

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

SALE NO. 01-005-17

This Commercial Real Estate Purchase and Sale Agreement (the "Agreement") is made effective as of _____, and is made by and between the STATE BOARD OF LAND COMMISSIONERS, by and through the IDAHO DEPARTMENT OF LANDS, whose mailing address is P.O. Box 83720, Boise, Idaho 83720-0050 ("Seller"), and _____, whose mailing address is _____ ("Buyer"), for the purchase and sale of that certain commercial real property located in Ada County, Idaho, with a common street address of 800 E Watertower St., Meridian, Idaho, 83642 (the "Property"), which is more particularly described as:

[Exhibit A, attached hereto and incorporated herein by reference]

1. Purchase Price; Payment. The purchase price for the Property is the amount of the successful bid for the Property at public auction ("Successful Bid"): _____ Dollars (\$ _____), which amount shall be paid in cash or in other readily available funds at close of escrow ("Closing").

1.1 Auction Deposit. At close of auction, Buyer paid to First American Title Company ("Seller's Agent"), by cashier's check, in the amount of Ten Thousand Dollars (\$10,000) ("Auction Deposit"). The Auction Deposit shall be applied at Closing to payment for the Property.

1.2 Buyer's Premium. In addition to the purchase price and all other costs and expenses paid by Buyer, Buyer shall pay at Closing a Buyer's premium in the amount of five percent (5%) of the Successful Bid, unless the Buyer is a government agency, in which case, the Buyer's premium will be three percent (3%) of the Successful Bid.

2. Statement of Non-Collusion. Contemporaneous with the execution of this Agreement, Buyer shall sign under oath a Statement of Non-Collusion in the form of Exhibit B, attached hereto and incorporated herein.

3. Closing. The sale shall be closed in the office of First American Title Company 3540 E Longwing Lane, Ste #230, Meridian, ID 83646 ("Closing Agent"), unless otherwise agreed to in writing by the parties, within sixty (60) days of the close of auction. At Closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "close of escrow" or "Closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for, and disbursed to Seller; and all appropriate documents are recorded and delivered as provided herein or in said document(s).

3.1 Prorations; Closing Costs. Seller, as an agency of the State of Idaho, is statutorily exempt from paying taxes and assessments (except irrigation district assessments pursuant to statute) on the Property. The State cannot be taxed by any County, City or other local governmental or other quasi-governmental entities, such as a water or sewer district related to a prior lessee or owner's use. The County or other governmental or quasi-governmental entities may show past due taxes and/or assessments relating to a prior lessee or owner's use of the Property, and are typically the obligation of the prior owner or lessee. Such taxes and assessments and utilities, and the entities capable of assessing such taxes and assessments are generally identified in the title commitment. If there are past due taxes and/or assessments, or unpaid utilities incurred by a prior owner or lessee of the Property, then the Property is and shall be sold subject to such taxes, assessments and utilities. Buyer shall pay the Closing Agent's closing and escrow fees. Buyer shall also pay all other closing costs, including, but not limited to: 1) recording fees for the cost of recording the State Deed; 2) the cost for title insurance or title insurance cancelation fees, at Buyer's option; 3) lender fees, if any, together with any associated recording fees, if any; and, 4) any other cost, fee or expense which may reasonably be required in order for the transaction to close. All parties shall be responsible to pay their own attorney fees, if applicable.

3.2 Possession. Buyer shall be entitled to possession of the Property upon Closing.

4. Conveyance of Title. Upon Closing, Seller shall execute and deliver to Buyer a State Deed conveying title to the Property in substantially the form of Exhibit C, attached hereto.

5. Risk of Loss; Insurance; Condemnation. Risk of loss of or damage to the Property shall be borne by Seller from the date hereof until the date of Closing. In the event of material loss of, or damage to, the Property, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer shall nonetheless be obligated to purchase the Property on the date of Closing upon the terms and conditions agreed herein. If the damage to the Property is greater than five percent (5%) of the Successful Bid, and Seller is not willing to remedy any such damage or loss, then, at Buyer's option, Buyer may terminate this Agreement; and, in such event, Seller shall return the Auction Deposit to Buyer.

6. Seller's Representations and Warranties. There are no representations or warranties of any kind. Buyer is acquiring the Property "**AS IS**," subject to all existing easements or claims of easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and all other matters. Seller does not guarantee the accuracy of the acreage, if any, identified in the property description. Seller makes no representation or warranty of any kind that the Property is fit for any particular use or purpose.

7. Buyer's Authority. Buyer represents and warrants to Seller that at the date of the execution hereof and at the date of Closing, Buyer, and the person signing on behalf of Buyer, have full power and authority to execute this Agreement and to perform Buyer's obligations hereunder, and if Buyer is a corporation or other legal entity, all necessary authority or appropriate corporate action to authorize this transaction has been taken.

8. Buyer's Acknowledgement. Buyer acknowledges that Buyer was and is responsible for making a thorough inspection of the Property at its own expense, as well as thoroughly researching any information available about the Property and its surroundings prior to the auction and prior to the date of this Agreement. Prior to signing this Agreement, Buyer acknowledges that Buyer or its designee was afforded the right to have an inspection(s) of the physical condition of the Property at Buyer's expense. This Agreement is NOT contingent upon an inspection by Buyer. Buyer has satisfied itself as to the condition of the Property, and no further inspections shall impact Buyer's duty at Closing. Buyer is purchasing the Property on an "**AS IS**" basis without any warranties, express or implied, from Seller. Seller will not make any repair or improvement to the Property. Buyer further acknowledges that Buyer is not relying upon any statement or representation by Seller or by any broker(s) or any other representatives or contractors of Seller which are not expressly set forth in this Agreement.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, IMPROVEMENT, FIXTURE OR CONDITION OF THE PROPERTY OR THE INCLUSIONS, INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE OR MATERIALS THEREON, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT.

Buyer acknowledges that Seller has made no representation of any material fact concerning the Property beyond those expressly provided in this Agreement, that Buyer has had an adequate opportunity to inspect and investigate the Property; and, that Buyer has made a thorough independent examination and inspection of the Property, and is relying solely upon its own examination and inspection thereof. Buyer acknowledges that Seller has made no representation or warranty as to whether there exist any lead-based paint, mold and/or other micro-organisms that may exist upon the Property. Buyer further acknowledges that Seller (including Seller's employees, agents, brokers, and contractors), has made no representation or warranty as to whether the boundary lines of the Property are accurate, nor any representation as to acreage or the number of square feet or frontage of the Property. Buyer acknowledges that any reference to square footage or acreage of the Property is intended to be an approximation only. Buyer has had an adequate opportunity to examine and inspect the boundaries of the Property and will make its own determination as to square footage, and/or frontage, and whether the location of improvements and boundaries are accurate, and Buyer is purchasing the Property in reliance upon its own determination thereof and regardless of whether or not said location of improvements and boundaries are accurate. Seller makes no warranty or representation with respect to the legal description as may be used herein. Buyer acknowledges further that Seller is not responsible, nor liable, to obtain or provide a survey of the Property to Buyer. Accordingly, Buyer is purchasing the Property "**AS IS, WHERE IS**".

9. Property Constitutes Endowment Land. Buyer understands that there is a constitutional limit of the number of acres of endowment lands that a Buyer can acquire. Buyer represents and warrants that upon the acquisition of the Property, Buyer or any party Buyer represents will not have exceeded the constitutional limit of

three hundred and twenty (320) acres of endowment land, or one hundred sixty (160) acres of University endowment land. Contemporaneous with the execution of this Agreement, Buyer executed the appropriate Endowment Land Affidavit or University Endowment Land Affidavit (or both in the case of joint ownership of land by both a State endowment and University endowment) in the form of attached **Exhibit E**, which shall be considered part of this Agreement, and shall survive Closing. If the acquisition of the Property as endowment land exceeds the constitutional limit, then Buyer agrees that Buyer or any party that Buyer represents will forfeit and agree to the following:

9.1 All fees and amounts, if any, paid prior to or at close of auction, including, but not limited to, application fees, appraisal fees, title deposit, and amounts paid for the acquisition of the Property, if any; and

9.2 Any and all amounts deposited or paid at or prior to any Closing of the purchase of the Property, including, but not limited to, any and all recording fees, Closing and escrow fees, and all amounts paid for the Property; and

9.3 Buyer understands that Buyer or the party Buyer represents will forfeit any and all right, title and interest in the Property acquired at Auction, and agrees to execute any document of reconveyance required by Seller.

10. Default; Attorney Fees. Time is of the essence of this Agreement. If Seller defaults hereunder, Buyer shall be entitled to a refund or the return of any deposit or fees paid to Seller pursuant to this Agreement, and Seller shall have no further obligation to Buyer hereunder. If Buyer defaults, then any deposit and all fees paid by Buyer shall be forfeited to Seller as liquidated damages, and upon the forfeiture thereof to Seller, Buyer shall have no further obligation or liability hereunder. In any suit, action or appeal to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein (and on appeal), including reasonable attorney fees.

11. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail or by facsimile. Any notice given by certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by email or telephone. All notices shall be addressed to the parties at the addresses set forth in this Agreement, or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal, (b) three (3) days after mailing by certified mail, or (c) the day facsimile delivery is verified.

12. Counterparts. This Agreement may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same Agreement.

13. General. This is the entire Agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. In the event any term or condition set forth herein is inconsistent with any term or condition set forth in any other document or agreement related to the auction or this Agreement, the terms and conditions of this Agreement shall control. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the state of Idaho. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of, and bind, the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

14. Public Records. This Agreement and all other documents pertaining to the purchase and sale of the Property is subject to disclosure under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126.

15. Assignment. Buyer shall not assign its rights hereunder to any person(s) or entity without the prior written consent of Seller. Seller does not anticipate consenting to any assignment of this Agreement or Buyer's rights hereunder.

16. **Additional Provisions.** Any additional provisions are set forth in the Addendum to this Agreement, if any, which Addendum may be attached hereto, if any, and, if attached, shall be made a part hereof.

17. **Exhibits.** The Addendum, if any, attached hereto, together with each and every Exhibit, if any, attached hereto, are incorporated herein as if fully set forth.

18. **Agency Representation.** Buyer and Seller understand and agree that _____ (leave blank if no independent agent representing Buyer prior to, and as of the date of the execution hereof) is involved in this transaction on behalf of Buyer, and that Mark Bottles, the responsible broker, and agent for Corbett Bottles Real Estate Marketing, LLC, is involved in this transaction on behalf of Seller, and that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement.

REPRESENTATION CONFIRMATION: 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:

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

Section 2:

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

Each party signing this Agreement confirms that he or she has received, read and understood the Agency Disclosure brochure, a copy of which is attached hereto as **Exhibit D**, and has elected 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 OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

[End of text – Signatures follow on next page]

Executed effective the date first set forth above.

SELLER:

IDAHO DEPARTMENT OF LANDS

Date: _____

DUSTIN T. MILLER, Director

Seller's Address:

300 North 6th Street, Suite 103

P.O. Box 83720

Boise, ID 83720-0050

Telephone: 208-334-0200

Facsimile: 208-334-3698

BUYER:

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Buyer's Address:

Telephone: _____

E-mail: _____

Buyer's Agent/Representative Information:

Printed Name: _____

Title: _____

Telephone: _____

E-mail: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Block 1 of Murdoch Subdivision, according to the plat thereof, filed in Book 80 of Plats at Page(s) 8598 and 8599, records of Ada County, Idaho.

DRAFT

EXHIBIT B

STATEMENT OF NON-COLLUSION

The undersigned, as the successful bidder for state lands acquired at public auction on the below date offered for sale by the Idaho Department of Lands ("IDL"), hereby attests that the undersigned has not, nor has anyone to the undersigned's knowledge on the undersigned's behalf, ever intimidated, hindered, prevented or attempted to intimidate, hinder or prevent, any person from: 1) filing an application to lease or to purchase any state lands or to enter any bid for the lease or purchase thereof; or, 2) attending or submitting any bid at any public auction held to lease or purchase any state lands, or any portion thereof.

The undersigned has not offered, on the undersigned's own behalf or on behalf of any other person, firm, partnership or corporation, to accept, nor has the undersigned accepted compensation of any type in exchange for the withdrawal of a bid; or for the withdrawal of an application to bid, lease, or purchase, any state-owned lands or timber, minerals, or other interest; or for foregoing a right to bid at any auction for the sale or lease of any state lands.

The undersigned has not offered to pay or paid, on the undersigned's own behalf or on behalf of any other person, firm, partnership or corporation, compensation of any type in exchange for the withdrawal of a bid; or for the withdrawal of an application to bid, lease or purchase any state-owned lands or timber, minerals, or other interest; or to cause or attempt to cause another person, firm, partnership or corporation to forego a right to bid at any auction for the sale or lease of any state lands.

The undersigned has not and shall not engage in any of the above-stated behaviors or activities over the course of this auction process or through the completion or closing of any disposal of state lands.

The undersigned understands that a false statement by the undersigned in this statement or in any application to lease or bid on any auction to lease or purchase any state lands shall constitute a breach of any lease which the undersigned may have for any state lands as well as a breach of any purchase or acquisition of state lands that the undersigned has acquired or may acquire; and the undersigned understands that any false statement shall constitute a breach of any such lease subject to the immediate termination of any such lease of state lands; and, that any such breach may result in the nullification of any state lands purchased or acquired by the undersigned. The undersigned further understands that a false statement by the undersigned in this statement or in any application to lease or bid on any lease or purchase of any state lands may result in the undersigned's guilt of an offense against the State of Idaho in accordance with Idaho Code § 58-154, and is punishable by a fine of not less than One Hundred Dollars (\$100), or by a fine not exceeding One Thousand Dollars (\$1,000), or by imprisonment in the County jail for not less than three (3) months nor more than one (1) year, or by imprisonment in the state penitentiary for a period not exceeding three (3) years. The undersigned further understands that a false oath shall constitute the crime of perjury against the State of Idaho in accordance with Idaho Code § 18-5409, which is punishable by imprisonment in the state penitentiary for not less than one (1) or more than fourteen (14) years.

BUYER:

Date: _____

(Print Name)

Date: _____

(Print Name)

Subscribed and sworn to before me on the above date, a notary in and for the State of Idaho.

(seal)

Notary for State of Idaho
Residing at: _____
My Commission Expires: _____

EXHIBIT C

STATE OF IDAHO DEED

DEED NO. _____

THIS STATE DEED ("Deed") is made this ____ day of _____, 20__, by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose mailing address is P.O. Box 83720, Boise, Idaho 83720-0050 (hereinafter referred to as "**Grantor**"), and _____, whose mailing address is _____ (hereinafter referred to as "**Grantee**").

WITNESSETH: That Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, release and quitclaim unto Grantee all of Grantor's right, title and interest in and to the following described real property (the "**Property**") situated in Ada County, State of Idaho, to-wit:

[See Exhibit "A", attached hereto]

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

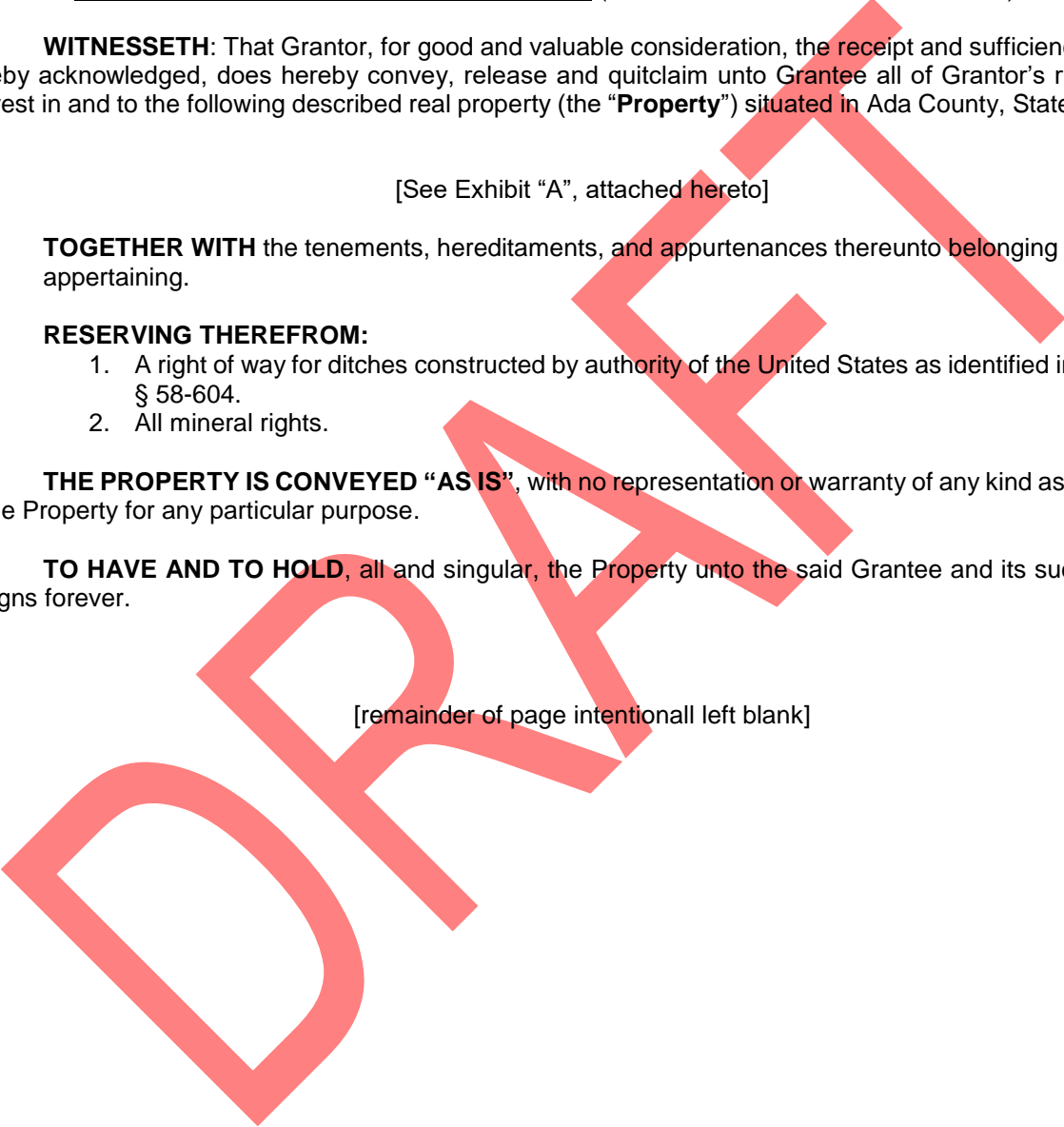
RESERVING THEREFROM:

1. A right of way for ditches constructed by authority of the United States as identified in Idaho Code § 58-604.
2. All mineral rights.

THE PROPERTY IS CONVEYED "AS IS", with no representation or warranty of any kind as to the fitness of the Property for any particular purpose.

TO HAVE AND TO HOLD, all and singular, the Property unto the said Grantee and its successors and assigns forever.

[remainder of page intentionall left blank]



IN WITNESS WHEREOF, I, **BRAD LITTLE**, the Governor of the State of Idaho and President of the State Board of Land Commissioners, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the State Board of Land Commissioners to be hereunto affixed, this ____ day of _____, 20__.

Governor of Idaho and President of the
State Board of Land Commissioners

COUNTERSIGNED:

Secretary of State

Director, Department of Lands

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, in the year 20__, before me a Notary Public in and for said State, personally appeared **BRAD LITTLE**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, and **LAWERENCE E. DENNEY**, known to me to be the Secretary of State of the State of Idaho, and **DUSTIN T. MILLER**, known to me to be the Director of the Department of Lands of the State of Idaho, who executed the said instrument and acknowledged to me that such State of Idaho executed the same.

Notary Public for the State of Idaho
Residing at: _____
My Bond expires: _____

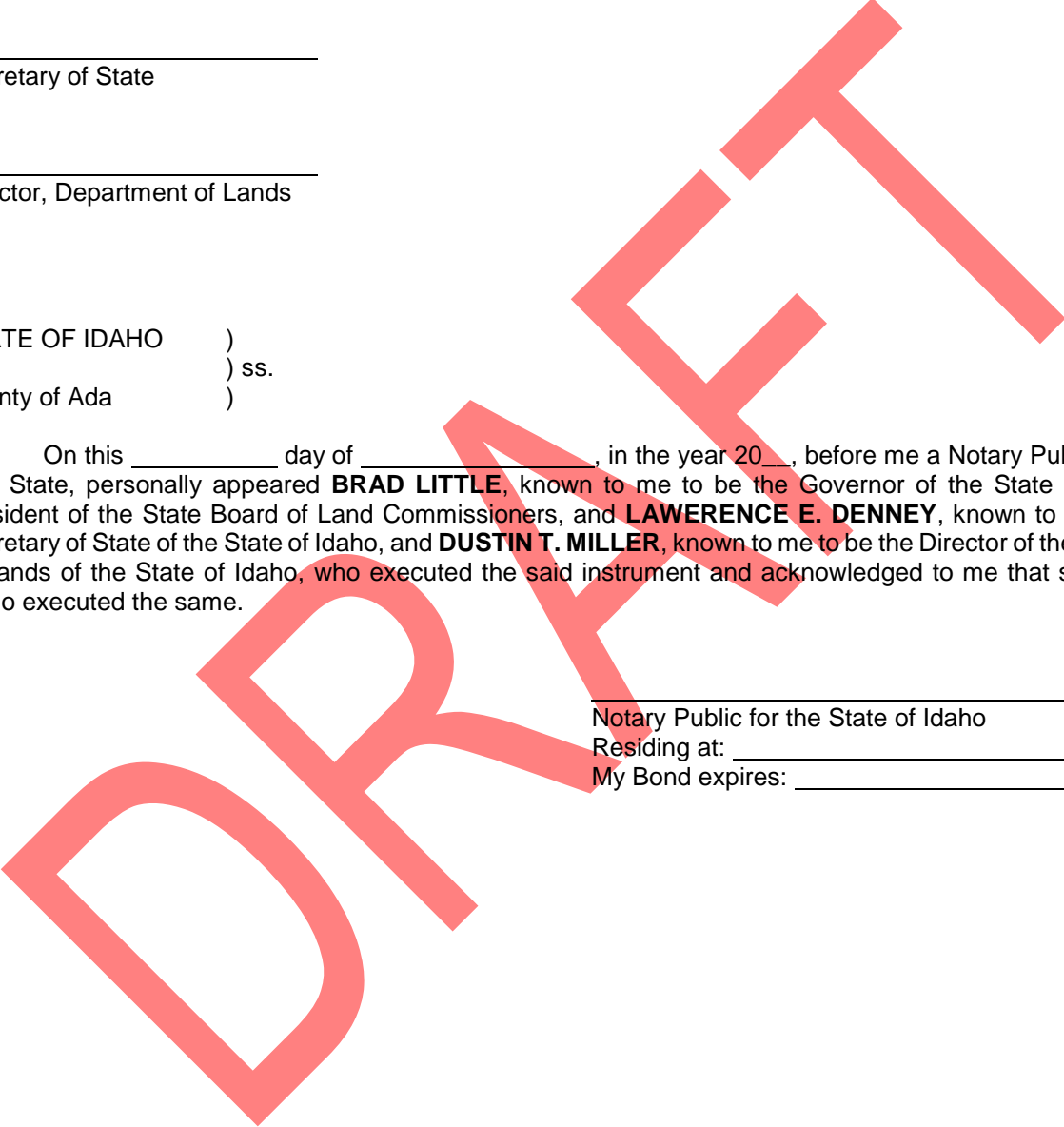


EXHIBIT D
AGENCY DISCLOSURE BROCHURE

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions



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



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

Effective July 1, 2017

Right Now You Are a Customer

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

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

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

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

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

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

You May Become a Client

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

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

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

A "Sold" price of property is not confidential client information, for either buyers or sellers, and may be disclosed by a licensee.

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

Agency Representation (Single Agency)

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

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

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

Limited Dual Agency

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

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

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

What to Look For in Any Written Agreement with a Brokerage

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

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

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

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

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

The licensee who gave you this brochure is licensed with:

Name of Brokerage: _____ Phone: _____

RECEIPT ACKNOWLEDGED

Rev 07/01/17

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

Signature _____ Date _____

Signature _____ Date _____

EXHIBIT E
ENDOWMENT LAND AFFIDAVIT



ENDOWMENT LAND AFFIDAVIT

STATE OF IDAHO)
)ss.
County of ADA)

I, _____, desire to purchase Article IX, § 8 (Idaho Constitution), State Endowment land ("State Endowment Land") from the State Board of Land Commissioners, acting by and through the Idaho Department of Lands ("IDL"), which State Endowment Land is described as follows:

IDL SALE NO.: 01-005-17

LEGAL DESCRIPTION:

[Exhibit A, attached hereto]

LOCATION: The physical location of the State Endowment Land is 800 E Watertower St., Meridian, Idaho, 83642.

STATE ENDOWMENT LAND: The State Endowment Land is further specifically identified as the following type of State Endowment Land (checked):

- Agricultural College
- Other (Charitable/Education/Penal/Reformatory Institutions)
- Penitentiary
- Capital Permanent
- Public Schools
- Scientific School
- State Mental Hospital
- State Normal Schools

The State Endowment Land is being offered at public sale auction ("Auction") at the Meridian City Hall located at 33 E Broadway Ave., Meridian, Idaho 83642. The auction will be held May 31, 2019.

Prior to this time, I have (or the person I represent has) purchased ___ acres of other State Endowment Land.

If I am the successful bidder at this Auction, the aggregate amount of State Endowment Land that I have purchased from the State of Idaho, including the State Endowment Land purchased at this Auction, will not exceed three hundred twenty (320) acres.

I am not acting as agent or representative for any person-in-interest who will have purchased in excess of three hundred twenty (320) acres of State Endowment Land if such person, whom I represent, is the successful bidder at this sale. If I am acting as an agent or representative, the person I am representing is _____, and I am fully authorized by said person to submit this Affidavit and information on said person's behalf, and to bind said person as set forth herein.

I understand, promise and agree that if I, or the party I represent, exceed the three hundred twenty (320) acre limitation as a result of this Auction, I or the person I represent will forfeit the following:

- 1. All fees and amounts paid prior to or at close of auction, including, but not limited to, application fees, appraisal fees, title commitment cancellation fees; and**
- 2. Any and all amounts deposited or paid at or prior to any closing of the purchase of the State Endowment Land, including, but not limited to, any and all recording fees, closing and escrow fees, and all amounts paid for the State Endowment Land.**

I further understand, promise and agree that I or the person I represent will forfeit any and all right, title and interest in the State Endowment Land acquired at Auction, and agree to execute any document of reconveyance required by IDL.

I submit this Affidavit with the expectation that the State Land Board rely on this information for the disposal of State Endowment Land in accordance with its constitutional and fiduciary duties.

I do solemnly swear and affirm that all statements provided herein are true and correct and in no way misleading or inaccurate.

Dated: _____ [print name]

Dated: _____ [print name]

STATE OF IDAHO)
)ss.
County of ADA)

On this ____ day of _____, 20__, before me a notary public in and for said state, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(seal)

Notary Public for State of: _____
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of ADA)

On this ___ day of _____, 20___, before me a notary public in and for said state, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(seal)

Notary Public for State of: _____
Residing at: _____
My Commission Expires: _____

DRAFT