



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: November 3, 2025 Staff Member/Dept: Carissa Connelly / Housing

Agenda Item: Recommendation to Approve Contract for Services to facilitate sale of Category Local condominiums

Recommended Motion:

I move to approve Contracts with Windermere Real Estate (PO 26053) to facilitate the sale of the Hyperborean Condos for Category Local buyers

Reasons for Recommendation:

- Anna Mathieu, Associate Broker with Windemere, represents the interests of BCHA and ARCH since 2008, and has facilitated the sale of 46 community homes and assists in policy development and program feedback. Full resume is attached.
- Anna is a proven resource for buyers and sellers and all professionals involved in the sale of community homes.
- Anna assisted the City of Ketchum with the purchase of a Charitable Sale with no compensation and has been advising on Hyperborean for a year.

Policy Analysis and Background:

Anna Mathieu is a long-time real estate resource for both ARCH and BCHA. She was on the BCHA Board from 2007 to 2010 and afterwards continued to advise on policy and program development. She is a reliable, extremely knowledgeable resource to BCHA and the City regarding deed restricted historical information and correcting and problem-solving complicated Community Housing sales. She also helped the City through the purchase of the Charitable Sale with no compensation, as a courtesy. Anna has been advising on a wide array of aspects of the Hyperborean since last Thanksgiving, investing a significant amount of time and expertise into the process.

Anna created a continuing education course on Community Housing for real estate professionals, advises Idaho Housing and Finance Association, and is ARCH's real estate agent. She guides appraisers, lenders, HOAs, and title/escrow officers through the ins and out outs of these complicated transactions.

The three condominiums of Hyperborean are set to be sold as Category Local lite. Anna has prepared a marketing plan, will post on MLS, and is amply prepared to represent the City of Ketchum as a client. As such, as with any clients, her responsibilities will include the following:

- Perform the terms of the written agreement with reasonable skill and care
- Promote the City's best interests in good faith, honesty, and fair dealing
- Keep sensitive information confidential even after representation ends
- Properly account for property or money received

- Disclose all known or reasonably knowable adverse material facts
- Be available to present & receive written offers and counter offers
- Assist in negotiating price and terms for the transaction.

In addition, since these homes will be sold with to qualified locals with a deed covenant, Anna provides the following services:

- Applicant qualification: Anna works with the BCHA Program Administrator to ensure that buyers are qualified locals.
- Showings: Coordinates and participates in Open Houses and viewings.
- Meeting: Meets with buyers to help them understand the Deed Covenants and key terms. Anna also meet with lenders and answer any specific real estate-related questions.
- Fair & transparent process: Anna is an experienced agent with these programs and policies, ensuring both the seller and buyer comply with the policies and maintains fairness throughout the process.
- Avoiding legal & administrative delays: Anna plays a crucial role in the proper handling of deed restrictions and helps avoid contract delays, rejected offers, or violations of BCHA policies that could derail the transaction.

A councilmember has expressed interest in contracting with other agents. Given Anna’s extensive experience and knowledge, and the time sensitivity, staff recommend approving the contracts with Windermere. Staff find that – when untrained real estate agents are engaged by sellers or buyers of community homes – it creates greater administrative burden and public frustration due to unmanaged expectations and other misconceptions of the program and restrictions. With Council’s direction, going forward, staff could explore ways of training up BCHA’s program administrators as real estate agents (as some peer communities do) or training other real estate agents, if there is interest.

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds in account
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Attachments:

1. Anna Mathieu, Community Housing Resume 2. Purchase order 26053 3. Contracts and disclosures
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Anna Lutz Mathieu

Community Housing Resume

(208) 309-1329 • AnnaMathieu@Windermere.com

Office Addresses: 180 N Main St., Ketchum & 100 N Main St., Hailey

Experience with Community Housing / Deed Restricted specifically

Deed Restricted Sales: 46

BCHA, City of Ketchum, Ownership and Preservation Program: 19

ARCH, City of Hailey: 26

Market Rate Purchased or Donated for Community Housing: 4

List attached

City of Hailey/ARCH Community Housing Trust Locals Only Pilot

2024 – Present: Assisted in the program design, the deed covenant re-design, and effected the sales for which the CoH and ARCH helped buyers purchase and deed restrict two Hailey properties.

City of Hailey Housing Committee

2023 – Present: Member of Advisory Board

Assist to Idaho Housing and Finance Association

2010 – Present: Occasionally assist with data collection, assist ARCH and the public with programs, provide program feedback.

Blaine County Housing Authority

2007 – 2010: Commissioner

2008 – 2010: Vice Chair

2010 – On and Off: Advisory Board

Participated in re-writes of the Guidelines (now Policies) multiple times over the years.

Consulted with various directors and board members over the years on various aspects.

Realtor for ARCH

2008 – Present

Maintain the wait list of ARCH buyers.

Provide real estate purchase and sale services and advice.

Participate and provide feedback in programs and deed covenants.

Participate in feasibility studies for community housing projects.

Help identify land opportunities.

“Community Housing for Real Estate Professionals”

2008: Co-Creator of a continuing education class E0608, certified by the Idaho Real Estate Commission.

Real Estate Experience

Windermere Real Estate/SV, LLC

2003 – Present

Market Sales: 400 (not counting deed restricted)

2008 – 2010: Myers Financial Group, Idaho/California

Land Acquisition, Entitlement, Market Studies, Tax Management

2004 – 2008: Director of Marketing, Cove Springs Development Inc., Blaine County

Residential Real Estate Development Corporation

Awards

2023, 2021, 2020, 2019, 2018: Idaho Mountain Express: Best Realtor/Team of the Valley

Two-time winner of the Windermere Cup: “Realtor of the Year”

Education

2003: Real Estate Licensee Certification, CSI / IREC

2016: Brokers License AB27381

Additional Certifications: Graduate Realtor Institute, Accredited Buyer Representative

1996: Thunderbird, The American Graduate School of International Management, Arizona

Master of International Management / MBA

Semester at the Thunderbird campus in Archamps, France

1993: University of California at Santa Cruz

Bachelor of Art in Language Studies

Junior year abroad at the Institut d'Etudes Politiques, Université de Grenoble, France

Additional Community Service

2002 – Present: Papoose Club member

President: 2021 – 2022

Vice President: 2022 – 2023, 2017 – 2018

Publicist: 2013 – 2015, 2005 – 2007

Woman of the Year: 2006

2007 – 2010: Government Affairs Committee Member of the Sawtooth Board of Realtors

2006 – 2007: Former Vice Chair of the Hailey Historic Preservation Commission

2005 – 2007: Founding Member of the Wood River Women’s Charitable Foundation

Languages Spoken

Passable Spanish, Fluent French



CITY OF KETCHUM

PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 26053

To: 5723 WINDEMERE REAL ESTATE PO BOX 2307 SUN VALLEY ID 83353	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/28/2025	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	Real Estate Services 54-4410-4200	68,850.00	68,850.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		68,850.00

Authorized Signature



AGENCY DISCLOSURE BROCHURE

EFFECTIVE JULY 1, 2025

THIS IS NOT A CONTRACT!

This document explains the duties a real estate brokerage & its licensees (a Brokerage) owe Idaho consumers, as outlined in the Idaho Real Estate Brokerage Representation Act (Idaho Code 54-2082 - 54-2097). **These duties are required by law!** A Brokerage **CANNOT** modify or eliminate any of them, even with your consent. It is recommended that you review this document **prior to discussing ANY personal information with a Brokerage.**

THE TERM AGENCY refers to the relationship between a Brokerage & consumers in a real estate transaction. The duties you're entitled to during the process depend on the type of relationship you have with a Brokerage. Understanding the relationships is essential in deciding whether you want to be a **CUSTOMER** or a **CLIENT**.

CUSTOMERS

ALL consumers in a real estate transaction are owed the following **CUSTOMER** duties:

- Assist in transactions with honesty, good faith, skill, & care
- Disclose all known or reasonably knowable adverse material facts
- Properly account for property or money received

IF you sign a **Compensation Agreement**, you are **still** a Customer but a Brokerage **MUST**:

- Be available to timely present & receive written offers & counteroffers

AS A CUSTOMER, a Brokerage is **NOT** required to keep your info confidential or promote/protect your interests. If you want those services, you **MUST** sign a Representation Agreement to become a **CLIENT**.

CLIENTS

The duties owed to **CLIENTS** are more extensive. These duties are **ONLY** owed to consumers who have signed a Representation Agreement with a Brokerage.

- | | |
|---|--|
| - Perform the terms of the written agreement with reasonable skill & care | - Disclose all known or reasonably knowable adverse material facts |
| - Promote your best interests in good faith, honesty & fair dealing | - Be available to present & receive written offers & counteroffers |
| - Keep sensitive info confidential even after representation ends | - Assist in negotiating price & terms for the transaction |
| - Properly account for property or money received | |

IF YOU SIGN a Representation Agreement & become a **CLIENT**, you'll need to know what type of options are available. In Idaho, you may be represented under **SINGLE AGENCY** or **LIMITED DUAL AGENCY**.

SINGLE

Under Single Agency, you are a Client & the Brokerage represents you, **AND ONLY YOU**, in your real estate transaction. The entire Brokerage is obligated to promote your best interests. The Brokerage is **NOT** allowed to represent the other party to the transaction.

If you are a **BUYER**, the Brokerage will seek a property for you to purchase with an acceptable price & other terms, and advise you to consult with appropriate professionals.

If you are a **SELLER**, the Brokerage will seek a buyer to purchase your property under acceptable terms, & seek proof of a buyer's financial ability to complete the transaction.

LIMITED DUAL

Limited Dual Agency means a Brokerage represents **BOTH** the buyer & the seller in the same transaction. This may occur if you buy a property listed by the same Brokerage or if the Brokerage finds a buyer for your property. There are **TWO** types of Limited Dual Agency:

WITHOUT ASSIGNED AGENTS

The Brokerage represents both Clients **EQUALLY**, without favoring either. The Brokerage **CANNOT** share confidential information & **MUST** protect both Clients' interests while fulfilling their agreements & duties with skill and care.

WITH ASSIGNED AGENTS

The Designated Broker authorizes an agent to represent each Client. The agents **MUST** protect **their assigned Client's** best interests, & keep Client info confidential. The Designated Broker remains neutral & ensures both agents fulfill their Client duties.



Still have questions? Scan the QR code or visit the website below for consumer resources & common FAQs!

idrealestatehelp.my.canva.site/



BROKERAGE: Windermere Real Estate/SV, LLC

DESIGNATED BROKER: Logan Frederickson **PHONE NUMBER:** 208 788 1700

ACKNOWLEDGMENT OF RECEIPT: Your signature is **ONLY** an acknowledgement that a licensee gave you a copy of this document. This is **NOT** a contract; you are under **NO** obligation to anything by signing.

SIGNATURE: _____ **DATE:** _____

SIGNATURE: _____ **DATE:** _____

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based hazards, regardless the source of the lead (check one below):

☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain):

☐ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

- (b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Buyer's Acknowledgment (initial)

- (c) Buyer has received copies of all information listed above.

- (d) Buyer has received the pamphlet *Protect Your Family From Lead in Your Home*.

- (e) Buyer has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based hazards. See "Lead-Based Paint Inspection Contingency Addendum" attached hereto; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based hazards.

Seller's Agent Acknowledgment (initial)

- (f) Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	_____	Date	_____	Buyer	_____	Date	_____
Seller	_____	Date	_____	Buyer	_____	Date	_____
Seller's Agent	_____	Date	_____	Buyer's Agent	_____	Date	_____



RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025

EDITION



Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 1, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER <u>Jade Riley</u>	DATE _____	BUYER _____	DATE _____
SELLER _____	DATE _____	BUYER _____	DATE _____

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JANUARY 2025 EDITION

RE-25A EXEMPTION- SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Page 1 of 1

Serial#: 040877-400174-5772949

Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700

Form
Simplicity

Real Estate Marketing Agreement



Parties Property Owner(s): _____ City of Ketchum
Broker Name: _____ Logan Frederickson
Brokerage Name: _____ Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: _____ 291 N 2nd Ave #1 _____ Assessor's Parcel #: _____ RPK07900000010
Legal Description: _____ HYPERBOREAN CONDO UNIT 1 _____
City: _____ Ketchum _____ County: _____ Blaine _____ State: _____ Idaho _____

Term of Employment Beginning: _____ October 23, 2025 _____ Expiration: _____ October 23, 2026 _____ unless renewed or extended.
If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.
Contract extended to: _____ Owner's Initials and Date: _____/_____/_____ Broker's Initials and Date: _____/_____/_____

Price \$ 531,250.00 _____ Five Hundred Thirty-one Thousand Two Hundred Fifty Dollars And Zero Cents _____

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____
☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ _____ 6 % of the Gross Sales Price ☐ Other: _____
Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, _____ 3 % of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period:** _____ 90 _____ Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography
☒ Internet w/address ☐ Internet w/o address
If neither internet box is checked, consumers searching the internet will not see this Property.
Seller Acknowledgement: _____ Owner's Initials _____ Owner's Initials: _____
Virtual Office Website: _____ ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description		
Tot. Livable SqFt: 916	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T	
Fin.BsmtSqFt: _____	Constr Type: Stick	Water: City connected	Avalanche: No	
Unfin.BsmtSqFt: _____	Stories: 3	Sewer: City connected	Flood Plain: No	
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: 1,562.80	Hillside: No	
Bdrms: 2 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted	
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD		
Included Items (in addition to paragraph 8 on page 2) Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer		Excluded Items		
Existing or Proposed Assessments		Non-Compliance with Zoning or Codes		
Remarks		Liens or Other Encumbrances		

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

Lead-Based Paint

Owner hereby represents that the Property being listed hereunder ☒ is ☐ is not residential housing built before January 1, 1978.

If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, 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 and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

2 of 4 This Real Estate Marketing Agreement is for the sole use of the members of the Sun Valley Board of REALTORS and is copyrighted as such. Version 9.1 * 7/2024

Serial#: 003424-800176-1168712

Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700

Form
Simplicity

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
- The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
- The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
- The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____/_____
Owner's Initials & Date

_____/_____
Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. 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.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

Other Terms and Conditions

- Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
- Owner/Seller shall commence showing potential buyers from the BCHA database concurrently with marketing. Please copy Anna on communications to database.
- Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
- If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
- List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: \$497,250, High: \$531,250

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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

Property Owner's Signature

X _____
Signature _____ Date _____
Printed Name: _____ Jade Riley
Physical Address: _____ City Administrator, City of Ketchum
Mailing Address: _____ P.O. Box 2315
City, State, Zip: _____ Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: _____ 208.727.5084 Fax: _____
E-Mail: _____ jriley@ketchumidaho.org

Broker's Signature

X _____
Signature _____ Date _____
Printed Name: _____ Logan Frederickson

Property Owner's Signature

X _____
Signature _____ Date _____
Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Agent's Name: _____ Anna Mathieu
Brokerage: _____ Windermere Real Estate/SV, LLC
Mailing Address: _____ 180 N Main St Ketchum, ID 83340
City, State, Zip: _____ 100 N Main St Hailey, ID 83333
Office Phone: _____ (208) 788-1700 Fax: _____ c 208-309-1329
Agent's E-mail: _____ annamathieu@windermere.com



RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025

EDITION



Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 2, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER <u>Jade Riley</u>	DATE _____	BUYER _____	DATE _____
SELLER _____	DATE _____	BUYER _____	DATE _____

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JANUARY 2025 EDITION

RE-25A EXEMPTION- SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Page 1 of 1

Serial#: 035596-600174-5772772

Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700

Form
Simplicity

Real Estate Marketing Agreement



Parties Property Owner(s): _____ City of Ketchum
Broker Name: _____ Logan Frederickson
Brokerage Name: _____ Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: _____ 291 N 2nd Ave #2 _____ Assessor's Parcel #: _____ RPK07900000020
Legal Description: _____ HYPERBOREAN CONDO UNIT 2 _____
City: _____ Ketchum _____ County: _____ Blaine _____ State: _____ Idaho _____

Term of Employment Beginning: _____ October 23, 2025 _____ Expiration: _____ October 23, 2026 _____ unless renewed or extended.
If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: _____ Owner's Initials and Date: _____ / _____ Broker's Initials and Date: _____ / _____

Price \$ 510,000.00 _____ Five Hundred Ten Thousand Dollars And Zero Cents

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____
☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ _____ 6% of the Gross Sales Price ☐ Other: _____
Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, _____ 3% of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period:** _____ 90 _____ Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography

☒ Internet w/address ☐ Internet w/o address
If neither internet box is checked, consumers searching the internet will not see this Property.
Seller Acknowledgement: _____ Owner's Initials _____ Owner's Initials: _____

Virtual Office Website: _____ ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 911	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt:	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt:	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: \$1,554	Hillside: No
Bdrms: 3 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	
Included Items (in addition to paragraph 8 on page 2) Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer		Excluded Items	
Existing or Proposed Assessments		Non-Compliance with Zoning or Codes	
Remarks		Liens or Other Encumbrances	

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

Lead-Based Paint

Owner hereby represents that the Property being listed hereunder ☒ is ☐ is not residential housing built before January 1, 1978.

If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, 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 and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

2 of 4 This Real Estate Marketing Agreement is for the sole use of the members of the Sun Valley Board of REALTORS and is copyrighted as such. Version 9.1 * 7/2024

Serial#: 009873-100176-1169160

Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700

Form
Simplicity

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
- The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
- The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
- The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____/_____
Owner's Initials & Date

_____/_____
Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. 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.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

Other Terms and Conditions

- Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
- Owner/Seller shall commence showing potential buyers from the BCH database concurrently with marketing. Please copy Anna on communications to database.
- Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
- If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
- List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: \$467,500 High: \$510,000

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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

Property Owner's Signature

X _____
Signature Date

Printed Name: Jade Riley
Physical Address: City Administrator, City of Ketchum
Mailing Address: P.O. Box 2315
City, State, Zip: Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: 208.727.5084 Fax: _____
E-Mail: jriley@ketchumidaho.org

Broker's Signature

X _____
Signature Date

Printed Name: Logan Frederickson

Property Owner's Signature

X _____
Signature Date

Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Agent's Name: Anna Mathieu
Brokerage: Windermere Real Estate/SV, LLC
Mailing Address: 180 N Main St Ketchum, ID 83340
City, State, Zip: 100 N Main St Hailey, ID 83333
Office Phone: (208) 788-1700 Fax: c 208 309 1329
Agent's E-mail: annamathieu@windermere.com



RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025

EDITION



Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 3, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER <u>Jade Riley</u>	DATE _____	BUYER _____	DATE _____
SELLER _____	DATE _____	BUYER _____	DATE _____

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JANUARY 2025 EDITION

RE-25A EXEMPTION- SELLER'S PROPERTY CONDITION DISCLOSURE FORM

Page 1 of 1

Serial#: 063647-000174-5773021

Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700

Form
Simplicity

Real Estate Marketing Agreement



Parties Property Owner(s): _____ City of Ketchum
Broker Name: _____ Logan Frederickson
Brokerage Name: _____ Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: _____ 291 N 2nd Ave #3 _____ Assessor's Parcel #: _____ RPK07900000030
Legal Description: _____ HYPERBOREAN CONDO UNIT 3 _____
City: _____ Ketchum _____ County: _____ Blaine _____ State: _____ Idaho _____

Term of Employment Beginning: _____ October 23, 2025 _____ Expiration: _____ October 23, 2026 _____ unless renewed or extended.
If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.
Contract extended to: _____ Owner's Initials and Date: _____ / _____ Broker's Initials and Date: _____ / _____

Price \$488,750.00 _____ Four Hundred Eighty-eight Thousand Seven Hundred Fifty Dollars And Zero Cents _____

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____
☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ _____ 6% of the Gross Sales Price ☐ Other: _____
Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, _____ 3% of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period:** _____ 90 Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography
☒ Internet w/address ☐ Internet w/o address
If neither internet box is checked, consumers searching the internet will not see this Property.
Seller Acknowledgement: _____ Owner's Initials _____ Owner's Initials: _____
Virtual Office Website: _____ ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 906	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt: _____	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt: _____	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: 1,546	Hillside: No
Bdrms: 2 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	
Included Items (in addition to paragraph 8 on page 2) Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer		Excluded Items	
Existing or Proposed Assessments		Non-Compliance with Zoning or Codes	
Remarks		Liens or Other Encumbrances	

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

Lead-Based Paint

Owner hereby represents that the Property being listed hereunder ☒ is ☐ is not residential housing built before January 1, 1978.

If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, 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 and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

2 of 4 This Real Estate Marketing Agreement is for the sole use of the members of the Sun Valley Board of REALTORS and is copyrighted as such. Version 9.1 * 7/2024

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
- The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
- The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
- The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____/_____
Owner's Initials & Date

_____/_____
Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. 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.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

Other Terms and Conditions

- Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
- Owner/Seller shall commence showing potential buyers from the BCHA database concurrently with marketing. Please copy Anna on communications to database.
- Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
- If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
- List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: \$446,250 High: \$488,750

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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

Property Owner's Signature

X _____
Signature _____ Date _____
Printed Name: _____ Jade Riley
Physical Address: _____ City Administrator, City of Ketchum
Mailing Address: _____ P.O. Box 2315
City, State, Zip: _____ Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: _____ 208.727.5084 Fax: _____
E-Mail: _____ jriley@ketchumidaho.org

Broker's Signature

X _____
Signature _____ Date _____
Printed Name: _____ Logan Frederickson

Property Owner's Signature

X _____
Signature _____ Date _____
Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Agent's Name: _____ Anna Mathieu
Brokerage: _____ Windermere Real Estate/SV, LLC
Mailing Address: _____ 180 N Main St Ketchum, ID 83340
City, State, Zip: _____ 100 N Main St Hailey, ID 83333
Office Phone: _____ (208) 788-1700 Fax: _____ c 208 309 1329
Agent's E-mail: _____ annamathieu@windermere.com