including all addendums hereto, constitutes the entire agreement of the parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect. This Agreement shall be interpreted and governed by the laws of the State of Idaho.
17. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF HABITABILITY (WHICH PROTECTS BUYERS AGAINST MAJOR DEFECTS WHICH ARE NOT READILY REMEDIABLE AND MAY RENDER A DWELLING UNINHABITABLE) WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, OR QUALITY AS TO THE PROPERTY, OR THE IMPROVEMENTS ON THE PROPERTY, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES.**
BUYER: _____ / _____
18. **Time is of the Essence in this Agreement.**
19. **Agent Representations** – The Agents representing the Buyer and Seller in this transaction relay information to Buyers and Sellers that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, avalanche zone, hazardous waste, environmental or health hazards, including, but not limited to, mold and radon, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.
20. **FIRPTA – Tax Withholding at Closing** – The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at Closing, Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at Closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification and hold harmless shall survive Closing of the transaction.
21. **AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

In the event this form is received by electronic transmission and / or email, the parties hereto acknowledge that they have not changed or altered the content of this form template

23. WIRE FRAUD WARNING When wiring funds, never rely exclusively on an email, fax, text, or social media message communication. Always personally call the receiving party to confirm that the transaction instructions are legitimate. Wiring money to a fraudulent address may result in the permanent loss of said funds without recourse and liability for failure to perform your obligations under the contract. The parties hereto agree that in the event a party uses, or authorizes the use of, wire transfers or other electronic transfers of money, that party hereby holds Broker, the Brokerage any of its agents harmless from any and all claims arising out of inaccurate instructions, fraudulent interception of funds, and/or any other damages arising from the transfer process or misappropriation of funds.

Document # 225/C16MM Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____
 Date of Document: Feb 26, 2024 Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

24. Buyer(s) Acceptance Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms and all addendum(s), and having received a copy of this Agreement. _____ # of Addendum(s) attached

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Buyer's Signature	Buyer's Signature
X _____ Signature _____ Date _____ Printed Name: _____ Matthew Scott McGraw Physical Address: _____ Mailing Address: _____ PO Box 2511 City, State, Zip: _____ Ketchum, ID 83340 Home Phone: _____ 208 721 1897 Business Phone: _____ E-Mail: _____ idsvmatthew@gmail.com	X _____ Signature _____ Date _____ Printed Name: _____ Physical Address: _____ Mailing Address: _____ City, State, Zip: _____ Home Phone: _____ Business Phone: _____ E-Mail: _____

24. Seller(s) Acceptance On the specified date, Seller acknowledges having read this Agreement in its entirety, including the Standard Terms and all addendum(s), and Seller hereby approves and accepts the offer to purchase set forth in the above Agreement

"AS-IS" Subject to attached Counteroffer

Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

Seller's Signature	Seller's Signature
X _____ Signature _____ Date _____ Printed Name: _____ City of Ketchum Physical Address: _____ Mailing Address: _____ PO BOX 2315 City, State, Zip: _____ Ketchum, ID 83340 Home Phone: _____ Business Phone: _____ E-Mail: _____	X _____ Signature _____ Date _____ Printed Name: _____ Physical Address: _____ Mailing Address: _____ City, State, Zip: _____ Home Phone: _____ Business Phone: _____ E-Mail: _____