



Maverick Towers/Loucks

CU2022-0022

Hearing Examiner

August 17, 2022

Late Exhibits



- Exhibit 5a: A letter of opposition from Jerry Sherwood and Anna Wikoff. It states that radio frequency radiation is harmful to children and animals.
- Exhibit 5b: A letter of opposition from various property owners. It states that the tower would be harmful to migratory birds, property values, and crop dusting pilots, and that the applicant provided outdated health information at the neighborhood meeting.
- Exhibit 5c: A letter of support from Joshua J. Leonard. It states that cell towers do not decrease property values.
- Exhibit 5d: Slides on Drive Test Analysis from the applicant.
- Exhibit 5e: A letter of opposition from Mark Steinmeyer. It states that the cell tower will negatively impact the skyline and that long term effects of 5G exposure have not been studied enough.
- Exhibit 5f: A letter of support from Joshua J. Leonard. It argues specifically against many of the points made in Exhibit 5b.

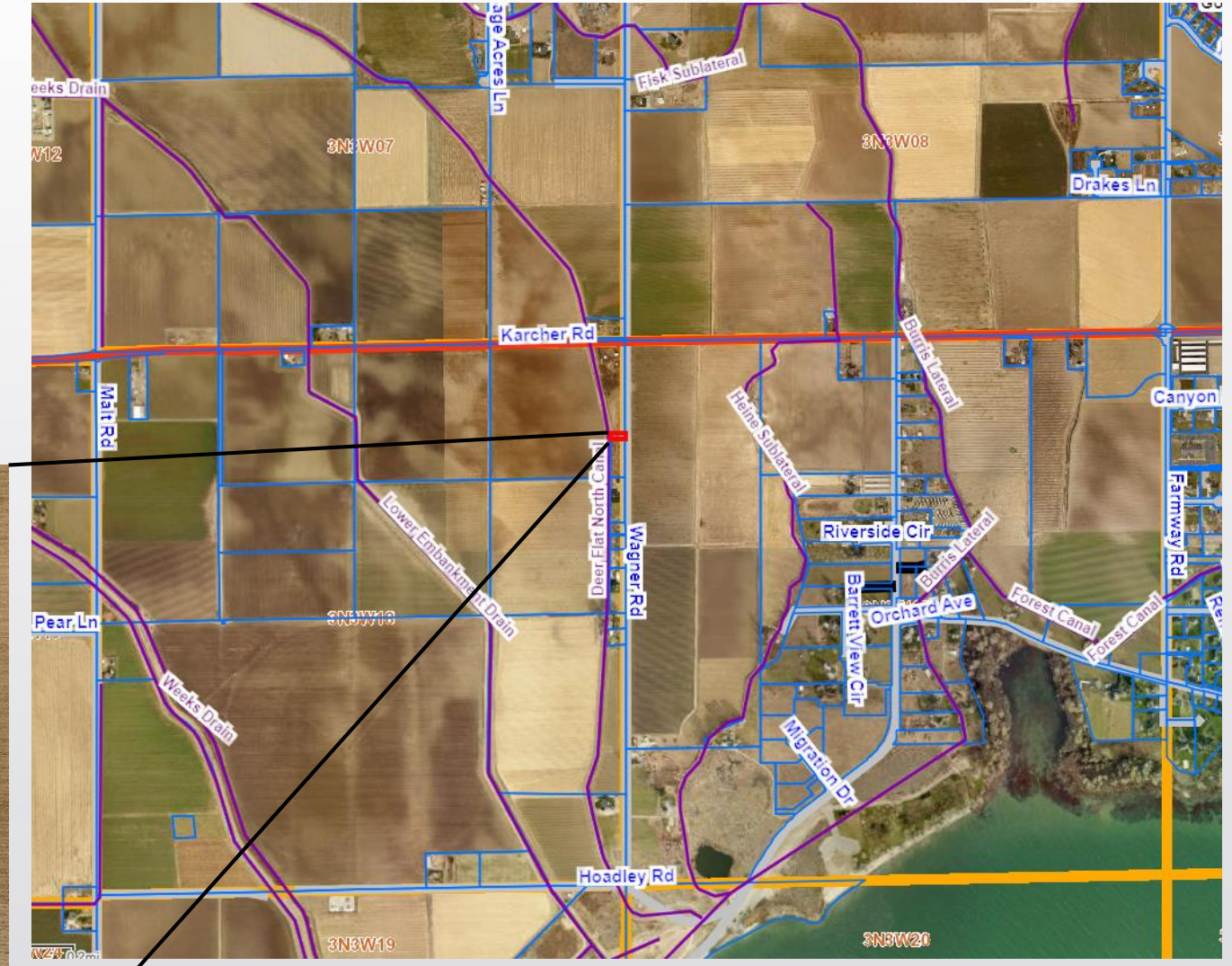
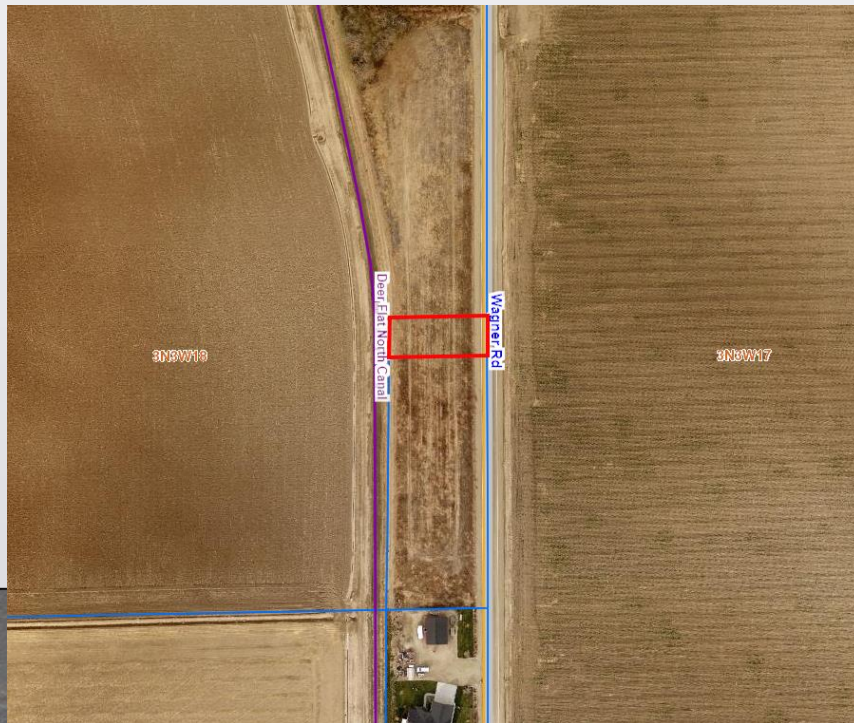


Request

- Andy Cockell with Maverick Towers, LLC, representing Lamon & Melissa Loucks, is requesting a conditional use permit to allow the installation and operation of an unmanned telecommunications facility.

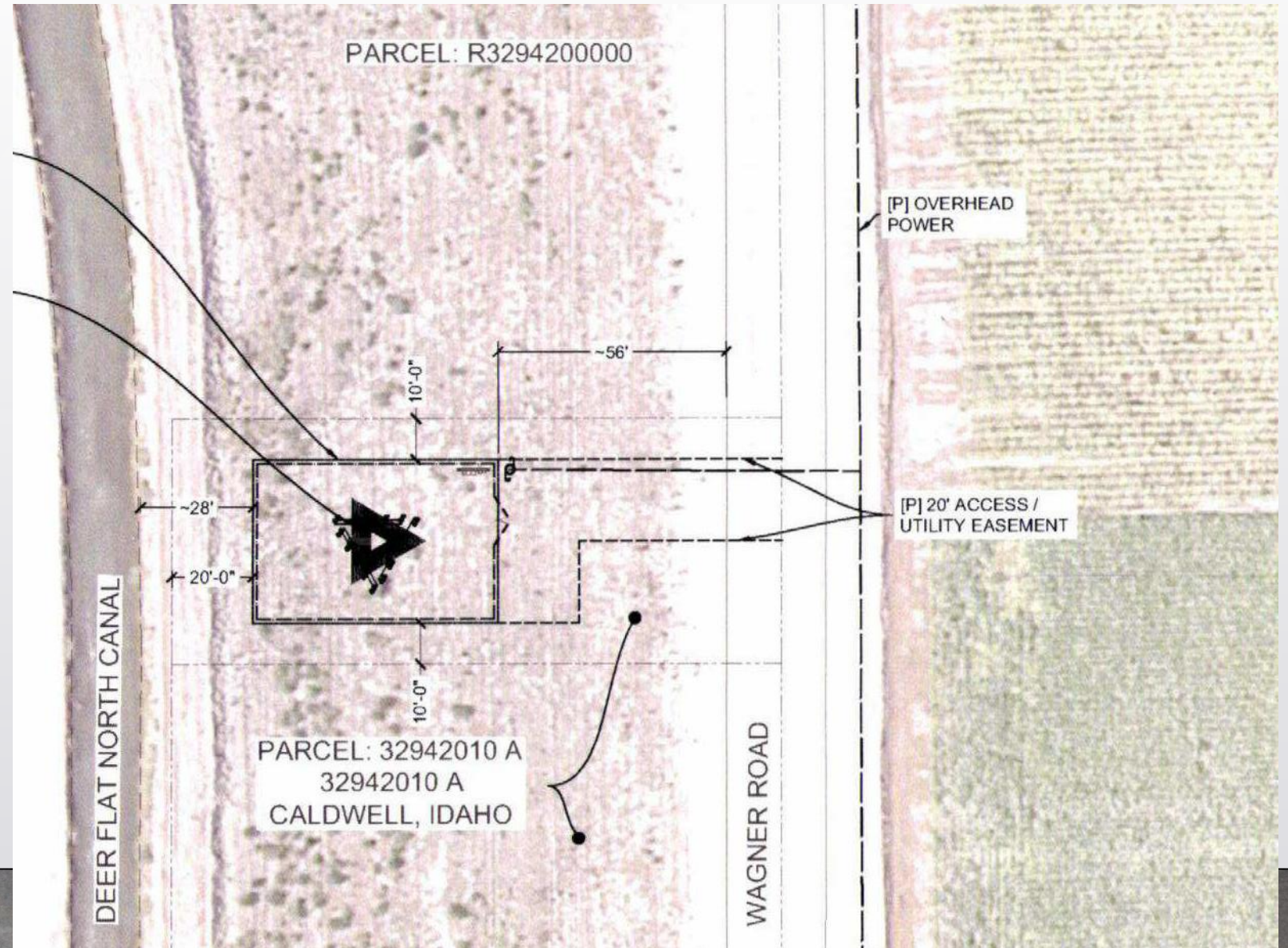
Location

The subject property is Parcel R32942010A, located near 15775 Wagner Rd, Caldwell.



Site Plan

- Height: 199 ft.
- Fenced area: 2,400 sq. ft.
- No lighting is proposed





Site Photos – Facing West



Site Photos – Facing North





Site Photos – Facing East





Site Photos – Facing South





Staff Analysis

The use is consistent with the following Canyon County Comprehensive Plan goals & policies:

Chapter 1. Property Rights

Policy 1. No person shall be deprived of private property without due process of law.

Chapter 2. Population

Policy 1. Provide the planning base for an anticipated population of 225,503 by the year 2015, and 242,908 by the year 2020.

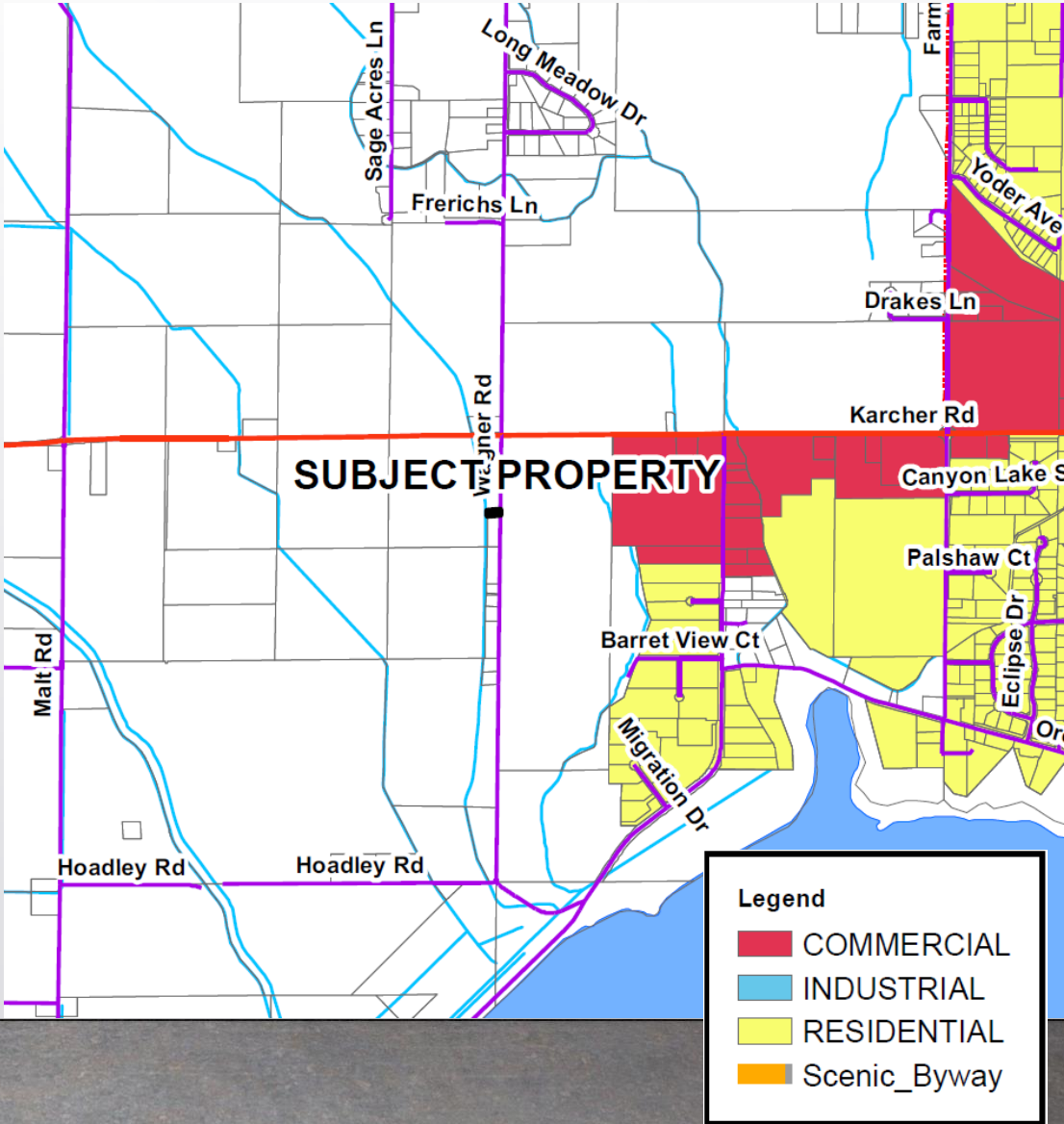
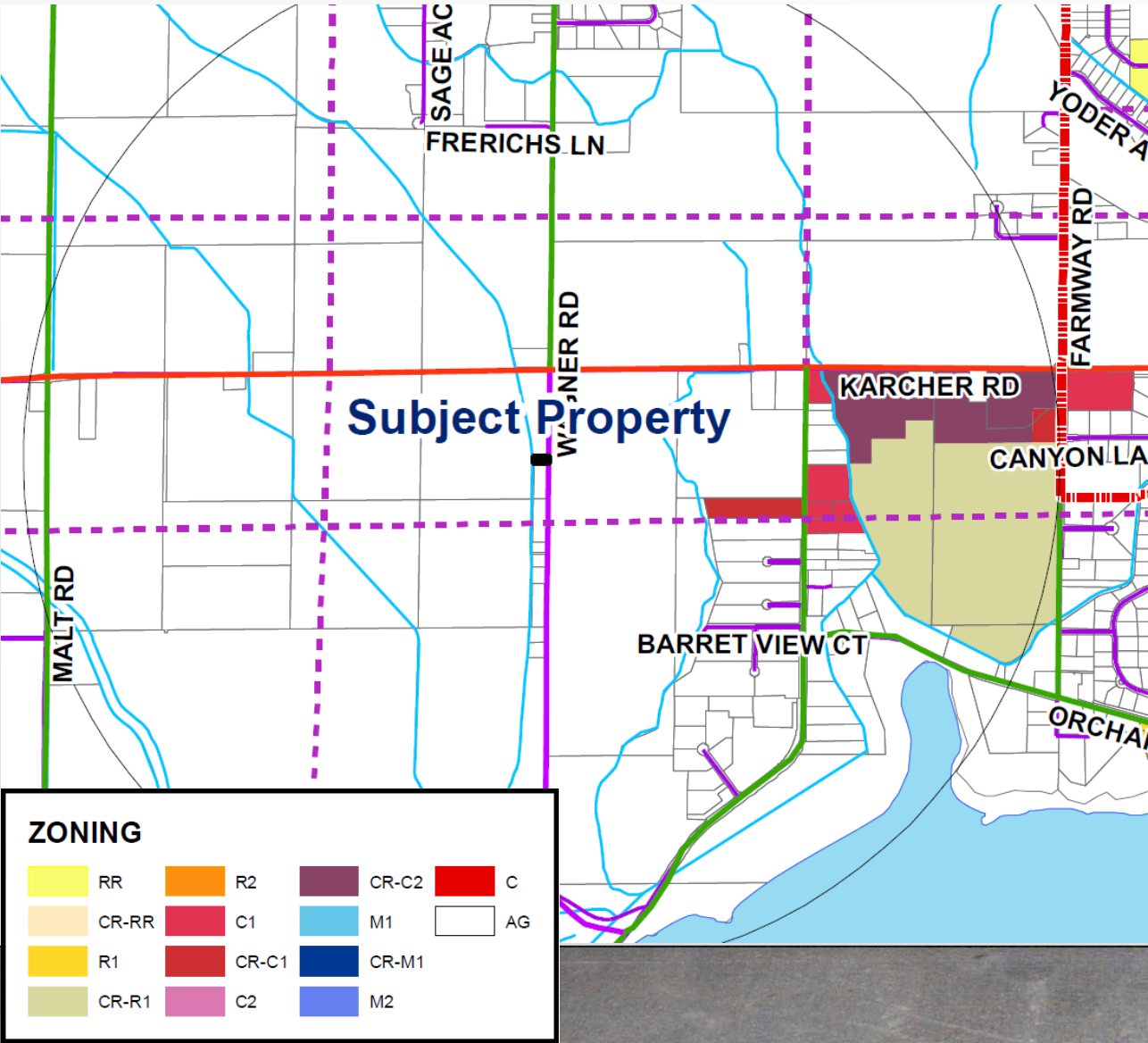
Chapter 8. Public Services, Facilities and Utilities Component

Goal 1. Canyon County will endeavor to provide public services and facilities related to solid waste management, emergency medical service, development review, law enforcement, community health and other services for which it is responsible in a fair, efficient and professional manner.

Policy 1. Continue to evaluate and improve the delivery of the public services it provides.

Staff is recommending **approval** of the application and has provided findings of fact, conclusions of law and conditions of approval for the Hearing Examiner's consideration found in Exhibit 1.

Current Zoning and Future Land Use





Facilities

- The unmanned facility does not require water/wastewater services or connection to irrigation.
- Based on the applicant's letter of intent, the proposal will not impact facilities and shall develop in accordance with agency and county regulations.



Access

- An access permit from Canyon Highway District No. 4 is required prior to issuance of a building permit. The parcel has frontage on Wagner Road, a public road.



Agency Comments

- Canyon Highway District No. 4 (Exhibit 4a) – They provided an email stating “An access permit from CHD4 is required for construction of any new, or modification to any existing access to Wagner Lane to serve the subject property.”
- Boise Project Board of Control (Exhibit 4b) – They provided a letter stating that they are contracted to operate and maintain the Deer Flat North Canal (which is on the west property line). They assert the easement 30-ft to the west and east of the centerline. The easement must remain unobstructed.



Hearing Examiner Decision Options

- The Hearing Examiner may **approve** the conditional use permit as conditioned and/or amended;
- The Hearing Examiner may **deny** the conditional use permit and direct staff to make findings of fact to support this decision; or
- The Hearing Examiner may **continue the discussion** and request additional information on specific items



Staff Recommendation

- Staff recommends the Hearing Examiner open a public hearing and discuss the proposed Conditional Use Permit.
- Staff is **recommending approval** of the request and has provided findings of fact, conclusions of law, and recommended conditions of approval for the Hearing Examiner's consideration found in Exhibit 1.

American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No./Escrow No.: 16889EID

Empire Title and Escrow

Print Date & Time: 09/23/22 12:30 PM

ALTA Universal ID:

Officer/Escrow Officer: Shannon
Sanchez2541 East Gala Street, Suite 100
Meridian, ID 83642**Settlement Location:**Empire Title and Escrow - Nampa
16130 N. Merchant Way Suite 105
Nampa, ID 83687**Property Address:**Oakridge Est, Block 2, Lot 2, Canyon County, State of ID
25296 Bur Oak Place
Caldwell, ID 83607**Borrower:**

David Knapp and Ashley Knapp

Seller:

Idaho Impact Homes, LLC, an Idaho limited liability company

Lender:

Flagstar Bank, P.O Box 52198, Phoenix, AZ, 85072

Loan Number:

505841392

Settlement Date:

09/23/2022

Disbursement Date:

09/23/2022

Additional dates per state requirements:

Description	Seller	
	Debit	Credit
Financial		
Sale Price of Property		\$1,085,000.00
Prorations/Adjustments		
HOA 3rd Quarter Dues \$300.00 from 09/23/2022 to 09/30/2022		\$26.09
Estimated 2022 County Property taxes \$ 7 from 01/01/2022 to 09/23/2022	\$5,222.16	
Black Canyon Irrigation \$22.88 from 09/23/2022 to 12/19/2022		\$11.00
Title Charges & Escrow / Settlement Charges		
Title - Courier Fee to Empire Title and Escrow - Nampa	\$30.00	
Title - Escrow fee to Empire Title and Escrow - Nampa	\$1,100.00	
Title - Wire Fee to Empire Title and Escrow - Nampa	\$15.00	
Title - Owner's Title Insurance to Empire Title and Escrow - Nampa	\$1,032.00	
Commission		
Real Estate Commission - Listing to Homes of Idaho	\$16,275.00	
Real Estate Commission - Selling to Keller Williams Realty Boise	\$32,550.00	
Payoff(s)		

Description		Seller
		Debit Credit
Lender:	Payoff of First Mortgage Loan to Builders Capital	\$743,805.35
	Total (\$743,805.35)	
Payee:	Payoff of Lien to Franklin Building Supply	\$74,117.79
	Total (\$74,117.79)	
Payee:	Payoff of Lien to Dillabaugh's Flooring America	\$30,379.67
	Total (\$30,379.67)	
Miscellaneous		
	3rd Quarter HOA Dues to Oakridge Estates Homeowners Association	\$300.00
	HOA finance charge to Oakridge Estates Homeowners Association	\$4.73
		Seller
		Debit Credit
Subtotals		\$904,831.70 \$1,085,037.09
Due To Seller		\$180,205.39
Totals		\$1,085,037.09 \$1,085,037.09

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Empire Title and Escrow to cause the funds to be disbursed in accordance with this statement.

Idaho Impact Homes, LLC,
an Idaho limited liability company

BY:

DocuSigned by:

Dustin Riggs

Dustin Riggs, Member

Shannon Sanchez

Date

Closing Disclosure

Closing Information

Date Issued 9/22/2022
Closing Date 9/23/2022
Disbursement Date 9/23/2022
Settlement Agent Empire Title and Escrow - Nampa
File # 16889EID
Property 25296 Bur Oak Place
 Caldwell, ID 83607

Sale Price \$1,085,000.00

Transaction Information

Borrower David Knapp and Ashley Knapp

Seller Idaho Impact Homes, LLC, an Idaho limited liability company

Summaries of Transactions

SELLER'S TRANSACTION

Due to Seller at Closing	\$1,085,037.09
01 Sale Price of Property	\$1,085,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	

Adjustments for Items Paid by Seller in Advance

09 HOA 3rd Quarter Dues 9/23/2022 to 9/30/2022	\$26.09
10 \$300.00	
11 City Property Taxes	
12 Estimated 2022 County Property taxes \$ 7	
13 MUD Taxes	
14 Black Canyon Irrigation 9/23/2022 to 12/19/2022	\$11.00
15 \$22.88	
16 School Property Taxes	

Due from Seller at Closing	\$904,831.70
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$48,658.73
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan to Builders Capital	\$743,805.35
05	
06 Payoff of Lien	\$74,117.79
07 Payoff of Lien	\$30,379.67
08	
09	
10 Adjustment for Owner's Policy Paid by Seller	\$2,648.00
11	
12	
13	

Adjustments for Items Unpaid by Seller

14 HOA 3rd Quarter Dues	\$300.00
15 City Property Taxes	
16 Estimated 2022 County 1/1/2022 to 9/23/2022	\$5,222.16
17 Property taxes \$ 7	
18 MUD Taxes	
19 Black Canyon Irrigation	\$22.88
20 School Property Taxes	

CALCULATION

Total Due to Seller at Closing	\$1,085,037.09
Total Due from Seller at Closing	-\$904,831.70
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$180,205.39

Contact Information

REAL ESTATE BROKER (B)

Name	Keller Williams Realty Boise
Address	1065 South Allante Place Deliver Commission Boise, ID 83709
ID License ID	
Contact	Drue Johnson
Contact ID License ID	
Email	DRUEJOHNSON531@GMAIL.COM
Phone	208-672-9000

REAL ESTATE BROKER (S)

Name	Homes of Idaho
Address	c/ o Mountain West Bank Acct# 0832300006863 Nampa, ID 83651
ID License ID	
Contact	Tera Hudson
Contact ID License ID	
Email	terahudson@homesofidaho.com
Phone	208-442-8500

SETTLEMENT AGENT

Name	Empire Title and Escrow - Nampa
Address	16130 N. Merchant Way Suite 105 Nampa, ID 83687
ID License ID	ID719355
Contact	
Contact ID License ID	
Email	
Phone	208-947-1041



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

Loan Costs			Seller-Paid	
			At Closing	Before Closing
A. Origination Charges				
01	0.258% of Loan Amount (Points)	to Flagstar Bank		
02	Administrative Fee	to Flagstar Bank		
03	Lender Comp Fee to Broker	to Fulcrum Home Loans		
B. Services Borrower Did Not Shop For				
01	Appraisal Fee	to Settlement One		
02	Flood Certification Fee	to First American Flood		
03	Tax Service Fee	to First American Tax RE		
C. Services Borrower Did Shop For				\$1,145.00
01	Title - CPL Fee	to Westcor Land Title Insurance Company - Remit Only		
02	Title - Courier Fee	to Empire Title and Escrow - Nampa	\$30.00	
03	Title - E-Recording Fee	to Empire Title and Escrow - Nampa		
04	Title - Environmental Liens 1-4 End	to Empire Title and Escrow - Nampa		
05	Title - Escrow fee	to Empire Title and Escrow - Nampa	\$1,100.00	
06	Title - Lender's Title Insurance	to Empire Title and Escrow - Nampa		
07	Title - Location Endorsement (L)	to Empire Title and Escrow - Nampa		
08	Title - Planned Unit Development End	to Empire Title and Escrow - Nampa		
09	Title - Recon Tracking Fee	to Empire Title and Escrow - Nampa		
10	Title - Restrictions Endorsement	to Empire Title and Escrow - Nampa		
11	Title - Wire Fee	to Empire Title and Escrow - Nampa	\$15.00	

Other Costs**E. Taxes and Other Government Fees**

01	Recording Fees	Deed: \$15.00	Mortgage: \$45.00		
02	Transfer Tax	to Empire Title and Escrow - Nampa	to		

F. Prepays

01	Homeowner's Insurance Premium (12 mo.)	to STATE FARM INSURANCE- BINDER TO FOLLOW		
02	Mortgage Insurance Premium (mo.)	to		
03	Prepaid Interest (\$130.79 per day from 09/23/2022 to 10/01/2022)	to Flagstar Bank		
04	Property Taxes (mo.)	to		

G. Initial Escrow Payment at Closing to Flagstar Bank

01	Homeowner's Insurance	\$128.00 per month for 3	mo.		
02	Mortgage Insurance	per month for	mo.		
03	Property Taxes	\$599.40 per month for 6	mo.		
04	Assessment Taxes	per month for	mo.		
05	City Property Taxes	per month for	mo.		
06	County Property Taxes	per month for	mo.		
07	MUD Taxes	per month for	mo.		
08	Other Taxes	per month for	mo.		
09	School Property Taxes	per month for	mo.		
10	Aggregate Adjustment				

H. Other


				\$47,513.73	
01	3rd Quarter HOA Dues	to Oakridge Estates Homeowners Association		\$300.00	
02	4th Quarter HOA Dues	to Oakridge Estates Homeowners Association			
03	HOA finance charge	to Oakridge Estates Homeowners Association		\$4.73	
04	Mailbox Cluster Fee	to Oak River Homes LLC			
05	Payoff existing loan	to LaFayette Federal Credit Union - Payoff			
06	Real Estate Commission - Listing	to Homes of Idaho		\$16,275.00	
07	Real Estate Commission - Selling	to Keller Williams Realty Boise		\$32,550.00	
08	Title - Owner's Title Insurance	to Empire Title and Escrow - Nampa		-\$1,616.00	
09	Transfer Fee	to Oakridge Estates Homeowners Association			

J. TOTAL CLOSING COSTS

\$48,658.73

Idaho Impact Homes, LLC,
an Idaho limited liability company

BY:

DocuSigned by:

7E654DA8D2E424
Dustin Riggs, Member



16130 N. Merchant Way Suite 105, Nampa ID, 83687

Negotiated Escrow Closing Fee

To: Empire Title and Escrow

Property: 25296 Bur Oak Place, Caldwell, ID 83607

Order No: 16889EID

Parties: Idaho Impact Homes, LLC, an Idaho limited liability company / David Duane Knapp and Ashley Nicole Knapp , husband and wife

I/We, the undersigned, state and affirm that I/we have negotiated the escrow/closing fee down from \$1,300.00 (calculated rate) based on Department of Insurance filed rates to \$2,200.00. Said fee shall be paid as follows:

\$1,100.00 paid by Buyer(s)/Borrower(s).

\$1,100.00 paid by Seller(s).

Date: September 23, 2022

Seller:
Idaho Impact Homes, LLC,
an Idaho limited liability company

Buyer:

BY:

David Duane Knapp

DocuSigned by:

Dustin Riggs

7E654DABD2E1434

Dustin Riggs, Member

Ashley Nicole Knapp

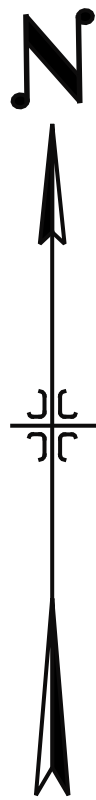
LEGAL DESCRIPTION
LOT 2, BLOCK 2
OAKRIDGE ESTATES SUBDIVISION
CANYON COUNTY, ID

Drawing Index

Site Plan	A0
Foundation / Floor Framing	A1
Floor Plan	A2
Exterior Elevations	A3
Roof Framing Plan	A4
Cross Sections	A5
Electrical Plan	M1

Square Footages:

Living Area -	2604 Sq. Ft.
Covered Porch -	175 Sq. Ft.
Covered Patio -	176 Sq. Ft.
2 Car Garage -	757 Sq. Ft.
RV Garage -	786 Sq. Ft.



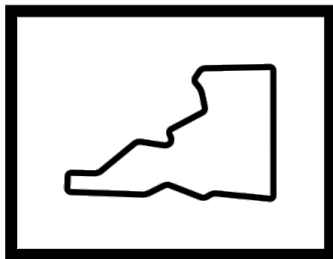
2604 Owyhee Plan
4 BDRM, 3.5 BATH
2 CAR + RV GARAGE

SITE PLAN

IDAHO IMPACT

Homes

Dustin Riggs - (208) 369-0446



DRAWN BY : BLS

DATE : 11/2/21
REV'D : 11/12/21

SCALE : 1"=20'

SHEET NUMBER:

A0

DESIGN CRITERIA
Codes: IRC 2012, IECC 2012

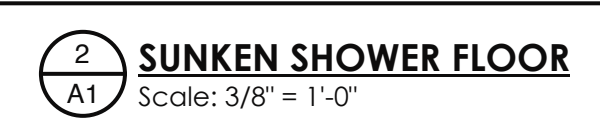
A. Frost Depth:	= 24 Inches
B. Seismic Zone:	= C
C. Climate Zone:	= 5
D. Basic Wind Speed:	= 90 mph
E. Soil Bearing Capacity:	= 1500 PSF
F. Roof Snow Load:	= 25 PSF LL
G. Roof Dead Load:	= 17 PSF DL
H. Floor Loads:	= 40 PSF LL / 12 PSF DL

PRESCRIPTIVE ENERGY COMPLIANCE

2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

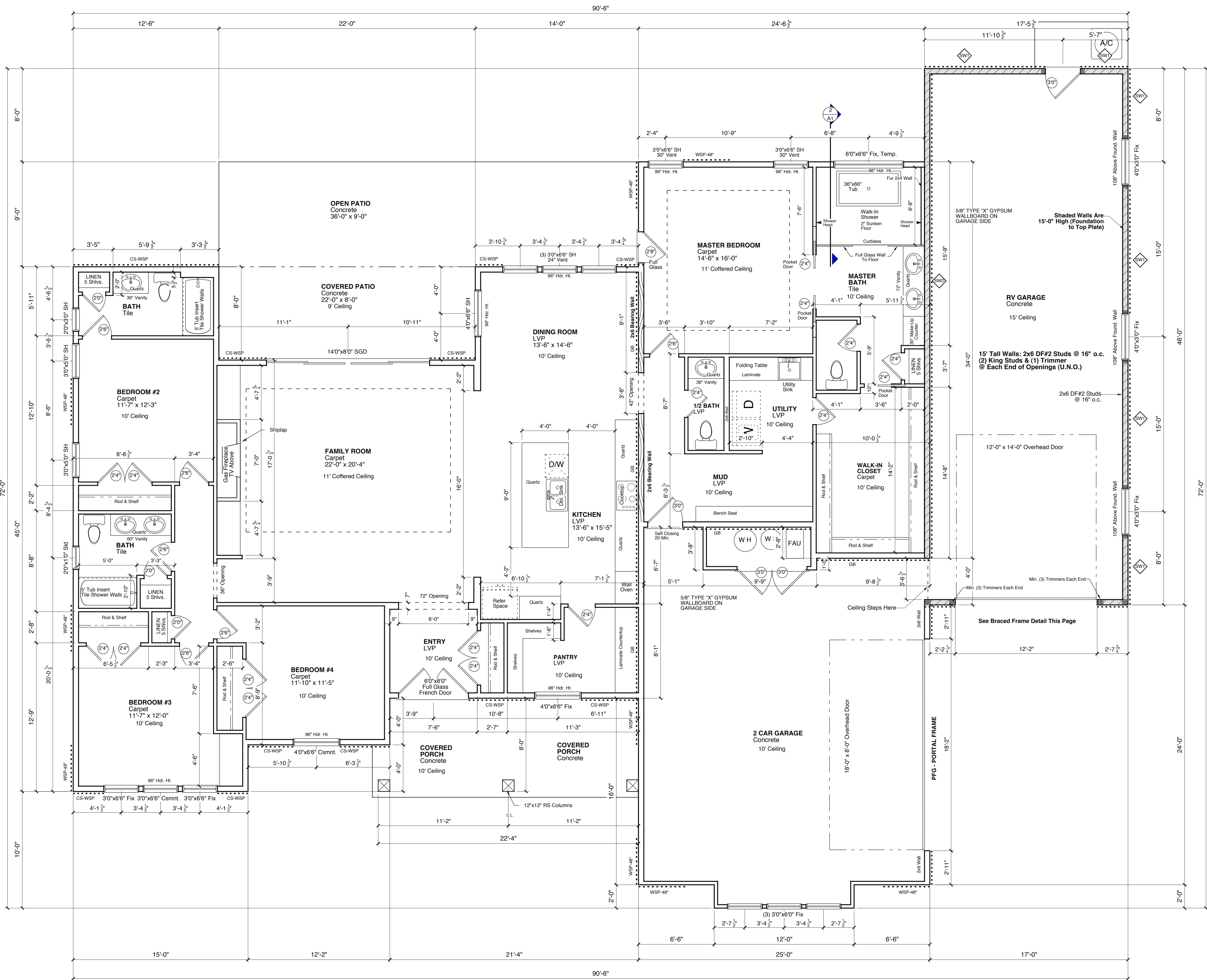
THE PROPOSED BUILDING HAS BEEN DESIGNED TO MEET OR EXCEED THE
REQUIREMENTS OF THE INTERNATIONAL ENERGY CODE

IECC TABLE 402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT									
CLIMATE ZONE	WINDOW U-FACTOR	SKYLITE U-FACTOR	CEILING R-VALUE	WOOD WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE	CRAWL SPACE WALL R-VALUE
5	.32	.55	38	20 or 13x5	13/17	30	15/19	10, 2 ft.	15/19



PFG - GARAGE PORTAL FRAME
Scale: NTS

A1

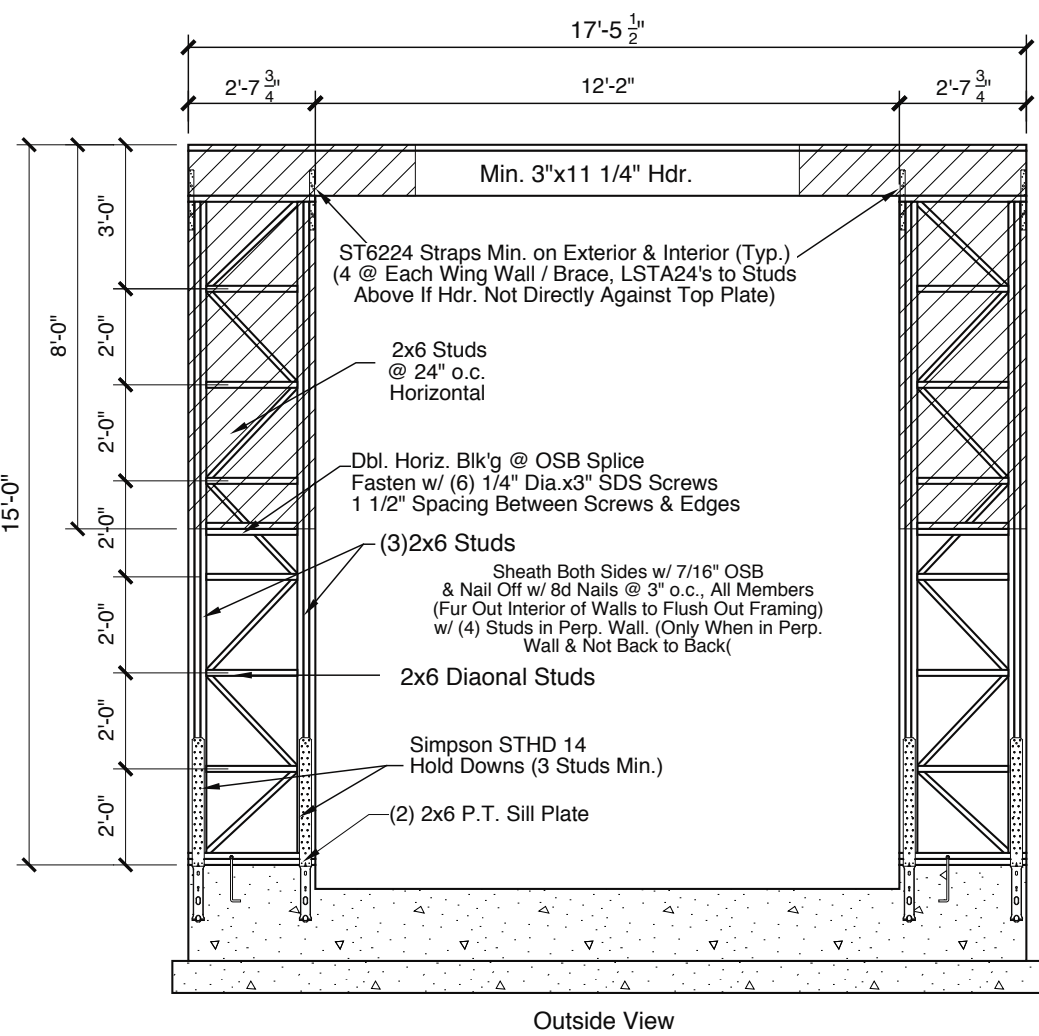


FLOOR PLAN
SCALE: 1/4" = 1'-0"

Square Footages:	
Living Area -	2604 Sq. Ft.
Covered Porch -	175 Sq. Ft.
2 Car Garage -	757 Sq. Ft.
RV Garage -	786 Sq. Ft.

GENERAL NOTES:

- 2x6 EXTERIOR FRAMING /W DOUBLE TOP PLATE AND SINGLE BOTTOM PLATE
- 2x4 INTERIOR FRAMING (UNLESS NOTED OTHERWISE)
- 4x8 DF HEADERS @ ALL OPENINGS IN BEARING WALLS UNLESS NOTED OTHERWISE
- ALL STRUCTURAL LUMBER SIZED FOR #2 OR BETTER DOUGLAS FIR LARCH
- R-21 BLOWN-IN INSULATION @ ALL EXTERIOR WALLS
- VINYL DOUBLE GLAZE LOW-E WINDOWS (.35 U-VALUE OR BETTER)
- ROOF TO BE PRE-ENGINEERED MFGD WOOD TRUSSES
- ROOF TRUSSES SHALL BE SUPPORTED LATERALLY @ POINTS OF BEARING TO PREVENT ROTATION AND LATERAL DISPLACEMENT
- DOORS BETWEEN GARAGE AND DWELLING TO BE SELF CLOSING WITH A MIN. FIRE RATING OF 20 MINUTES
- 5/8" TYPE "X" GYPSUM WALL BOARD IS REQUIRED AT ALL GARAGE/DWELLING WALLS AND CEILINGS APPLIED TO GARAGE AND WALL/BEAMS AND POSTS SUPPORTING FIRE PROTECTION HORIZONTAL STRUCTURAL MEMBERS.



ENGINEERED BRACE FRAME DETAIL

15' HIGH WALL OSB SHEAR WALL SCHEDULE:						
MARK	SHEATHING	SIDES	SHEET NAILING PERIMETER / FIELD	SHEET STAPLING PERIMETER / FIELD	BLUG	NAILING (END) BOTTOM PLATE INTO RIM
SW1	7/16" APA RATED	1	8d @ 6" / 12"	OR 16ga x 1-1/2" @ 3" / 12"	YES	(2) 16d NAILS PER 16" BAY
GY.P. SHEAR WALL SCHEDULE:						
SWD	1/2" GYP. BOARD	1	5d COOLER @ 6" / 6"		NO	(2) 16d NAILS PER 16" BAY
TYP. NOTES:						
1. ALL SHEATHING PANEL EDGES SHALL BE BLOCKED UNDO						
2. PROVIDE SAME NAILING PATTERN ABOVE AND BELOW OPENINGS AS ADJACENT SHEAR PANEL.						
3. ALL EXTERIOR WALLS SHALL BE SHEARWALL "SW1" WITHOUT BLUG UNDO						
4. FASTEN GABLE/RIM TO SHEAR WALLS BELOW W/ 10d TOENAILS @ 12" O.C. UNDO						
5. FASTEN TRUSS HEELS TO SHEAR WALLS W/ W2.5A AND (2) 10d TOENAILS @ EACH						
6. GYP BOARD SHEAR WALLS MAY BE SUBSTITUTED WITH AN SW1 SHEAR WALL @ CONTRACTOR'S OPTION						

- Notes:
1. 2 x 6 Ext. Walls, Studs 24" O.C.
 2. Frame Walls @ 10'-1 1/8" Unless Noted Otherwise
 3. All Partition Dimensions Are To Face Of Stud.
 4. All Angles Are 45°, Unless Noted Otherwise
 5. 7/16" OSB Shear Panels

Wall Height Legend

10'-1 1/8" Wall Height	
15'-0" Wall Height	

House Shear Wall Schedule	
Mark	Notes
CS-WSP WSP	7/16" OSB One Side Of Wall (Blocked) Perimeter Nailing: 8d Common Nails @ 6" o.c. Intermediate Nailing: 8d Common Nails @ 12" o.c. Fasten To Headers w/ 8d Nails in a 3" Grid Pattern
GB	1/2" GYPSUM BOARD (Min.) Both Sides Of Wall Use 5d Cooler Nails @ 7" o.c. All Studs (Unblocked) or 1 1/2" Screws, Typw W or S @ 7" o.c. All Studs (Unblocked)
PFG	7/16" OSB One Side Of Wall 8d Common Nails @ 3" o.c. All Framing Fasten To Headers w/ 8d Nails in a 3" Grid Pattern

PROJECT NO.
21110

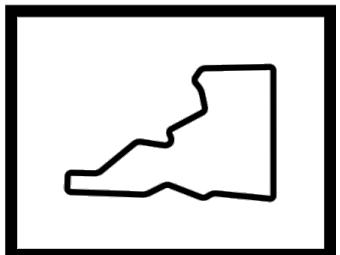
stallcup Design
BRIAN STALLCUP
(208) 458-9570
bstaal@stallcup.net

2604 Owyhee Plan
4 BDRM, 3.5 BATH
2 CAR + RV GARAGE
Bur Oak Place, Caldwell
LT2, Bldg. 2 Oakridge Estates Sub.

FLOOR PLAN

IDAHO IMPACT
Homes

Dustin Riggs - (208) 369-0446



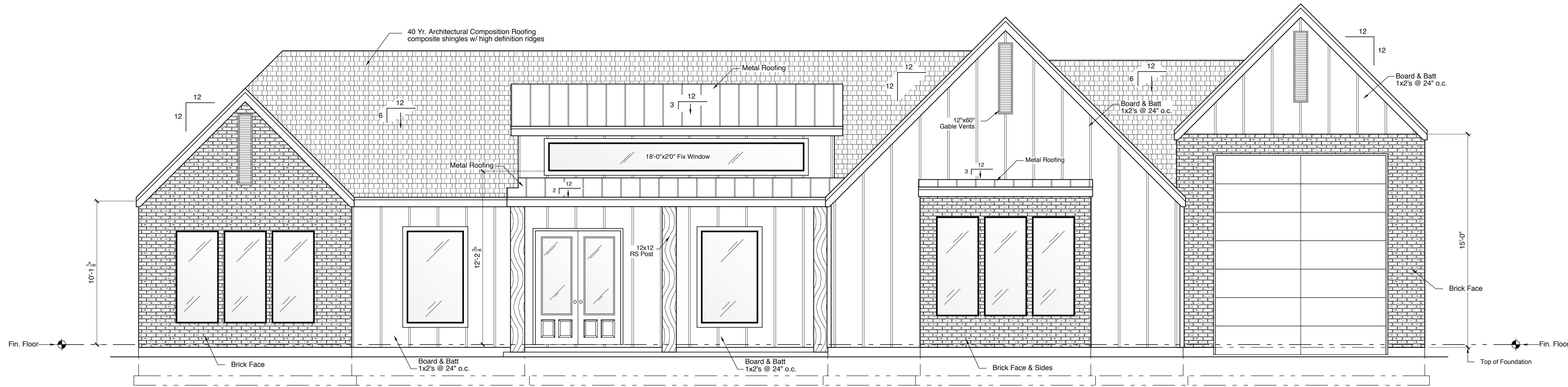
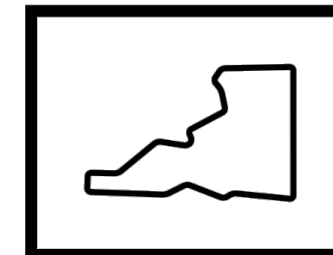
DRAWN BY : BLS

DATE : 11/2/21
REV'D : 11/12/21

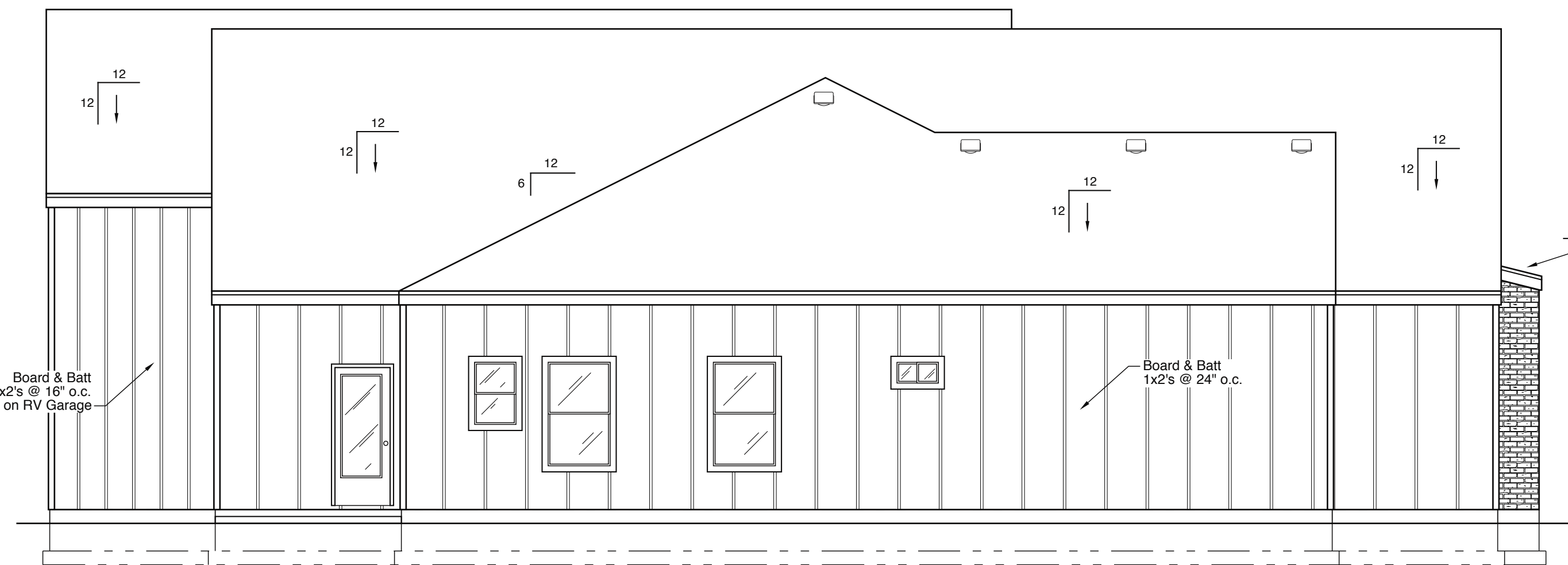
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SHEET NUMBER:

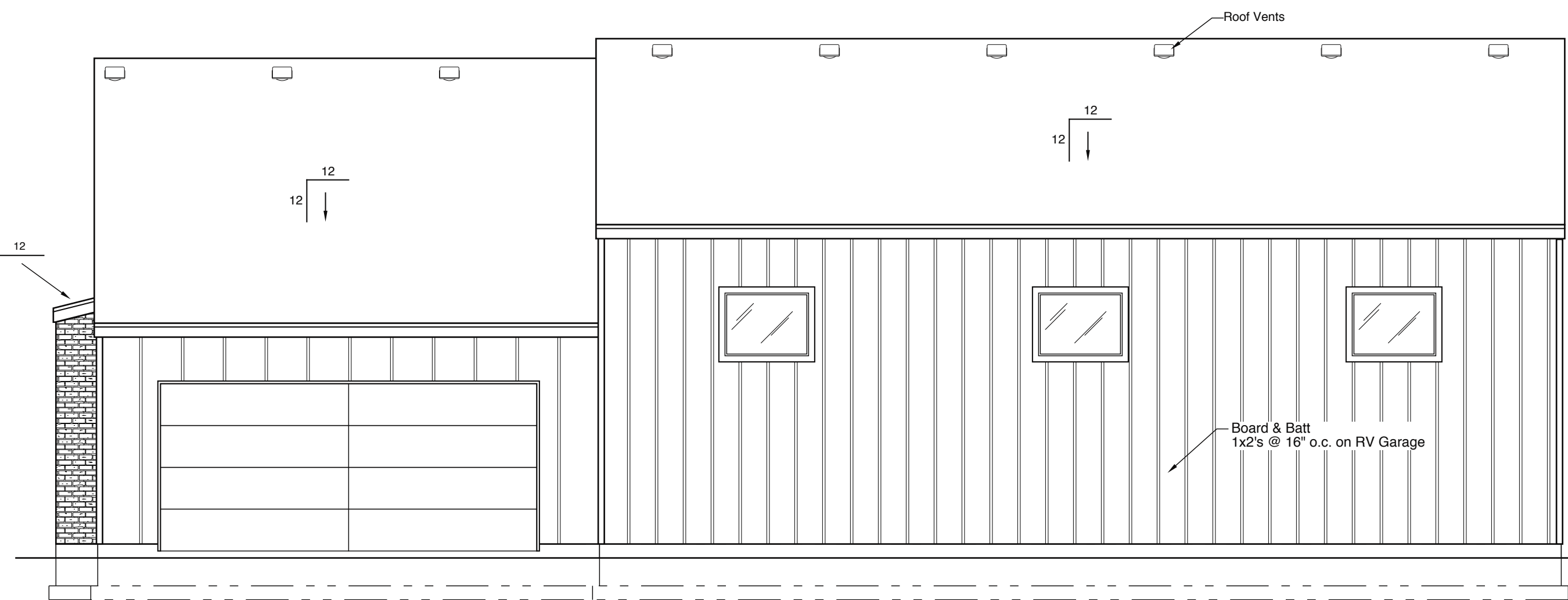
A2



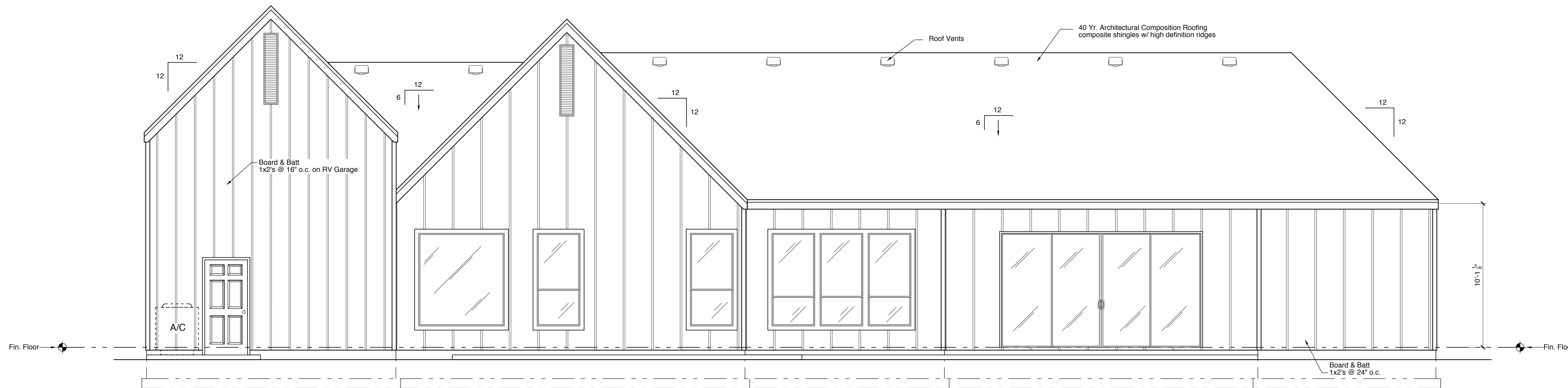
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



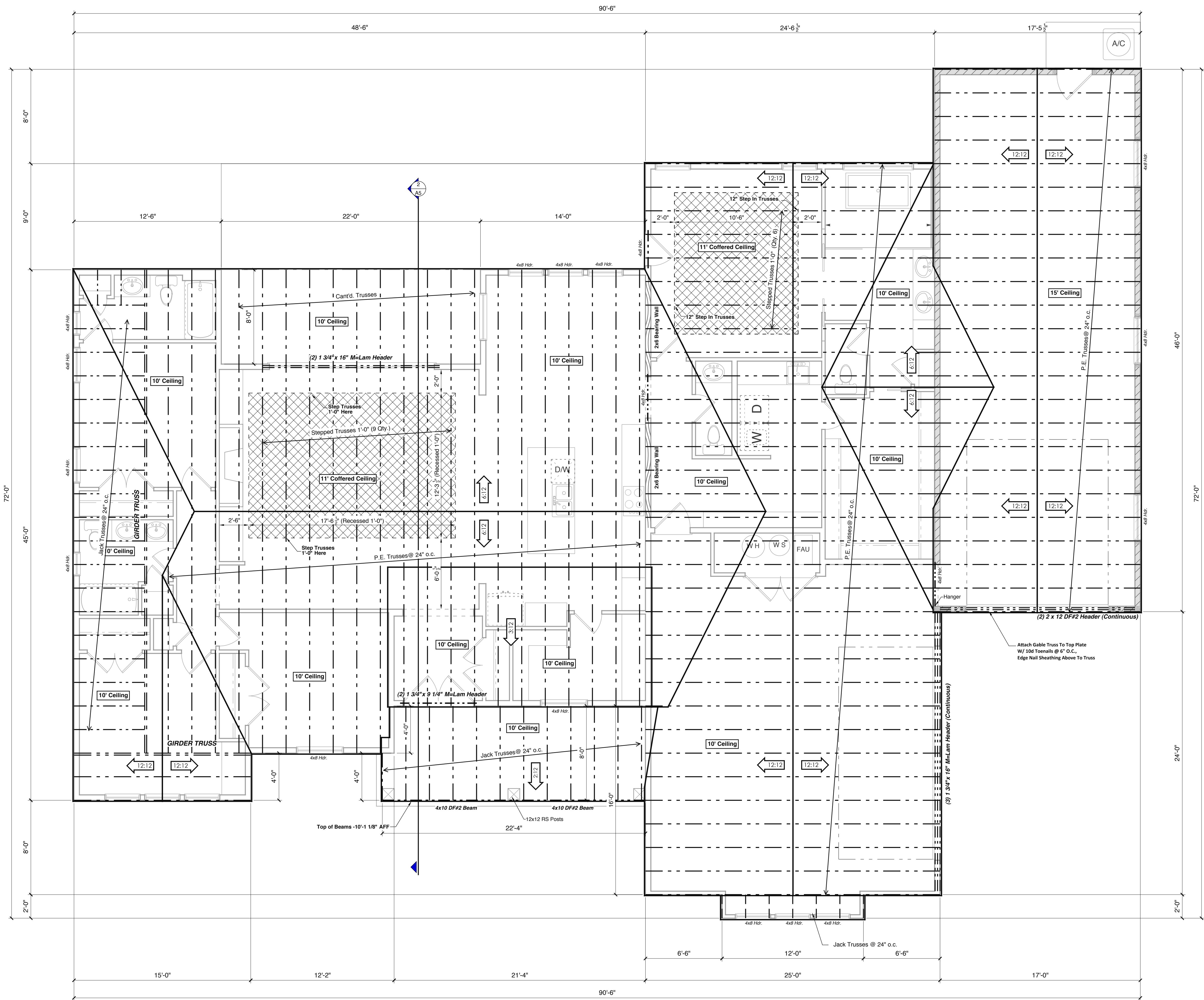
LEFT SIDE ELEVATION
SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 3/16" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



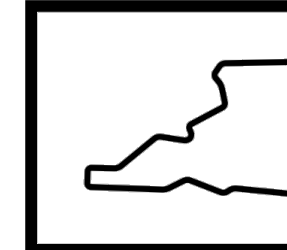
ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

PROJECT NO.
21110



2604 Owyhee Plan
Bur Oak Place, Caldwell
Lt.2, Bk.2 Oakridge Estates Sub.
4 BDRM, 3.5 BATH
2 CAR + RV GARAGE

IDAHO IMPACT
Homes
Dustin Riggs - (208) 369-0446



DRAWN BY : BLS

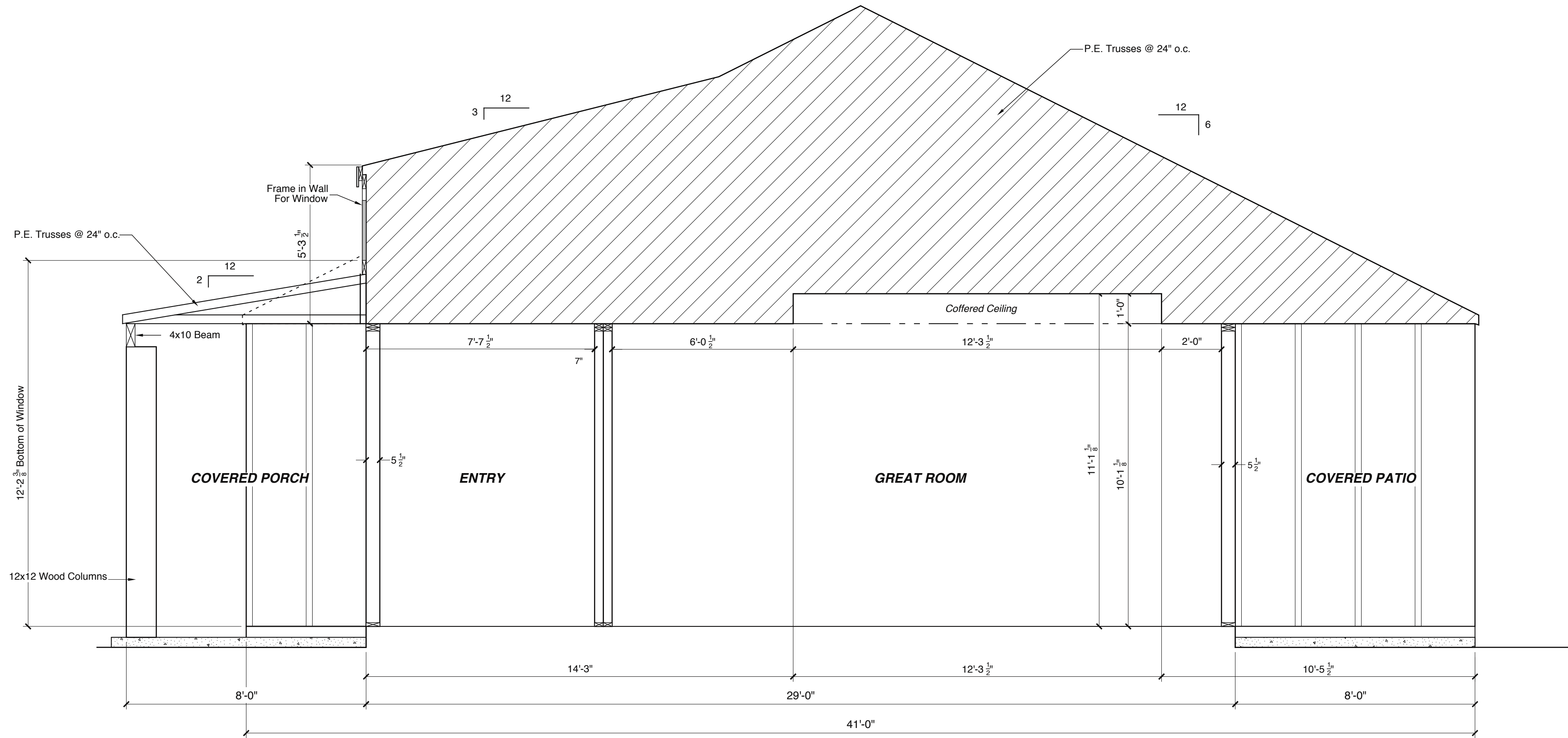
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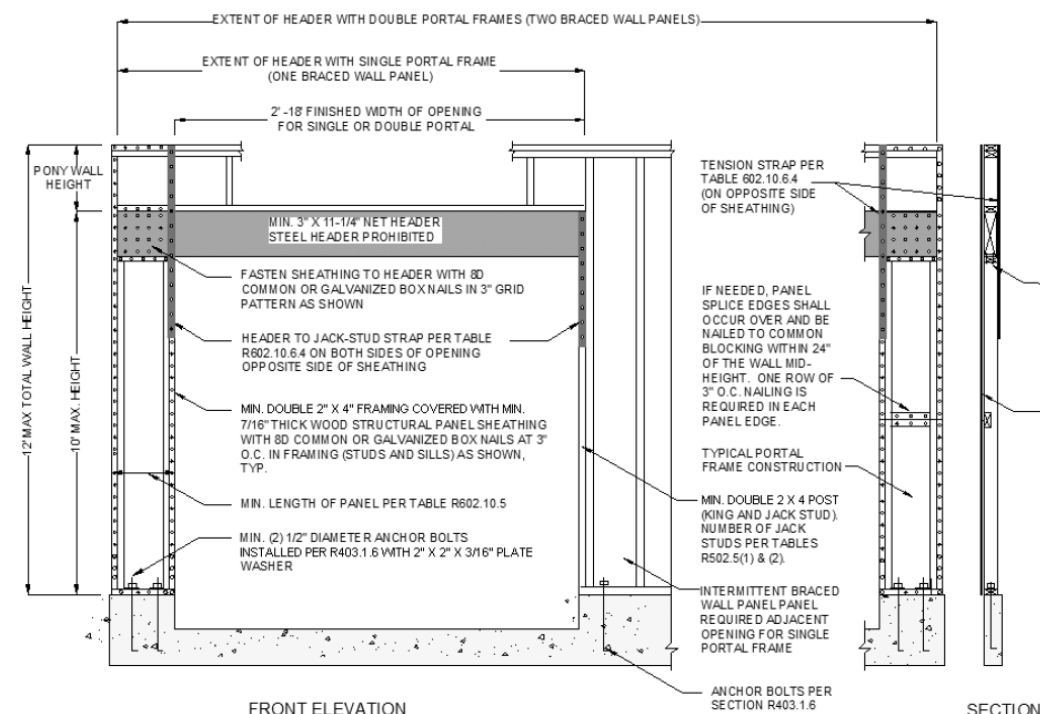
SHEET NUMBER:

A4

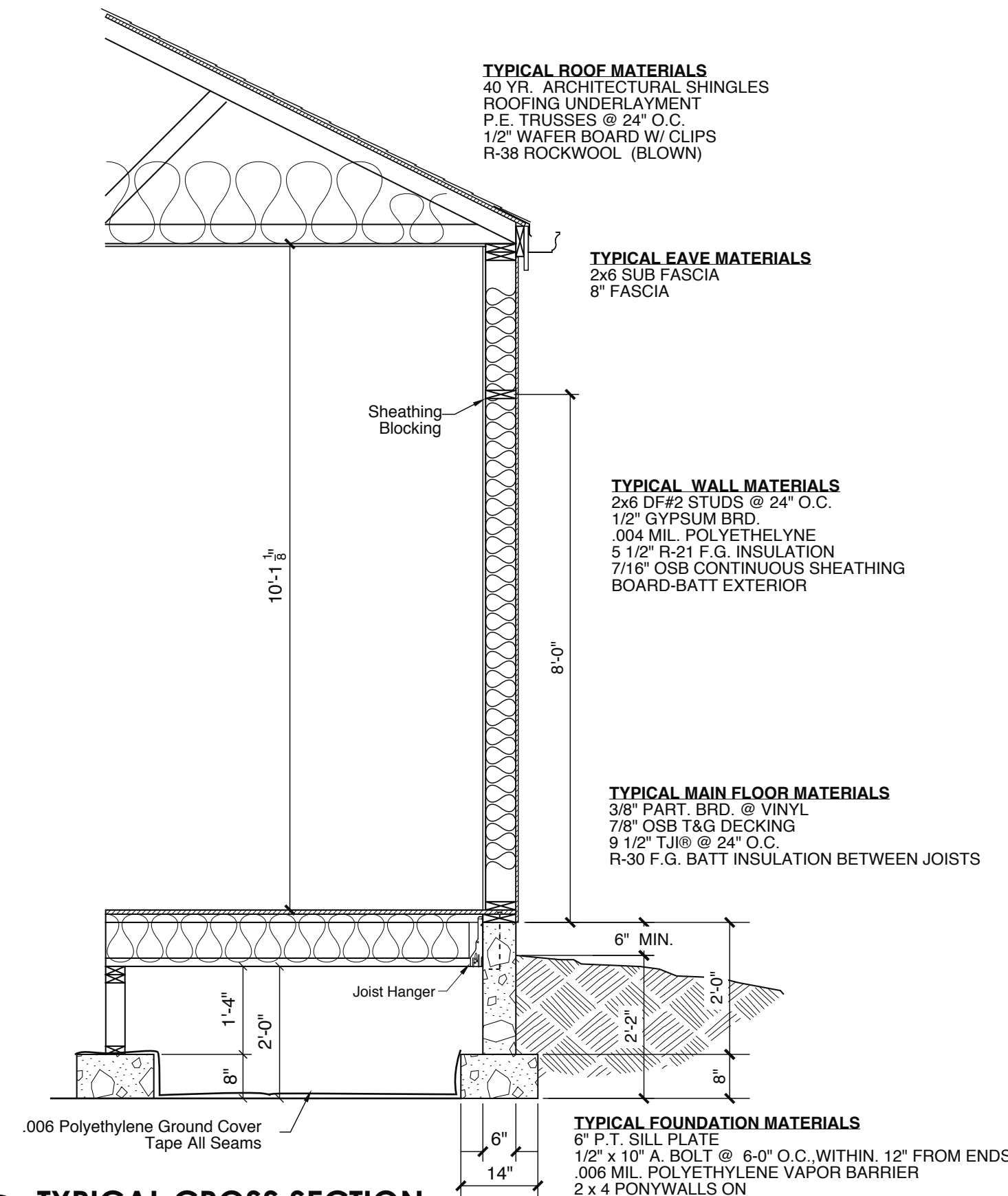
CONTRACTOR TO VERIFY ALL DETAILS, DIMENSIONS, AND SPECIFICATIONS PRIOR TO CONSTRUCTION AND REPORT ANY OMISSIONS AND/OR ERRORS TO STALLCUP DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR ANY LITIGATIONS OR SUITS THAT MAY ARISE DURING CONSTRUCTION OR ANYTIME THEREAFTER.



2 HOUSE CROSS SECTION
SCALE: 3/8" = 1'-0"



PGF - GARAGE PORTAL FRAME
Scale: NTS



1 TYPICAL CROSS SECTION
SCALE: 1/2" = 1'-0"

PROJECT NO.
21110



2604 Owyhee Plan
4 BDRM, 3.5 BATH
2 CAR + RV GARAGE

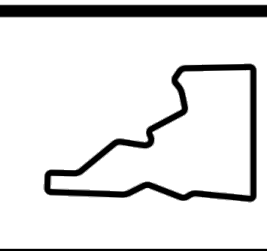
Bur Oak Place, Caldwell
Lt.2, Blk.2 Oakridge Estates Sub.

CROSS SECTIONS

IDAHO IMPACT

Homes

Dustin Riggs - (208) 369-0446



DRAWN BY : BLS

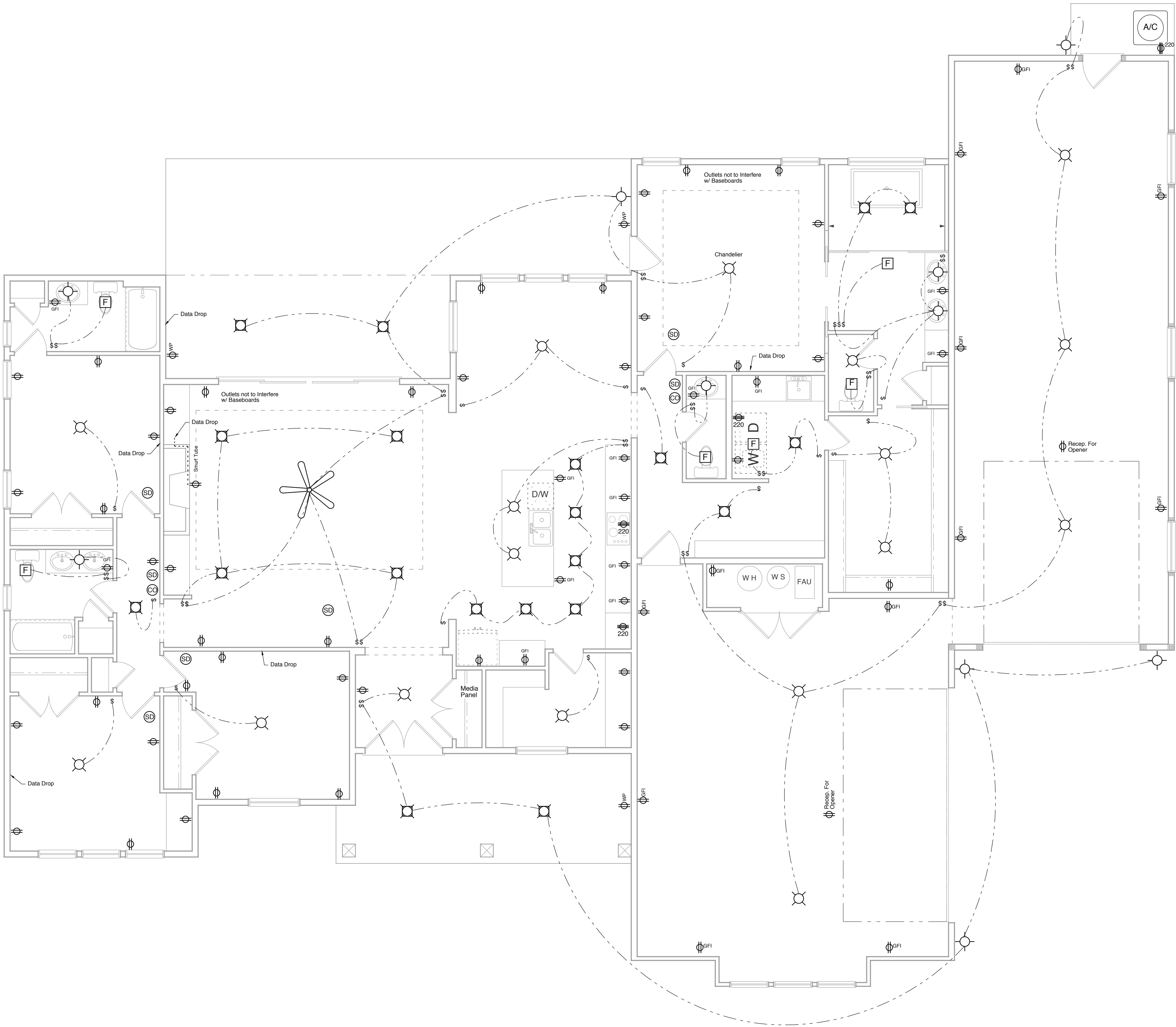
DATE : 11/2/21
REV'D : 11/12/21

SCALE : NOTED

SHEET NUMBER:

A5

CONTRACTOR TO VERIFY ALL DETAILS, DIMENSIONS, AND SPECIFICATIONS PRIOR TO CONSTRUCTION AND REPORT ANY OMISSIONS AND/OR ERRORS TO STALLCUP DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR ANY LITIGATIONS OR SUITS THAT MAY ARISE DURING CONSTRUCTION OR ANYTIME THEREAFTER.



ELECTRICAL PLAN
Scale: 1/4"=1'-0"

ELECT. / MECH. NOTES

SWITCHES UP 45"
RECEPS UP 14"
RECEPS/ SWITCHES @ KITCHEN COUNTERS UP 42"
BATH RECEPS UP 42"
GARAGE RECEPS UP 42"

FLOOR REGISTERS 4"x10"
TOE KICK REGISTERS 2"x12"

ALL MECHANICAL VENTILATION EQUIPMENT
TO BE VENTED TO EXTERIOR

SMOKE DETECTORS INTER-CONN W/
BATTERY BACKUPS

WATER HEATER PRESSURE RELIEF VALVE TO
BE PLUMBED TO EXTERIOR W/ 90° ELBOW @ END

Electrical Symbol Legend

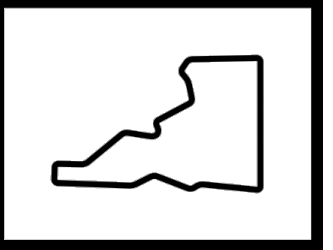
	Wall Light
	Ceiling Light
	Recessed Ceiling Light
	Vent Fan
	Smoke Detector
	Carbon Monoxide Detector
	110V Recep.
	110V GFCI Recep.
	110V Water Protected Recep.
	220V Recep.
	Switch

PROJECT NO.
21110

Stallcup Design
BRIAN STALLCUP
(208) 458-9570 bstaal@stallcup.net

2604 Owyhee Plan
Bur Oak Place, Caldwell
Lt.2, Bk.2 Oakridge Estates Sub.


IDAHO IMPACT
Homes
Dustin Riggs - (208) 369-0446



DRAWN BY : BLS
DATE : 11/2/21
REV'D : 11/12/21
SCALE : 1/4" = 1'-0"

SHEET NUMBER:
M1

CONTRACTOR TO VERIFY ALL DETAILS, DIMENSIONS, AND SPECIFICATIONS PRIOR TO CONSTRUCTION AND REPORT ANY OMISSIONS AND/OR ERRORS TO STALLCUP DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR ANY LITIGATIONS OR SUITS THAT MAY ARISE DURING CONSTRUCTION OR ANYTIME THEREAFTER.


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 Page 1 of 4 (gPAR™) General Purpose Appraisal Report 05/2010
 GPAR1004_10 05262010

Appraisal Report
Residential Appraisal Report

File No. 132205045G

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1			COMPARABLE SALE NO. 2			COMPARABLE SALE NO. 3		
15775 Wagner Rd		5020 Artisan Ln			22604 Aura Vista Way			14134 S Florida Ave		
Address	Caldwell, ID 83607-9625	Caldwell, ID 83607-9522			Caldwell, ID 83607-5539			Nampa, ID 83651-3401		
Proximity to Subject		2.23 miles NE			6.07 miles NW			3.60 miles SE		
Sale Price	\$		\$ 850,000			\$ 1,097,000			\$ 1,067,850	
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 353.43 sq. ft.			\$ 341.85 sq. ft.			\$ 337.39 sq. ft.		
Data Source(s)		IMLS#98819701;DOM 75			IMLS#98818958;DOM 3			IMLS#98804494;DOM 7		
Verification Source(s)		Assessor/Files			Assessor/Files			Assessor/Files		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment		DESCRIPTION	+(-) \$ Adjustment		DESCRIPTION	+(-) \$ Adjustment	
Sale or Financing Concessions		ArmLth Cash;0			ArmLth Conv;0			ArmLth Cash;0		
Date of Sale/Time		s12/21;c12/21	34,000		s12/21;c09/21	70,200		s04/22;c06/21	94,000	
Location	Residential	Residential			Residential			Residential		
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Site	1.5 ac	1.00 ac	25,000		36590 sf	25,000		35284 sf	25,000	
View	Residential	Residential			Golf	-50,000		Residential		
Design (Style)	Ranch	Ranch			Ranch			Ranch		
Quality of Construction	Average +	Average	100,000		Average +			Average +		
Actual Age	1	1			4			1		
Condition	Good	Good			Average +	25,000		Good		
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count	7 4 3.1	7 3 3.0	5,000		7 4 4.1	-10,000		7 4 3.1	0	
Gross Living Area	50 2,605 sq. ft.	2,405 sq. ft.	10,000		3,209 sq. ft.	-30,200		3,165 sq. ft.	-28,000	
Basement & Finished Rooms Below Grade	0sf	0sf			0sf			0sf		
Functional Utility	Average	Average			Average			Average		
Heating/Cooling	Fwa/Cent	Fwa/Cent			Fwa/Cent			Fwa/Cent		
Energy Efficient Items	See Comments	See Comments			See Comments			See Comments		
Garage/Carport	2 Garage RV Bay	2 Garage RV Bay			3 Garage	40,000		2 Garage RV Bays	-80,000	
Porch/Patio/Deck	Patio	Patio			Patio			Patio		
Misc.	None	None			Guest/House	-100,000		None		
Subdivision	None	None			Summerwind	0		Lone Star Ranch	0	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 174,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 30,000		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 11,000	
Adjusted Sale Price of Comparables		Net Adj. 20.5% Gross Adj. 20.5%	\$ 1,024,000		Net Adj. -2.7% Gross Adj. 31.9%	\$ 1,067,000		Net Adj. 1.0% Gross Adj. 21.3%	\$ 1,078,850	

Summary of Sales Comparison Approach Comparable sales used are judged to be the most similar, nearest recent sales available that allow adequate comparison with the subject following a thorough search of the MLS system, Appraisal Files and Brokers. See addendum.

COST APPROACH

COST APPROACH TO VALUE

Site Value Comments N/A

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

OPINION OF SITE VALUE = \$

Source of cost data Dwelling 0 Sq. Ft. @ \$ = \$ 0

Quality rating from cost service Effective date of cost data 0 Sq. Ft. @ \$ = \$

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

Cost approach not necessary to produce a credible result. Land to improvement ratio is typical for the area and does not have an affect on the value or the marketability of the subject.

Garage/Carport Sq. Ft. @ \$ = \$

Total Estimate of Cost-New = \$ 0

Less 60 Physical Functional External

Depreciation = \$ (0)

Depreciated Cost of Improvements = \$ 0

"As-is" Value of Site Improvements = \$

INDICATED VALUE BY COST APPROACH = \$ 0

INCOME

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$ 0 X Gross Rent Multiplier 0 = \$ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) 0

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 1,056,000 Cost Approach (if developed) \$ 0 Income Approach (if developed) \$ 0

See attached addendum.

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed ☐ subject to the following: The electrical, plumbing and hvac were operating at the time of the inspection. The subject had smoke detectors and CO detectors.

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 1,056,000 as of 05/20/2022 , which is the effective date of this appraisal.

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions
See attached addendum.

Appraisal Report
Residential Appraisal Report

File No. 132205045G

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:
NONE

Additional Certifications:

In compliance with the most recent version of USPAP:

To the best of my knowledge I do not have any current or prospective interest in the subject property or the parties involved and have not provided any services regarding the subject property within the three year period immediately preceding acceptance of the appraisal assignment, as an appraiser or in any other capacity such as property management, leasing, brokerage, auction, or investment advisory services etc.

Definition of Value: ☒ Market Value ☐ Other Value: _____

Source of Definition: FANNIE MAE


THE MOST PROBABLE PRICE WHICH A PROPERTY SHOULD BRING IN A COMPETITIVE AND OPEN MARKET UNDER ALL CONDITIONS REQUISITE TO A FAIR SALE, THE BUYER AND SELLER, EACH ACTING PRUDENTLY, KNOWLEDGEABLY AND ASSUMING THE PRICE IS NOT AFFECTED BY UNDUE STIMULUS. IMPLICIT IN THIS DEFINITION IS THE CONSUMMATION OF A SALE AS OF A SPECIFIED DATE AND THE PASSING OF TITLE FROM SELLER TO BUYER UNDER CONDITIONS WHEREBY: (1) BUYER AND SELLER ARE TYPICALLY MOTIVATED; (2) BOTH PARTIES ARE WELL INFORMED OR WELL ADVISED, AND EACH ACTIVE IN WHAT HE OR SHE CONSIDERS HIS OR HER OWN BEST INTEREST; (3) A REASONABLE TIME IS ALLOWED FOR EXPOSURE IN THE OPEN MARKET; (4) PAYMENT IS MADE IN TERMS OF CASH IN U. S. DOLLARS OR IN TERMS OF FINANCIAL ARRANGEMENTS COMPARABLE THERETO; AND (5) THE PRICE REPRESENTS THE NORMAL CONSIDERATION FOR THE PROPERTY SOLD UNAFFECTED BY SPECIAL OR CREATIVE FINANCING OR SALES CONCESSIONS GRANTED BY ANYONE ASSOCIATED WITH THE SALE.

*SOURCE: FANNIE MAE

ADDRESS OF THE PROPERTY APPRAISED:

15775 Wagner Rd
Caldwell, ID 83607-9625
EFFECTIVE DATE OF THE APPRAISAL: 05/20/2022
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 1,056,000

APPRAISER

Signature: 
Name: Garry Ames
State Certification # CRA-1831
or License #
or Other (describe): State #:
State: ID
Expiration Date of Certification or License: 08/04/2022
Date of Signature and Report: 05/23/2022
Date of Property Viewing: 05/20/2022
Degree of property viewing:
☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

ADDENDUM

Client: Dustin Riggs/Idaho Impact Homes LLC	File No.: 132205045G
Property Address: 15775 Wagner Rd	Case No.:
City: Caldwell	State: ID Zip: 83607-9625

Neighborhood Boundaries
These boundaries do not limit where comparable sales and/or active comparable listings can or will be utilized. These boundaries describe the immediate area and not the entire market area for the subject property.

Neighborhood Market Conditions
A trend analysis of listing and sale data reveals the subject's market area presently has average market conditions. Property values in the area are increasing.

Based on this analysis, the exposure time is the same as that reported as marketing time in the neighborhood section. The definition of exposure time was taken from the most recent version of the Uniform Standards of Professional Appraisal Practice. "Exposure Time: estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

Additional Features
Energy efficient items: Based on the data collected the subject and comparables appear to have a similar compliment of energy efficient items that are consistent with market expectations for the age, quality and price range. No significant difference between the subject and comparables existed; therefore, no adjustments for energy efficient items were warranted unless otherwise specified in the Sales Comparison Analysis.

Comments on Sales Comparison

Adjustments relating to factors whose value tends to be more intangible and, therefore, are more difficult to measure within the market place are based heavily on the appraiser's skill at valuing such items as location, condition, quality of construction, view, design, appeal, and common amenities such as car storage, bathrooms, covered porches/patios/decks, fireplaces, fencing, rv parking, hot tubs, pools, outbuildings, landscaping and sprinkler systems. These items may differ with size, price range and area. These adjustments are based on market data and/or extraction, logical analysis and the appraiser's judgement.

Unless otherwise specifically stated, items such as hot tubs, tv's and refrigerators are considered personal property and as such were given no value in the final value opinion.

Energy Efficient Items:

Based on the data collected the subject and comparables appear to have a similar compliment of energy efficient items that are consistent with market expectations for the age, quality and price range.

No significant difference between the subject and comparables existed; therefore, no adjustments for energy efficient items were warranted.

Proximity to subject: In an effort to utilize the most recent sales possible from the subject's market area, it became necessary to travel over one mile from the subject property into competing areas for comparable sales that were similar in quality, gross living area, design/style, acreage, and age. These sales remain within the subject's market area and stand as strong indicators of the subject's market value.

Market Conditions Adjustments: The market indicates an increase in the market over the past six months. 0.8% multiplied by the number of months from the contract date of the comparable sale equals the %. The % multiplied by the sales price of the comparable equals the adjustment (rounded).

Site: The adjustment represents the contribution value of the surplus land.

View: I could find a market adjustment between properties with regular residential views and properties with additional views in the subjects price range and quality of construction. This analysis included the comparables sales, pendings/listings used in the report as well as other properties in the subject price range and quality of construction. An adjustment was necessary and appropriate.

The "Quality" adjustment is the difference that remains (rounded) after appropriate adjustments were made for location, site, view, age, condition, bedroom, bathrooms and gross living area.

Quality: Comparable one lacks the subject's upgraded cabinets, counters and flooring.

Age: The sales comparison analysis and the market indicate that there is no sensitivity to chronological age but rather a reaction to condition and updating. Therefore no adjustments have been made for variances in age. The market adjustment (if any) was made in the Quality or Condition areas.

Condition: The adjustment represents the approximate costs to bring the properties into conformity plus the entrepreneurial investment and the markets reaction to the updates.

Gross Living Area: Due to the lack of similar sales it was not possible to use every comparable who's gross living area was within 15% of the subjects gross living area. This is not unusual when appraising homes in the area. Although they differ by more than 15% they are still considered to be relevant to the subjects market.

Garage: The subject and comparable one have a two car garage and an RV Bay. Comparable two has a traditional three car garage. Comparable three has a two car garage, large boat bay garage and and RV Bay.

Amenities: The amenities were given contribution value. I could find a market adjustment between properties with amenities and properties with different types of amenities or no amenities when compared to the subject that had similar

ADDENDUM

Client: Dustin Riggs/Idaho Impact Homes LLC		File No.: 132205045G
Property Address: 15775 Wagner Rd		Case No.:
City: Caldwell	State: ID	Zip: 83607-9625

utility in the subject's price range and quality of construction. This analysis included the comparable sales, pendings/listings used in the report as well as other properties in the subject's price range and quality of construction. An adjustment was necessary and appropriate. Comparable two has a guest house.

Subdivision: The subject and the comparables have similar amenities that are typical for the area. There is no difference in the marketability when comparing the subdivisions. This is also identified at the bottom of the grid page under "Subdivision" with a zero in the adjustment line.

Final Reconciliation

The sales comparison analysis provides the best indication of value for the subject under current market condition. The Cost Approach and the Income Approach were not utilized. The Income Approach Analysis was not performed on the subject property as there is no verifiable data to derive a Gross Rent Multiplier and the typical buyer in the market is owner occupancy. The Cost Approach was not performed due to the age of the subject, the difficulty in accurately estimating the reproduction costs and depreciation. This is partly do to the changing costs of labor and materials, changing building codes and government regulations and requirements.

No personal property included in the opinion of value.

The appraiser has reviewed and compared the best available competing sales to the subject, selected the most appropriate of those sales, and then individually compared them to the subject and this is recognized by the adjusted value as compared to the subject. The final opinion of value is supported by the comparables.

I have been appraising land, single family, multi-family and high dollar properties in this area for over 20 years. I have the knowledge and experience to complete this specific appraisal assignment competently as outlined in the competency rule according to the uniform standards of professional appraisal practice.

Data source for the area that was used in the report is the "Intermountain multiple listing service."

See attached extra image page for weighted percentage for the Reconciliation of Value.

Additional Scope of Work/Assignment Conditions
Additional scope of work/assignment conditions

The intended user of the appraisal report:

The intended user of the report is listed on the first page of the report.

The intended use of the appraisal:

The intended use of this appraisal report is to provide an opinion of market value of the subject property to assist the intended users of the report in making financial decisions regarding the subject property.

Scope of the appraisal:

The scope of this report includes a inspection of the subject property and utilizing the necessary and applicable approaches to value to arrive at an opinion of market value for the subject property. The appraisal is to be reported on the most recent version of the land appraisal form.

Additional information as to the scope of the appraisal is included in the "inspection addendum" which outlines inspection procedures which should be considered as relative to the scope of the appraisal process used.

The quality and quantity of the data used is limited by the sources typically available to the appraiser. Idaho is a non-disclosure state and sales data can not be confirmed through county records. The appraiser's typically employed data sources are the local multiple listing services, appraiser files and assessor's data. Available sources do not include "for sale by owner" properties and sales not reported in the mls system.

Definition of market value:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each active in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in u. S. Dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Source: Fannie Mae

ADDENDUM

Client: Dustin Riggs/Idaho Impact Homes LLC	File No.: 132205045G	
Property Address: 15775 Wagner Rd	Case No.:	
City: Caldwell	State: ID	Zip: 83607-9625

Appraiser's certification as required by standards rule 2-3 of uspap:

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the uniform standards of professional appraisal practice.

Weighted Value Calculator

File No. 132205045G

Indicated Value by Sales Comparison:

The Indicated Value by Sales comparison amount is calculated using the weighted sales method as indicated below:

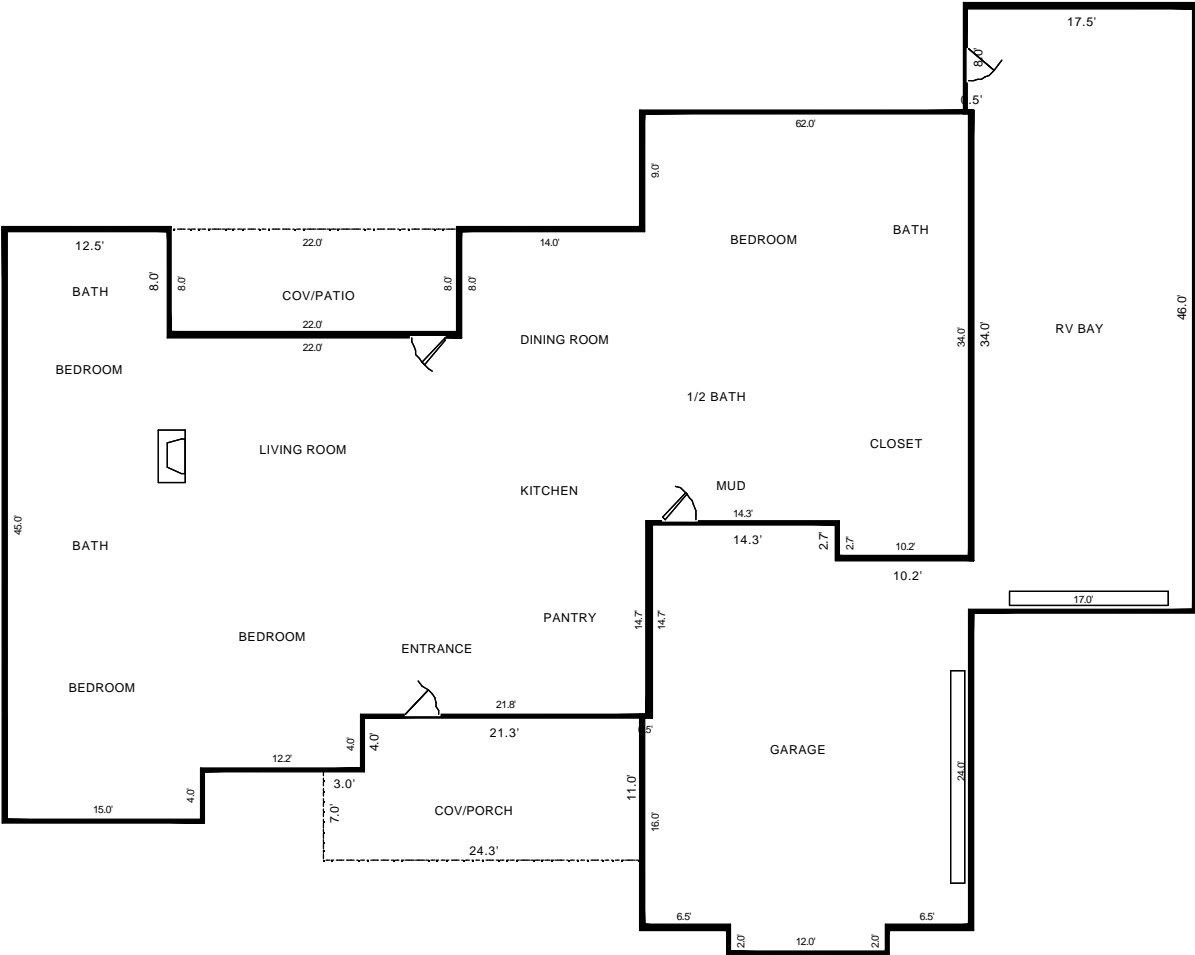
$Weight = (100 - ((Comp\ Gross\ \% / Total\ Gross\ \%) \times 100)) / (\#\ of\ Comps - 1)$
 $Suggested\ Value = (Adj\ Price\ Comp1 \times Weight\ Comp1) + (Adj\ Price\ Comp2 \times Weight\ Comp2) + (Adj\ Price\ Comp3 \times Weight\ Comp3)...$

Type	Address	Price \$	Net Adj \$ / %		Gross Adj \$ / %		Adj Value \$	Weight	Adj Val x Wt
10	15775 Wagner Rd							<div>Reset</div>	
<input checked="" type="checkbox"/>	S 5020 Artisan Ln	850,000	174,000	20.5%	174,250	20.5%	1,024,000	<div>36.1%</div>	369,664
<input checked="" type="checkbox"/>	S 22604 Aura Vista Way	1,097,000	30,000	-2.7%	349,943	31.9%	1,067,000	<div>28.4%</div>	303,028
<input checked="" type="checkbox"/>	S 14134 S Florida Ave	1,067,850	11,000	1.0%	227,452	21.3%	1,078,850	<div>35.5%</div>	382,992
100.0%									

Value Using the Weighted Sales Method: \$ 1,056,000

FLOORPLAN SKETCH

Client: Dustin Riggs/Idaho Impact Homes LLC	File No.: 132205045G
Property Address: 15775 Wagner Rd	Case No.:
City: Caldwell	State: ID Zip: 83607-9625



SketchbyApex™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	First Floor	2604.95	2604.95
P/P	Cov/Patio	176.00	
	Cov/Porch	255.48	431.48
GAR	Garage	1542.22	1542.22
TOTAL LIVABLE (rounded)			2605

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
12.5	x	45.0	562.50
14.7	x	33.0	484.00
21.8	x	29.0	633.17
2.5	x	4.0	10.00
14.3	x	24.5	351.17
8.0	x	39.0	312.00
2.7	x	10.2	27.11
9.0	x	25.0	225.00
8 Calculations Total (rounded)			2605

SUBJECT PROPERTY PHOTO ADDENDUM

Client: Dustin Riggs/Idaho Impact Homes LLC	File No.: 132205045G
Property Address: 15775 Wagner Rd	Case No.:
City: Caldwell	State: ID Zip: 83607-9625



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: May 20, 2022
Appraised Value: \$ 1,056,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE



Front
Different angle



Front
Different angle



Rear
Different angle



Canal



Garage



RV Bay



Mud



1/2 Bath



Bedroom



Bathroom



Bathroom
Different angle



Bathroom
Different angle



Laundry



Dining Room



Living Room



Kitchen



Kitchen
Different angle



Kitchen
Different angle



Kitchen
Different angle



Bedroom



Bathroom



Bathroom



Bedroom



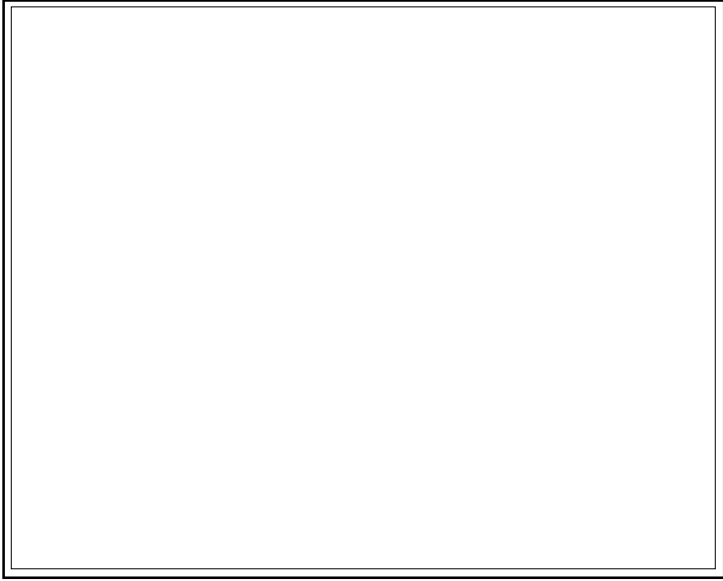
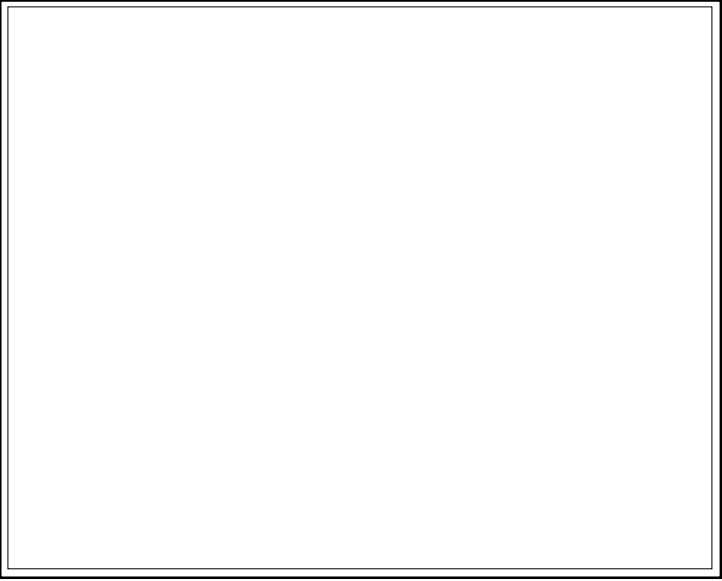
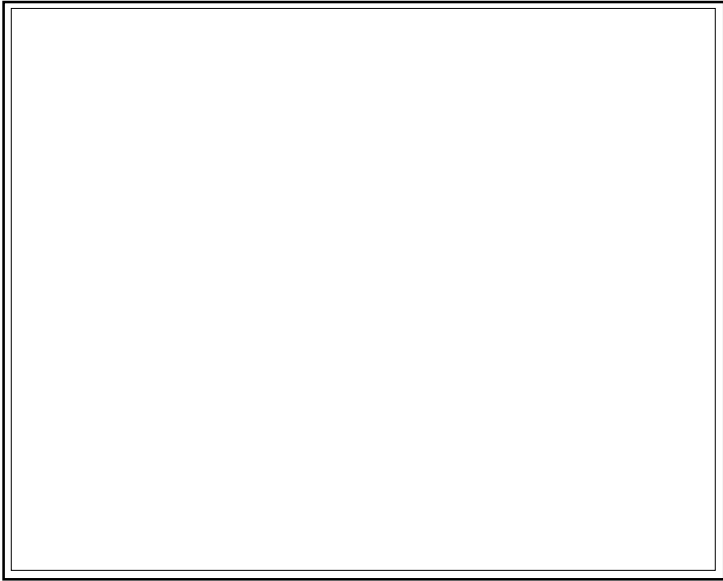
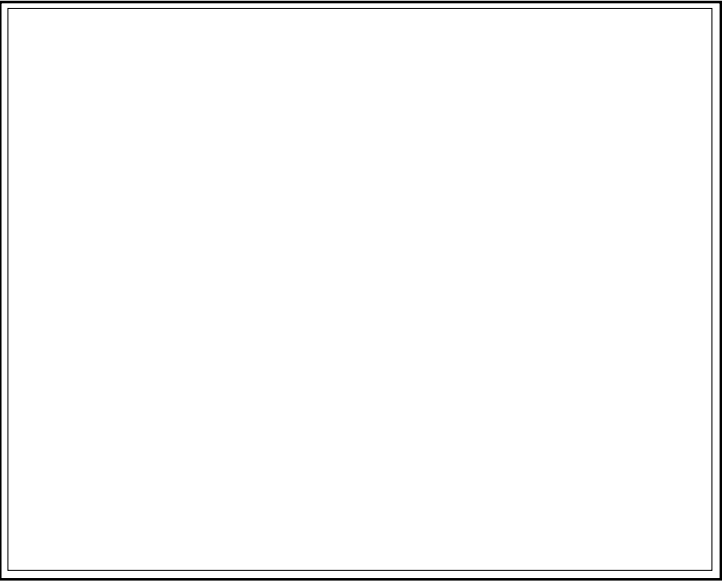
Bedroom



Living room
Different angle



Away From Rear



COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Dustin Riggs/Idaho Impact Homes LLC		File No.: 132205045G
Property Address: 15775 Wagner Rd		Case No.:
City: Caldwell	State: ID	Zip: 83607-9625



COMPARABLE SALE #1

5020 Artisan Ln
Caldwell, ID 83607-9522
Sale Date: s12/21;c12/21
Sale Price: \$ 850,000



COMPARABLE SALE #2

22604 Aura Vista Way
Caldwell, ID 83607-5539
Sale Date: s12/21;c09/21
Sale Price: \$ 1,097,000

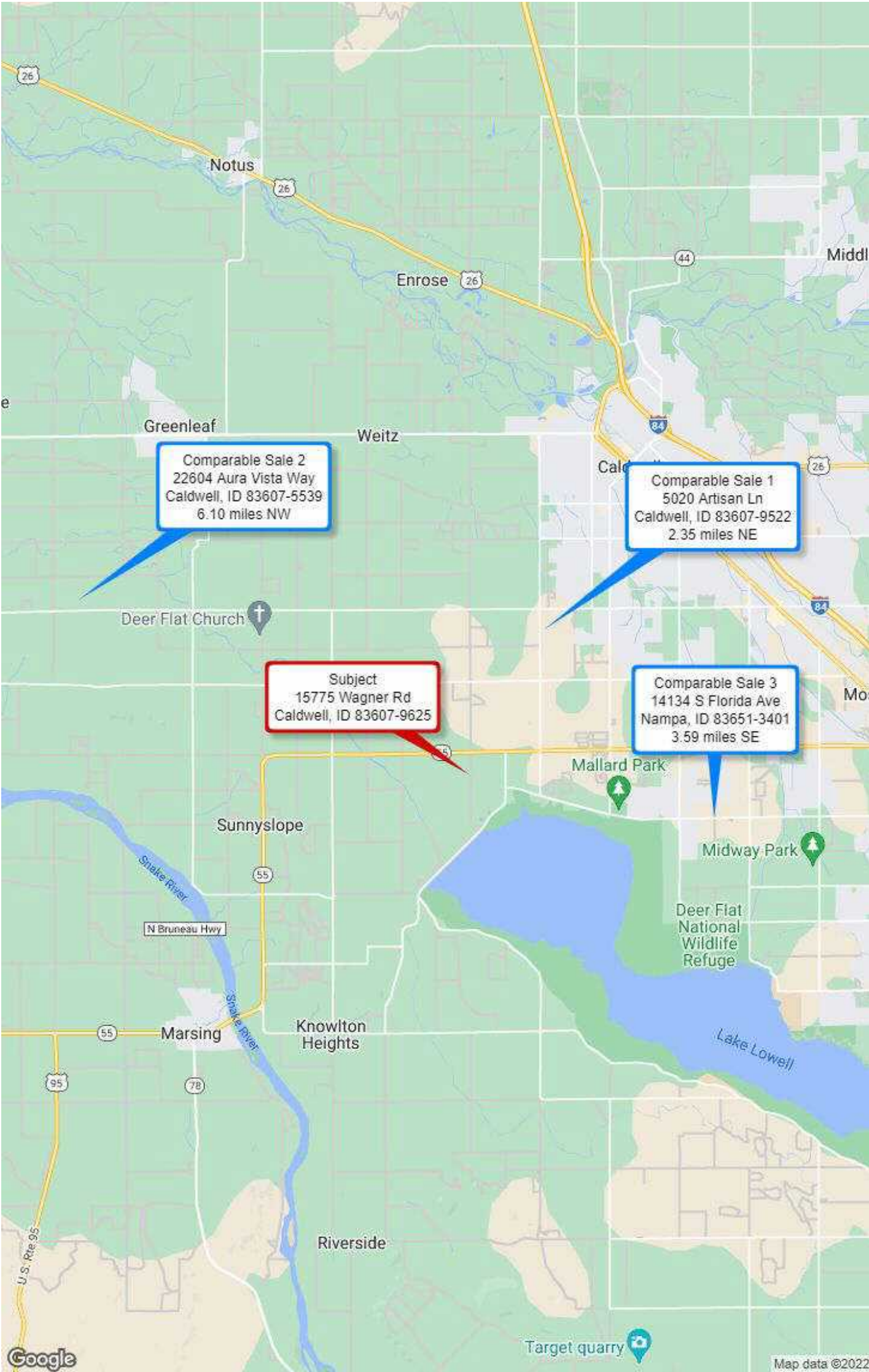


COMPARABLE SALE #3

14134 S Florida Ave
Nampa, ID 83651-3401
Sale Date: s04/22;c06/21
Sale Price: \$ 1,067,850

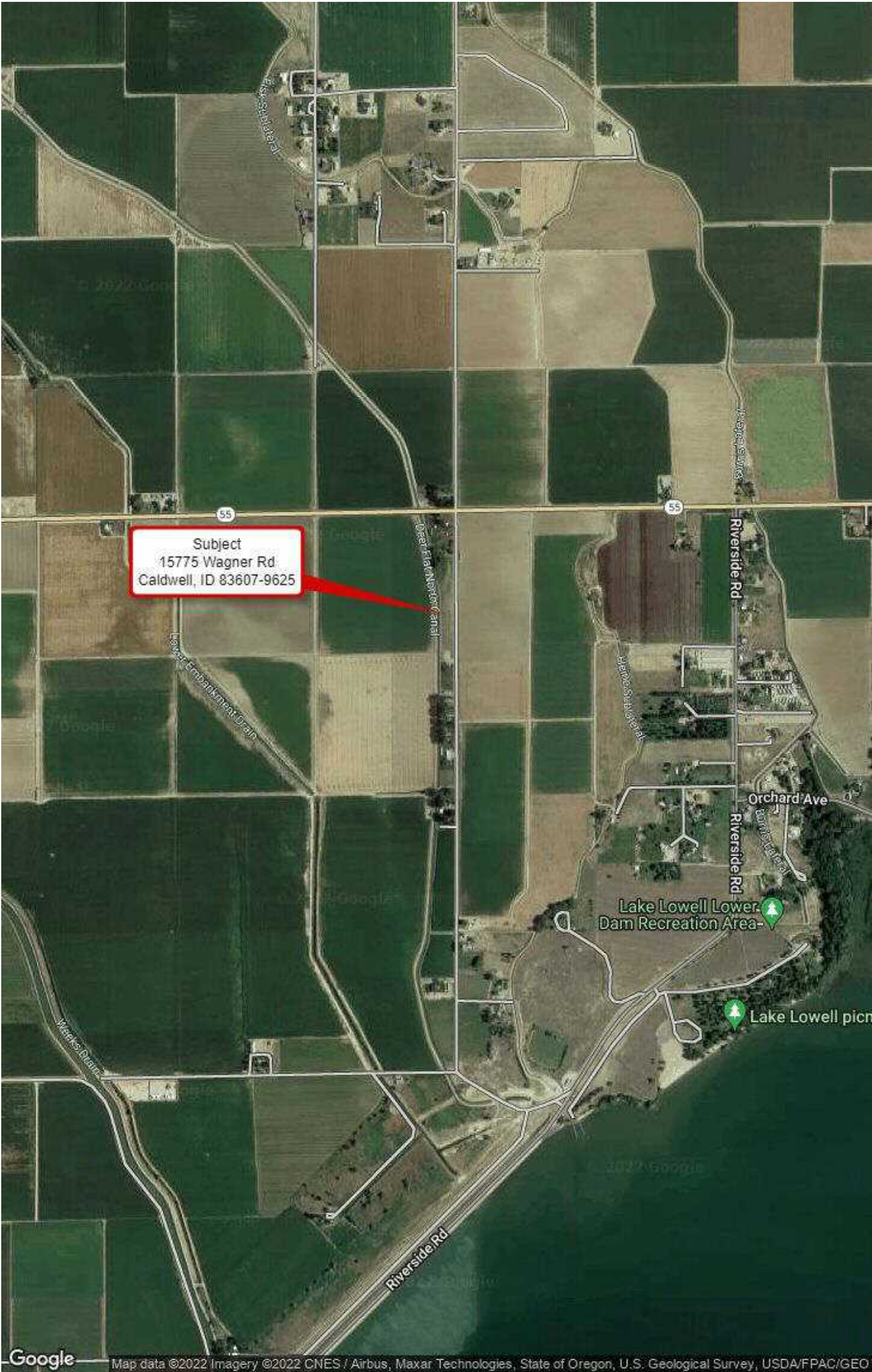
LOCATION MAP

Client: Dustin Riggs/Idaho Impact Homes LLC	File No.: 132205045G
Property Address: 15775 Wagner Rd	Case No.:
City: Caldwell	State: ID Zip: 83607-9625



AERIAL MAP

Client: Dustin Riggs/Idaho Impact Homes LLC	File No.: 132205045G
Property Address: 15775 Wagner Rd	Case No.:
City: Caldwell	State: ID Zip: 83607-9625



FLOOD MAP




Client: Dustin Riggs/Idaho Impact Homes LLC	File No.: 132205045G
Property Address: 15775 Wagner Rd	Case No.:
City: Caldwell	State: ID Zip: 83607-9625



FLOOD INFORMATION

Community: Canyon County
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 16027C0375F
Panel: 16027C0375
Zone: X
Map Date: 05-24-2011
FIPS: 16027
Source: FEMA DFIRM

LEGEND

-  = FEMA Special Flood Hazard Area – High Risk
-  = Moderate and Minimal Risk Areas
- Road View:
 -  = Forest
 -  = Water

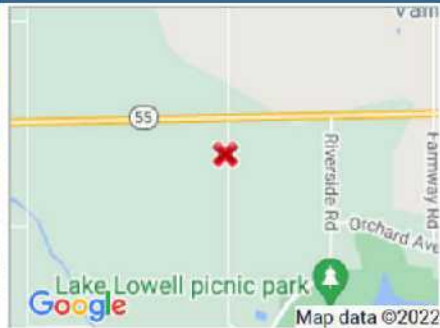
Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

PROPERTY HISTORY DETAIL

Address
15775 Wagner
Caldwell, ID 83605

MLS #98841480



MLS # 98841480		Class Residential	List Date 5/6/2022		CDOM 42	DOM 14	
Chg Date	Chg Type		Status	Price	Agent - Agt Name	List Ofc 1 - Ofc Name	Address
05/09/2022 12:01:08 AM	Status, Status Dt		ACT	\$1,099,990	Adrianne Goff	RE/MAX Executives	15775 Wagner
05/07/2022 9:27:59 AM	Associated Document Count		NEW	\$1,099,990	Adrianne Goff	RE/MAX Executives	15775 Wagner
05/07/2022 9:24:40 AM	Associated Document Count		NEW	\$1,099,990	Adrianne Goff	RE/MAX Executives	15775 Wagner
05/06/2022 5:10:09 PM	First Recorded Entry		NEW	\$1,099,990	Adrianne Goff	RE/MAX Executives	15775 Wagner

MLS # 98837211		Class Residential	List Date 4/5/2022			DOM 28	
Chg Date	Chg Type		Status	Price	Agent - Agt Name	List Ofc 1 - Ofc Name	Address
05/06/2022 1:34:58 PM	Status, Status Dt, Off Market Date		CAN	\$1,099,990	Dustin Riggs	Homes of Idaho	15775 Wagner
04/21/2022 9:01:54 AM	Associated Document Count		ACT	\$1,099,990	Dustin Riggs	Homes of Idaho	15775 Wagner
04/18/2022 12:45:19 PM	Associated Document Count		ACT	\$1,099,990	Dustin Riggs	Homes of Idaho	15775 Wagner
04/18/2022 12:41:52 PM	Associated Document Count		ACT	\$1,099,990	Dustin Riggs	Homes of Idaho	15775 Wagner
04/11/2022 12:00:40 AM	Status, Status Dt		ACT	\$1,099,990	Dustin Riggs	Homes of Idaho	15775 Wagner
04/08/2022 7:27:39 PM	Status, Status Dt, Remarks		NEW	\$1,099,990	Dustin Riggs	Homes of Idaho	15775 Wagner
04/05/2022 1:16:07 PM	First Recorded Entry		CMS	\$1,099,990	Dustin Riggs	Homes of Idaho	15775 Wagner



LOCATION	
Property Address	15775 Wagner Rd Caldwell, ID 83607-9625
Subdivision	
County	Canyon County, ID
GENERAL PARCEL INFORMATION	
Parcel ID/Tax ID	32942010 0
Alternate Parcel ID	
Account Number	R3254201000
District/Ward	059-00
2010 Census Trct/Blk	218/3
Assessor Roll Year	2021

PROPERTY SUMMARY	
Property Type	Residential
Land Use	Single Family Residential
Improvement Type	Single Family Residential
Square Feet	2583
CURRENT OWNER	
Name	Idaho Impact Homes LLC
Mailing Address	1519 Cedar St Caldwell, ID 83605-6127
SCHOOL ZONE INFORMATION	
West Canyon Elementary School	3.4 mi
Elementary: Pre K to 5	Distance
Vallivue Middle School	2.2 mi
Middle: 6 to 8	Distance
Vallivue High School	2.9 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 05/11/2022

Tax Data				MLS Data	
Date	Buyer/Owners	Seller	Instrument	Book/Page or Document#	Date Amount
	Idaho Impact Homes LLC			2021065195	
	Artlach Properties Lp			2018037208	
	Frenichs Scott D			2013002889	

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2021	Assessment Year	2021
Appraised Land	\$103,800	Assessed Land	\$103,800
Appraised Improvements		Assessed Improvements	
Total Tax Appraisal	\$103,800	Total Assessment	\$103,800
		Exempt Amount	
		Exempt Reason	

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2021			\$875.94
2020			\$31.96
2019			\$36.14
2018			\$39.96
2017			\$19.92
2016			\$37.30
2015			\$32.02

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1			
Type	Single Family Residential	Condition	Average
Year Built	2021	Effective Year	
BRs	4	Baths	3 F 1 H
Total Sq. Ft.	2,583		
Building Square Feet (Living Space)		Building Square Feet (Other)	
1st Floor 2583		Garage 1563	
Base Area 2583			
Finished Area 2583			
- CONSTRUCTION			
Quality	B+	Roof Framing	
Shape		Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation		Interior Finish	
Floor System		Air Conditioning	Central
Exterior Wall	Wood Siding	Heat Type	
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	16
- OTHER			
Occupancy		Building Data Source	

AIG SPECIALTY INSURANCE COMPANY

Administrative Offices - 175 Water Street, 18th Floor, New York, NY 10038

Certificate Number:013711121-01

This Certificate forms a part of Master Policy Number:035908521-01

Renewal of Master Policy Number :035908521-00

NOTICE: THIS INSURANCE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND ONLY APPLIES TO CLAIMS FIRST MADE AGAINST THE CERTIFICATE HOLDER DURING THE CERTIFICATE PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE CERTIFICATE HOLDER AFTER THE END OF THE CERTIFICATE PERIOD UNLESS, AND TO THE EXTENT, A BASIC OR EXTENDED REPORTING PERIOD APPLIES.

NOTICE: DEFENSE EXPENSES ARE INCLUDED WITHIN AND REDUCE THE APPLICABLE LIMIT OF LIABILITY STATED IN THE CERTIFICATE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

NORMAN-SPENCER REAL ESTATE RISK PURCHASING GROUP INC dba
THE AMERICAN ACADEMY OF STATE CERTIFIED APPRAISERS
(A Delaware Corporation)

CERTIFICATE DECLARATIONS

1. Name and Address of Certificate Holder:Ames Appraisal, Inc.

PO Box 190255
BoiseID83719

2. Certificate Period:Effective Date:8/26/2021to Expiration Date:8/26/2022
12:01 a.m. Standard Time at the Address of the Certificate Holder shown in item 1. above

2a. Retroactive Date:8/26/2004
12:01 a.m. Standard Time at the Address of the Certificate Holder shown in item 1. above

3. Limit of Liability:\$1,000,000 each claim
\$1,000,000 aggregate limit

4. Deductible:\$- each claim

5. Professional Covered Services insured by this policy are:REAL ESTATE APPRAISAL SERVICES

6. Advance Certificate Holder Premium:\$1,728.00Surplus Lines Tax26.52
Stamping Fee8.84

7. Minimum Earned Premium:25% or\$432.00Risk Purchasing Group Fee40.00

Forms and Endorsements:
See Attached Forms listTotal:\$75.36

Agency Name and Address:Norman-Spencer Agency, LLC
8075 Washington Village Drive
Dayton, OH 45458

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE ATTACHED MASTER POLICY.



County: Ada

Authorized Representative OR
Countersignature (in states where applicable)Date: August 5, 2021

This surplus lines contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus lines insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association. Brian J Norman

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for licensure and is entitled
under the laws and rules of the State of Idaho to operate as a(n)
CERTIFIED RESIDENTIAL APPRAISER



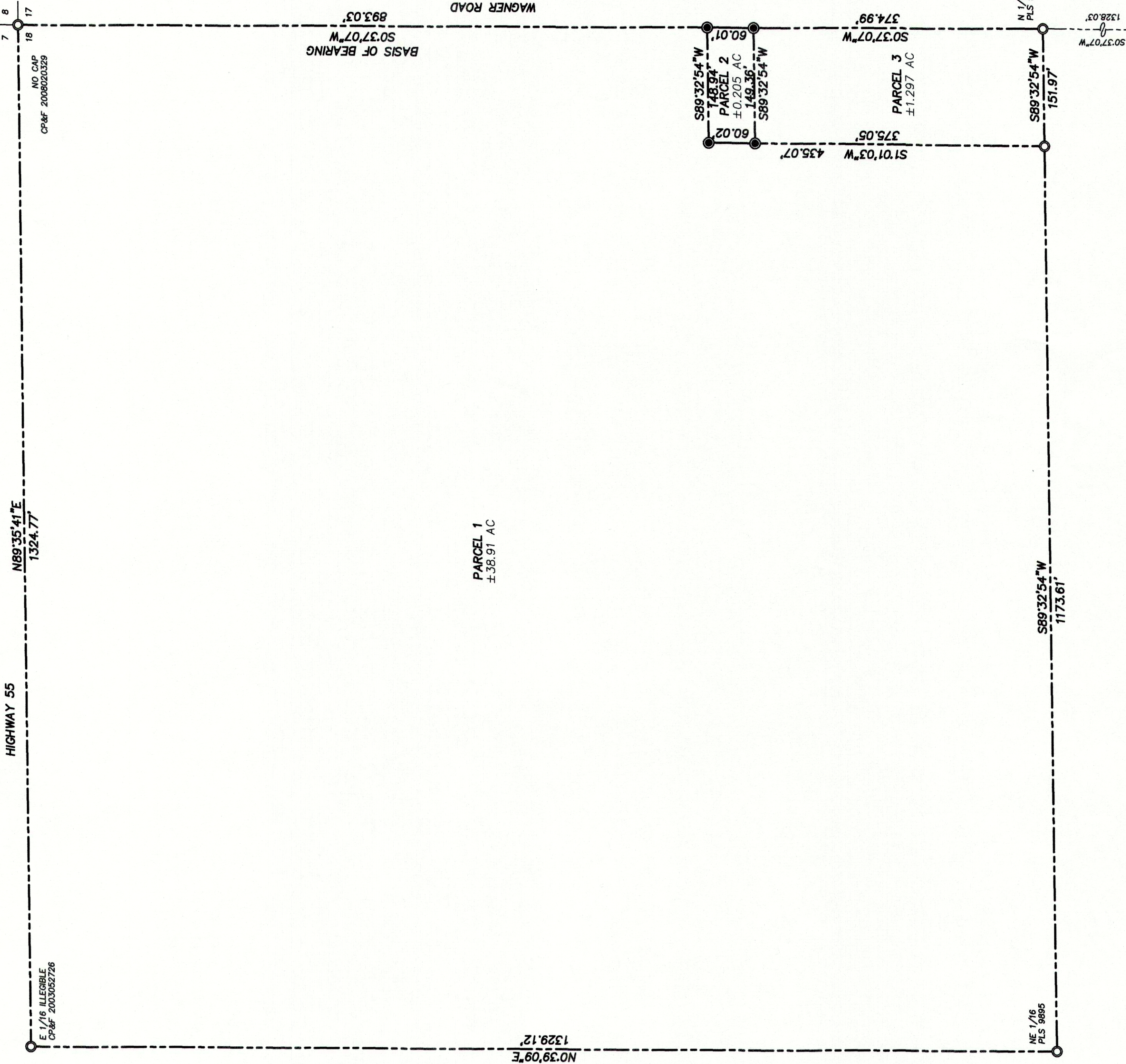

Russell S. Barron
Division Admin

CRA-1831
Number

08/04/2022
Expires

RECORD OF SURVEY

A PART OF THE NE 1/4 NE 1/4, SECTION 18, T. 3 N., R. 3 W., B.M.,
NAMPA, CANYON COUNTY, IDAHO
2021



LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN
- SET 5/8" X 30" IRON PIN
- W/ PLASTIC CAP PLS 9366
- DEED LINE
- SECTION LINE

NARRATIVE

THIS SURVEY WAS DONE TO RESET PROPERTY CORNERS AS SHOWN

RECORD DATA

ROS INST. NO. 200569773
DEED INST. NO. 2021007265

CERTIFICATE OF SURVEYOR

I, Darin Holzhey do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this Record of Survey correctly represents a survey made by me or under my direct supervision in conformance with Idaho Code 31-2709, 1947 and accepted procedures of land surveying. I further certify that I have complied with Title 55, Chapter 16, Idaho Code.



Darin Holzhey

P.L.S. License No. 9366

INDEX NO. 334-18-1-1-0-00-00

SURVEY FOR:

LOUCKS HOMES

JOB NO. MR1821	DWG NO. MR1821 ROS	SCALE: 1"=100'	REV. △
Professional Engineers, Land Surveyors & Planners		FIELD BOOK NO.	DRAWN BY: DATE:
Mason & Associates		924 3rd St. South, Nampa, ID 83851	CS 5-21-2021
		(208) 864-0268 Fax (208) 467-4130	

The recording of this Record of Survey does not enable the owners of the Parcels to convey ownership based solely on this map. A written conveyance must accompany such change in ownership. This Record of Survey does not serve as a legal description for the property shown on this map.

This drawing does not necessarily show all of the physical features of the property. Mason & Associates, Inc. assumes no liability for present or future compliance or non-compliance with governing jurisdictions restrictions pertaining to building permits, vehicle access permits or septic permits.



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholtzhey@masonandassociates.us

FOR: Loucks Homes
JOB NO.: MR1521
DATE: July 1, 2021

PARCEL 2

A parcel of land being a portion of the NE1/4 NE1/4 of Section 18, Township 3 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the northeast corner of the NE1/4 NE1/4;

Thence S 00° 37' 07" W a distance of 893.03 feet along the east boundary of the NE1/4 NE1/4 to the **POINT OF BEGINNING**;

Thence S 00° 37' 07" W a distance of 60.01 feet along the east boundary of the NE1/4 NE1/4;

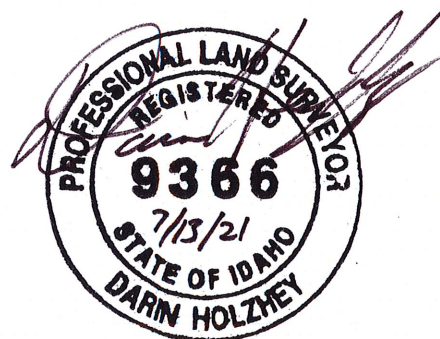
Thence S 89° 32' 54" W a distance of 149.36 feet parallel with the south boundary of the NE1/4 NE1/4;

Thence N 01° 01' 03" E a distance of 60.02 feet;

Thence N 89° 32' 54" E a distance of 148.94 feet parallel with the south boundary of the NE1/4 NE1/4 to the **POINT OF BEGINNING**;

This parcel contains 0.205 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.





Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholtzhey@masonandassociates.us

FOR: Loucks Homes
JOB NO.: MR1521
DATE: July 1, 2021

PARCEL 3

A parcel of land being a portion of the NE1/4 NE1/4 of Section 18, Township 3 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the northeast corner of the NE1/4 NE1/4;

Thence S 00° 37' 07" W a distance of 953.04 feet along the east boundary of the NE1/4 NE1/4 to the **POINT OF BEGINNING**;

Thence S 00° 37' 07" W a distance of 374.99 feet along the east boundary of the NE1/4 NE1/4 to the southeast corner of the NE1/4 NE1/4;

Thence S 89° 32' 54" W a distance of 151.97 feet along the south boundary of the NE1/4 NE1/4;

Thence N 01° 01' 03" E a distance of 375.05 feet;

Thence N 89° 32' 54" E a distance of 149.36 feet parallel with the south boundary of the NE1/4 NE1/4 to the **POINT OF BEGINNING**;

This parcel contains 1.297 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.





Building Permit

Development Services Department
 111 North 11th Ave., Suite 140, Caldwell, ID 83605
 For Inspections Call: (208) 454-7460
 Fax: (208) 454-6633

Issued Date:
 7/16/2021

Permit Number: BP2021-0657

Parcel Number: 32942010 0

Secondary

Parcel Address: 15775 WAGNER RD

Address:

Caldwell ID 83607-0000

Owner: LOUCKS LAMON

Sec: Twn: Range: Qtr: Zoning:

5628 OLD BRUNEAU HWY

18 3N 3W NE A

MARSING ID 83639

Applicant: IDAHO IMPACT CONSTRUCTION LLC

Sub:

1519 CEDAR ST

Lot(s): Bick:

CALDWELL ID 83605

Item Num: Single Family Residence

Contractor: IDAHO IMPACT CONSTRUCTION LLC

Proj. Type: New

1519 CEDAR ST

OCC Group: U

CALDWELL ID 83605

OCCType: Garage Attached

Registration No.: RCE-51122

CNST Type: VB

Project Notes:

1st Floor: 2604

Porches\Patios: 369

Proj. Value: \$225,583.30

2nd Floor:

Det Acc 2nd Flr:

Code Edition: 2018 IRC

Bonus Room:

Det Acc:

Description: NEW SFR W/ATTACHED GARAGE - TALL WALLS - FOUR BDRMS; PI2021-0221 - NO BP - WILLING TO RISK \$ TO WAIT ON AD DECISION - PER KATE - ALLOWED TO SUBMIT FOR BP WHILE WAITING FOR AD - Hold permit for AD decision - kg AD2021-0111 has been approved 7/13/2021 CL

Basement:

Mfg Home:

Garage: 1543

2nd Floor Add:

Carport:

1st Floor Add:

Decks:

All Other Res:

Auto Sprinkler: No

Fees

Date	Fee Item	Amount
06/08/2021	Certificate of Zoning Compliance - ZCB	\$70.00
06/08/2021	Deposit for Plan Check	\$180.00
07/14/2021	Residential Plan Check - Varies	\$294.40
06/23/2021	Caldwell Rural Fire Protection District Impact Fee - Residential - Per Dwelling	\$665.00
07/14/2021	Residential Permit Fee - Varies	\$2,965.00
		\$4,174.40



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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

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



ID# 050622Olson

DATE May 6, 2022

LISTING AGENCY RE/MAX Executives

Office Phone # 208-938-9099

Fax # 208-938-8099

Listing Agent Adrienne Goff

E-Mail adriannegoff@me.com

Phone # 208-863-5763

SELLING AGENCY RE/MAX Executives

Office Phone # (208) 938-9099

Fax # (888) 257-7778

Selling Agent Argentina Tapp

E-Mail idahohomesbyargentina@gmail.com

Phone # 208-412-8652

1. BUYER: Gordon Olson & Ruth Olson

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
"PROPERTY" COMMONLY KNOWN AS 15775 Wagner

City Caldwell

County Canyon

ID, Zip 83605

legally described as:

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

2. \$1099990 PURCHASE PRICE: One Million Ninety-nine Thousand Nine Hundred Ninety Dollars And Zero Cents

payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☒ Yes ☐ No

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

(A). \$10000

EARNEST MONEY: Ten Thousand Dollars And Zero Cents

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:

Held By:

Delivered:

Deposited:

☐ Cash☐ Responsible Broker☐ With Offer☒ Upon Receipt and Acceptance☒ Personal Check☒ Closing Company☒ Within 3 business days (three [3] if left blank) of acceptance.☐ Upon Receipt Regardless of Acceptance☐ Cashier's Check☐ See Section 5☐ See Section 5☐ See Section 5☐ Wire/Electronic Transfer☐ Note☐ See Section 5

THE RESPONSIBLE BROKER SHALL BE: Yuri Blanco

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

(C). Cash proceeds from another sale: ☒ Yes ☐ No (No if left blank)

(D). \$672,000.00 NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$672,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER with interest not to exceed 6% for a period of 30 year(s) at: ☒ Fixed Rate ☐ Other

In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$----- through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER with interest not to exceed -----% for a period of ----- year(s) at: ☐ Fixed Rate ☐ Other -----

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

BUYER'S Initials (GO) (RO) Date 05/07/2022

SELLER'S Initials (____) (____) Date _____

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OCTOBER 2021 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 9

Serial#: 021521-600165-1938371

Prepared by: Argentina Tapp | RE/MAX Executives | idahohomesbyargentina@gmail.com |



PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable

(E). \$----- ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(F). \$417,990.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

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

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than 5 business days (five [5] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. This contingency deadline shall not apply to the following contingency(ies): _____

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.

1) This offer is contingent upon a successful closing of Buyers home on 31040 Sutherland Dr., Redlands, CA 92373 currently under contract and 1332 W Raelin Drive, Nampa, Idaho 83686 currently listed.

2) This transaction not to close prior to June 28, 2022.

-----END-----

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in section 6(A) below is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: _____**(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Staging and personal items** _____BUYER'S Initials (GO)(RO) Date 05/07/2022

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

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

8. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

9. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

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

(B). TITLE COMPANY: The parties agree that Title One - Attn: Crystal Sandy _____ Title Company located at 904 Dearborn St Ste. 100, Caldwell, ID 83605 shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

12. INSPECTION: (A). BUYER chooses ☒ to conduct inspections ☐ not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 12(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than 2 business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.**

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

(B) TIMEFRAME(S) FOR INSPECTIONS

1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 7 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

BUYER'S Initials (GO)(RO) Date 05/07/2022

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 12(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 12(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the *Costs Paid By* section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

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

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 12(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required, if additional time was reserved in 12(B)(2) there may be multiple notices.

1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 12(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

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

3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items/conditions, **it shall end BUYER'S timeframe for that particular inspection and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, **said response is irrevocable without consent of BUYER** and BUYER may proceed under 12(C)(4) below.

4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) **the BUYER has the option of 1)** negotiating with SELLER to obtain a modification of SELLER'S response **2)** proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or **3)** giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 12(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 12(B)(2).

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

13. LEAD PAINT DISCLOSURE: The subject PROPERTY ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils **regardless of the source of the lead.** If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than ----- or the contingency will terminate, (d) that BUYER hereby ☐ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

BUYER'S Initials (GO) (RO) Date 05/07/2022

SELLER'S Initials (_____) (_____) Date _____

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PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

14. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

15. SQUARE FOOTAGE AND BOUNDARY VERIFICATION: BUYER is aware that any reference to the square footage, the boundaries and/or property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.

16. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

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

18. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☒ No ☐ N/A. Association fees/dues are \$0.00 per year.

☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association SET UP FEE of \$_____ at closing.

☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association PROPERTY TRANSFER FEES of \$_____ at closing.

☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association STATEMENT OF ACCOUNT FEE of \$_____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

19. COSTS PAID BY: The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 12.

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

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

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

BUYER'S Initials (GO)(RO) Date 05/07/2022

SELLER'S Initials (____)(____) Date _____

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OCTOBER 2021 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Serial#: 021521-600165-1938371

Prepared by: Argentina Tapp | RE/MAX Executives | idahohomesbyargentina@gmail.com |

Form
Simplicity

PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

20. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy PROPERTY as BUYER'S primary residence.

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

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

23. WALK THROUGHS: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within 3 business days (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within 3 business days (three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for phone, cable and internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their associates of any liability as to incomplete repairs and/or any changed conditions.

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

25. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

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

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

28. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

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

30. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

31. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

BUYER'S Initials (GO)(RO) Date 05/07/2022

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

33. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults**, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

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

35. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

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

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

38. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(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 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 a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

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

39. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) July 1, 2022. The parties agree that the **CLOSING COMPANY** for this transaction shall be Title One - Attn Crystal Sandy located at 904 Dearborn St Ste. 100, Caldwell, ID 83605. If a long-term escrow / collection is involved, then the long-term escrow holder shall be _____.

BUYER'S Initials (GO)(RO) Date 05/07/2022

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

40. CONDITION OF PROPERTY UPON CLOSING: Upon closing BUYER agrees BUYER is purchasing the PROPERTY in as-is-condition with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing and BUYER will assume all obligations with respect to the PROPERTY.

41. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ A.M. ☐ P.M.

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

43. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned.

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

45. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

47. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) May 8, 2022 at (Local Time in which PROPERTY is located) 12:00 ☐ A.M. ☒ P.M.

BUYER'S Initials (GO)(RO) Date 05/07/2022

SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: 15775 Wagner, Caldwell, ID 83605

ID#: 050622Olson

48. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

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

BUYER Signature Gordon Olson

BUYER (Print Name) _____

Date 05/07/2022 Time 8:56 AM PDT ☒ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

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

BUYER Signature Ruth Olson

BUYER (Print Name) _____

Date 05/07/2022 Time 8:58 AM PDT ☒ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

49. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.☐ SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER☐ COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) # _____☐ COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) # _____

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

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

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

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

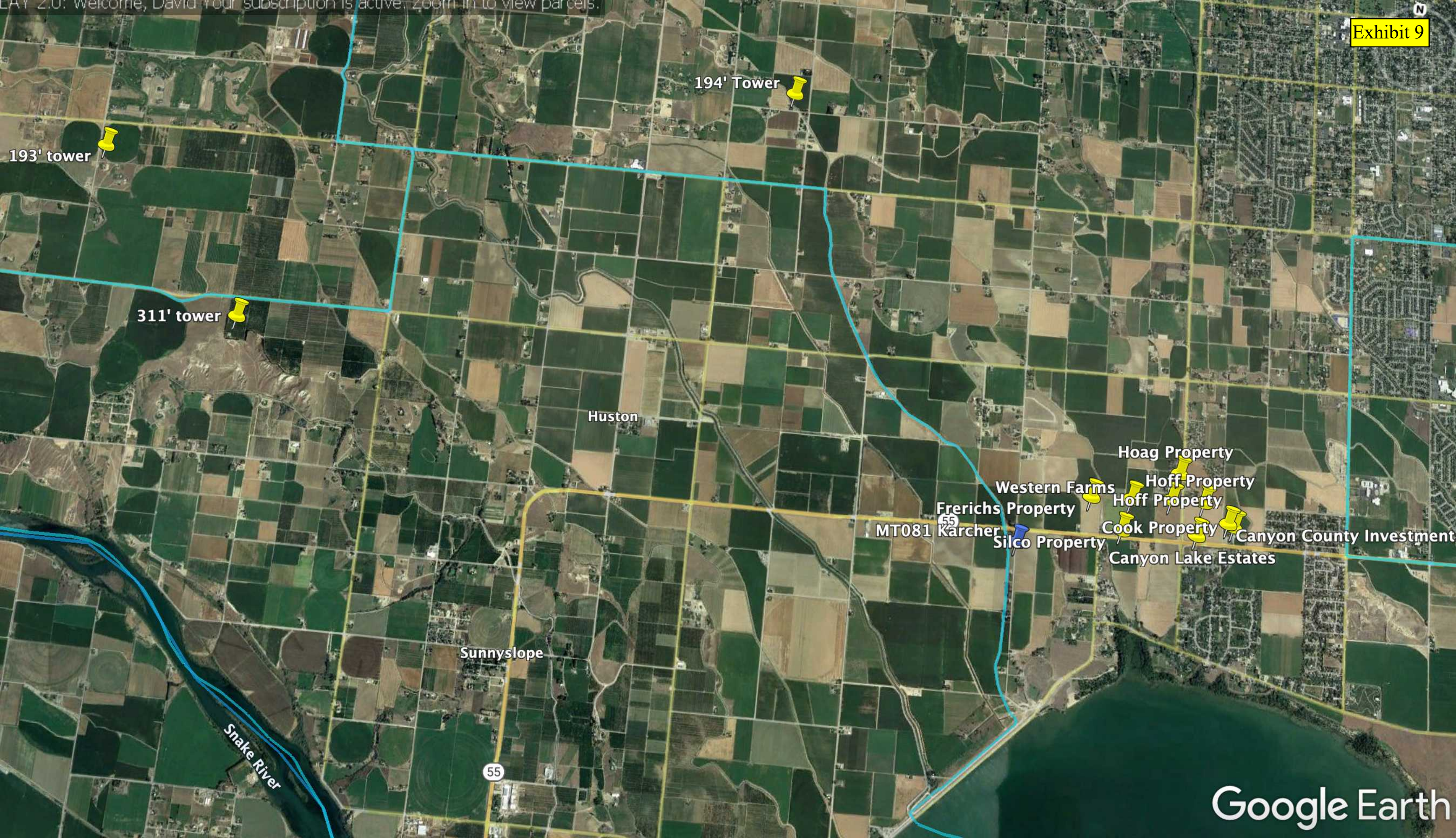
City _____ State _____ Zip _____

Fax # _____

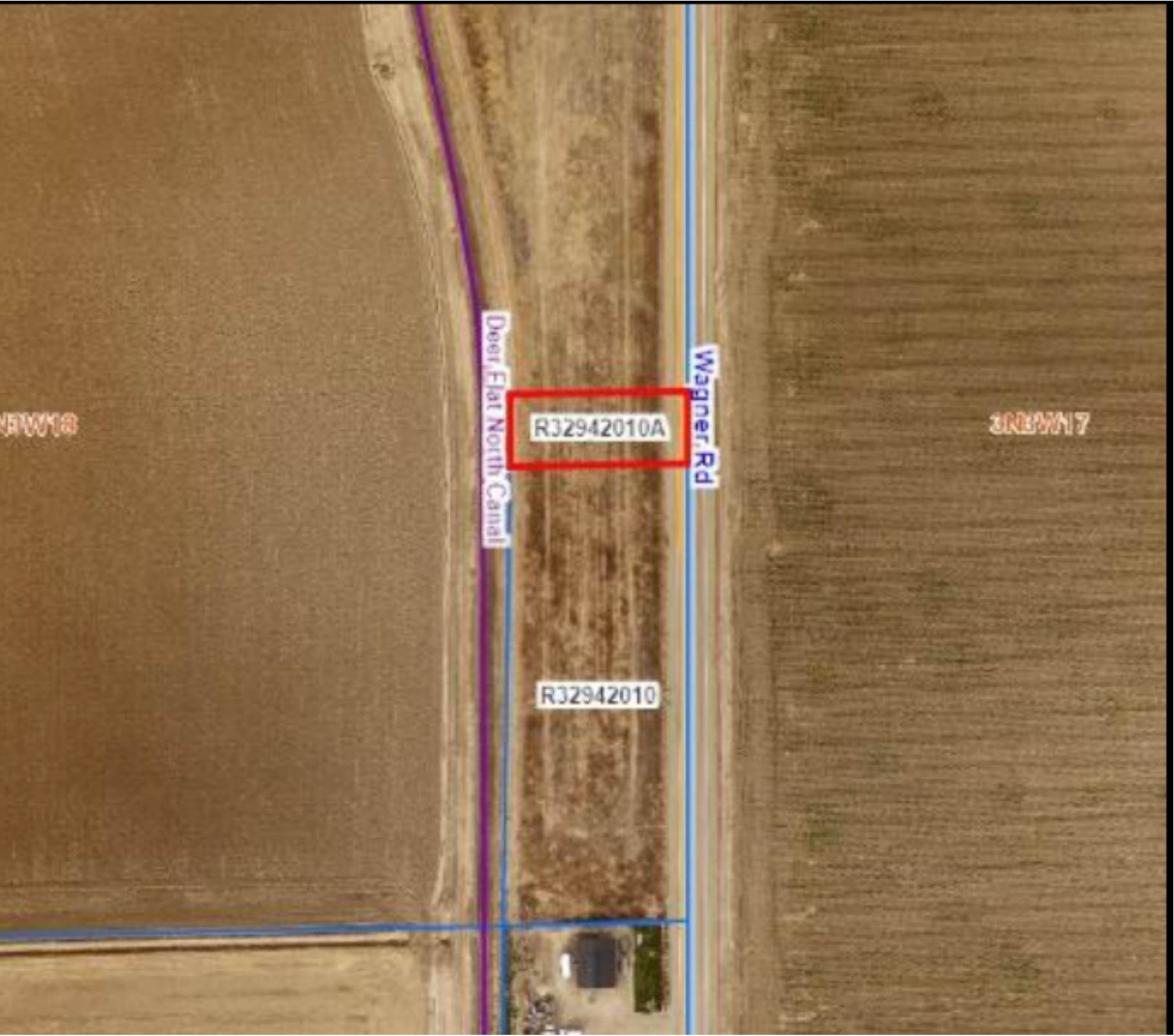
CONTRACTOR REGISTRATION # (if applicable) _____

LATE ACCEPTANCE

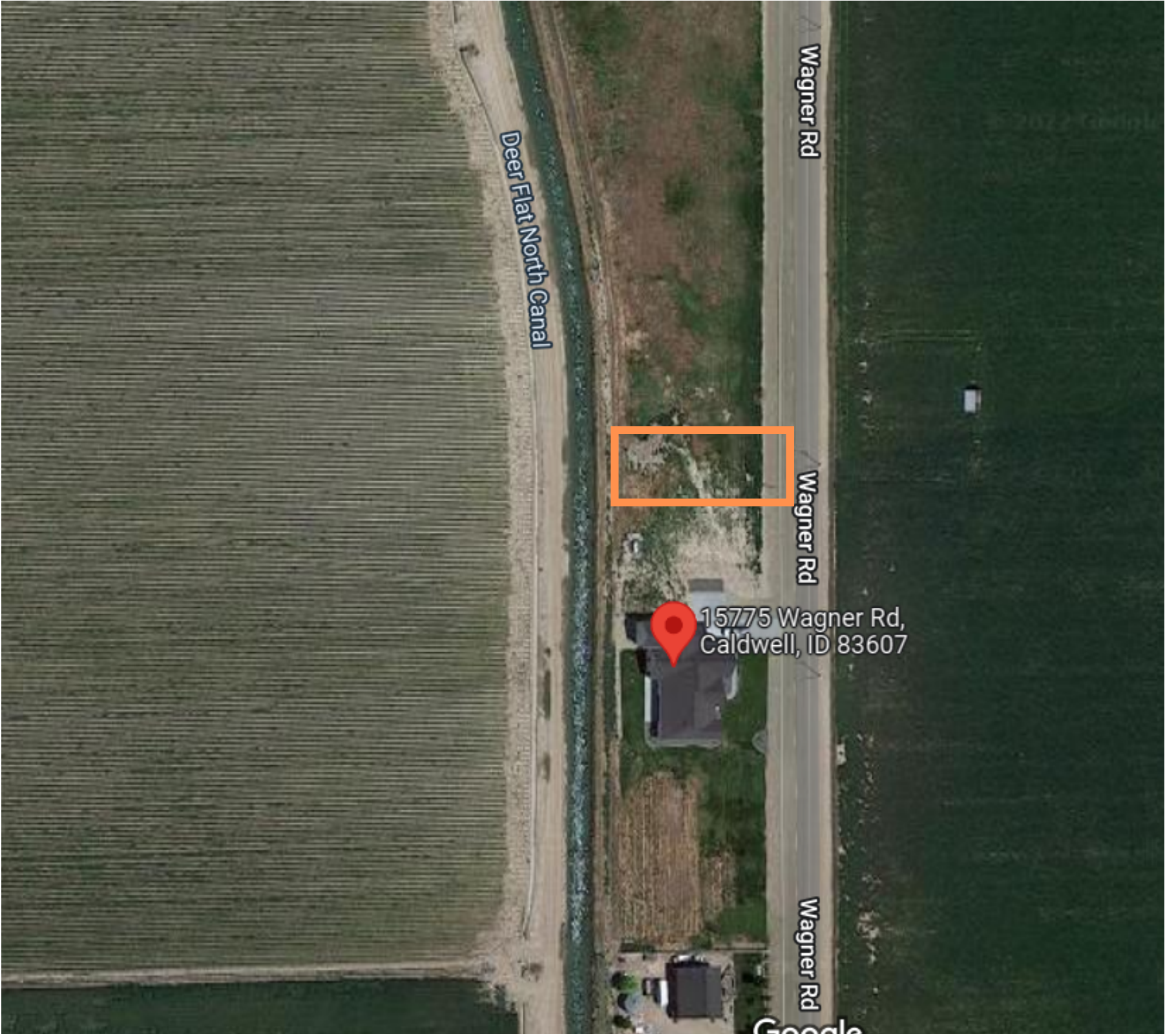
If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (____)(____) Date _____
 If BUYER timely approves of SELLER's late acceptance,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



2020 Areal Photograph



2022 Areal Photograph



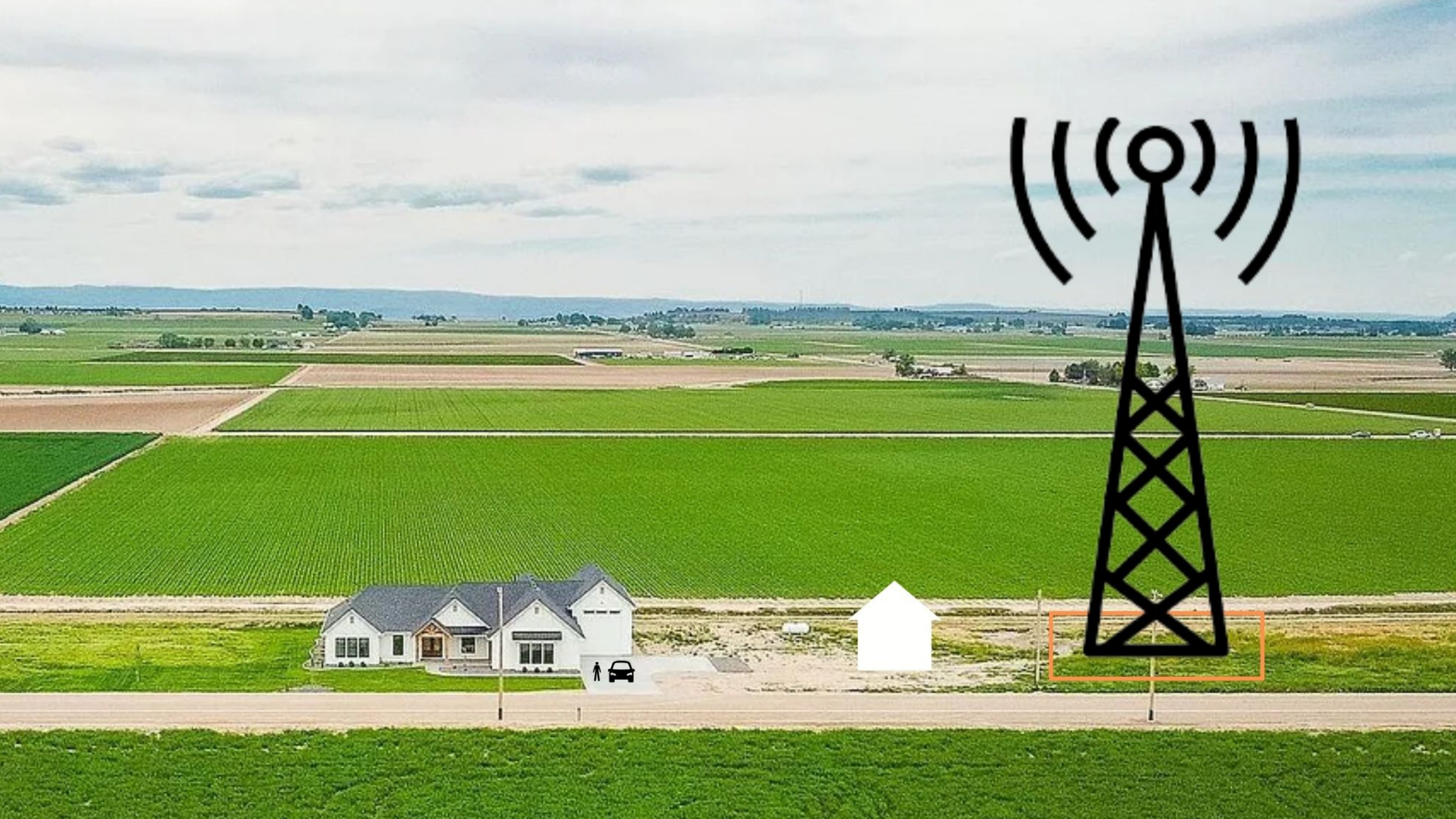
↓
**Ground photo
included in staff report
(exhibit 7) for initial hearing.**



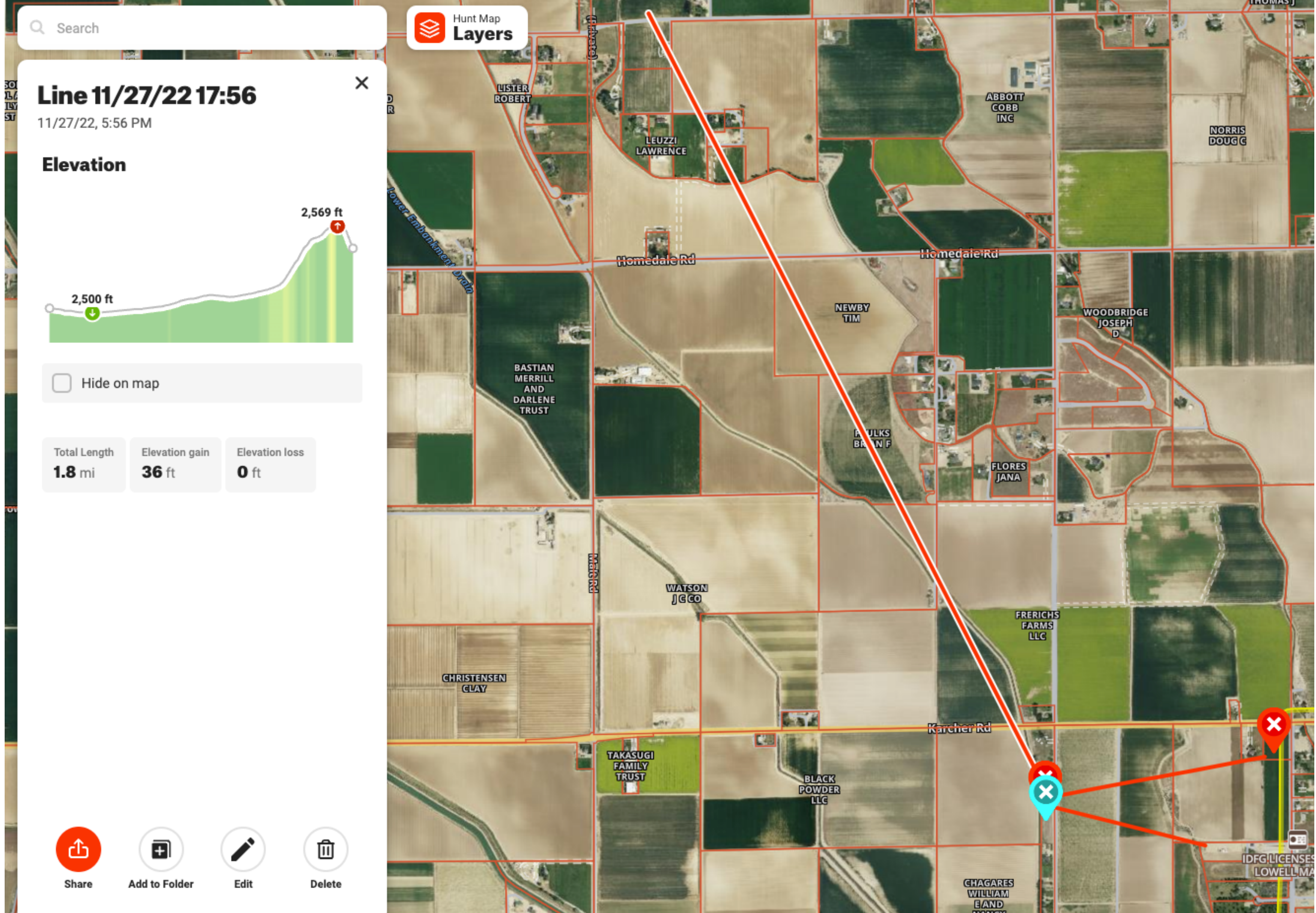
**Photo taken without special
camera features.**







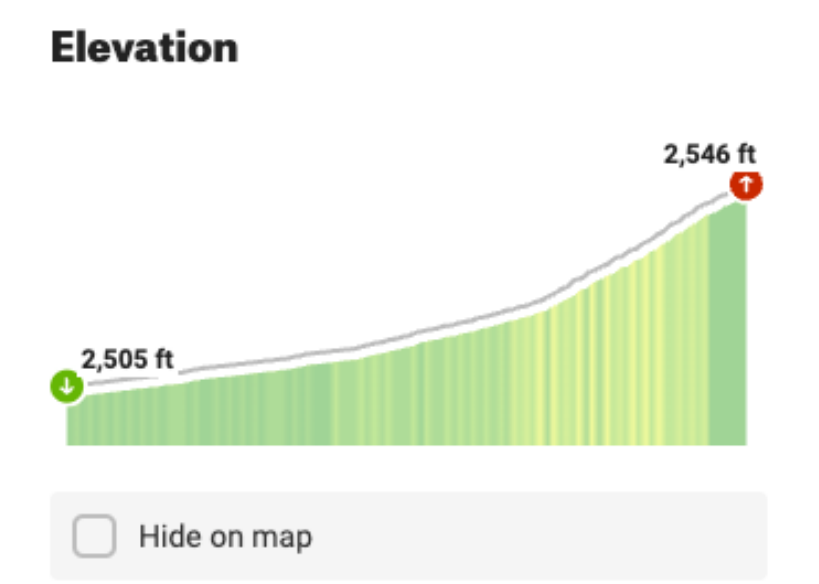




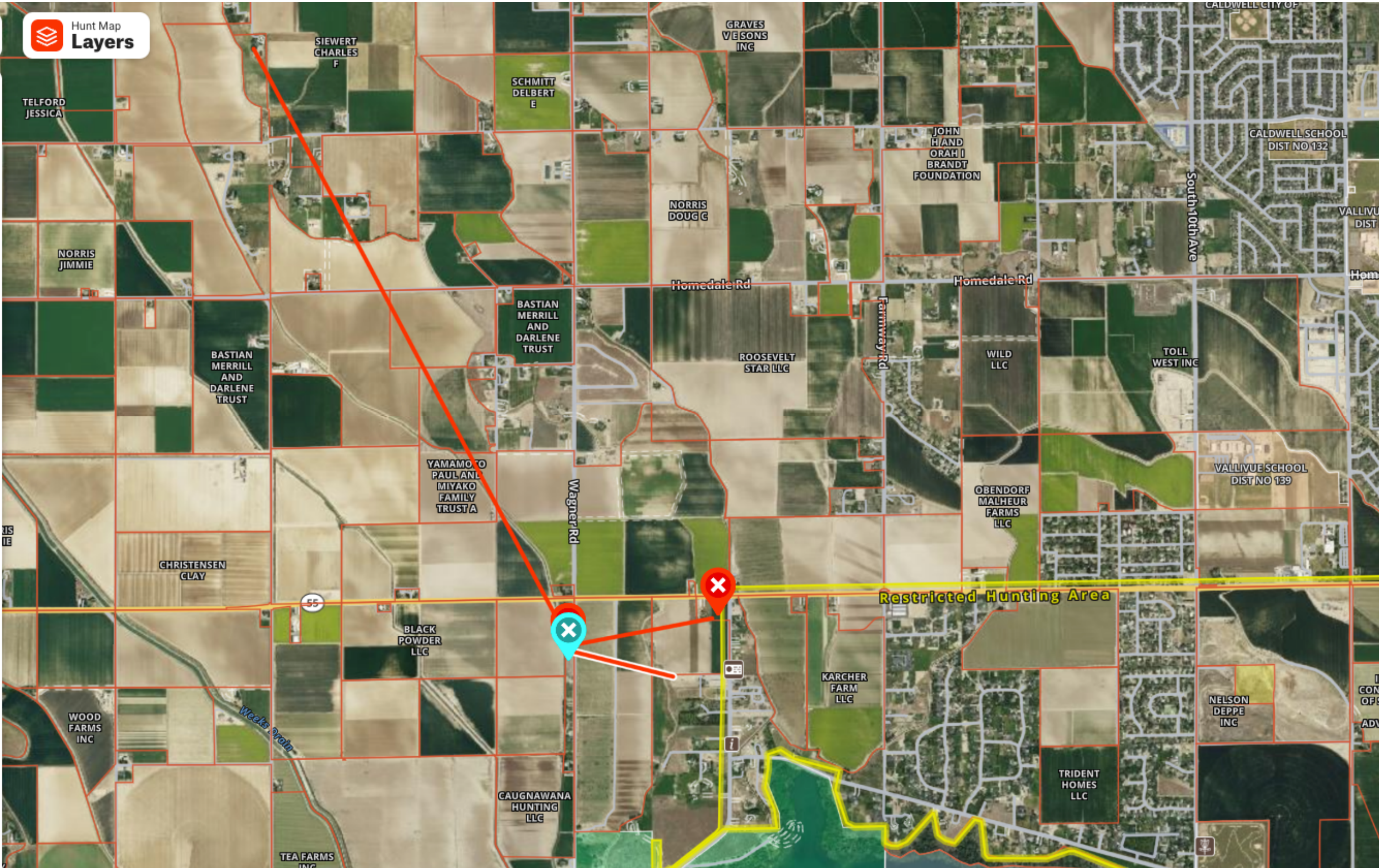
Search



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11/30/22, 11:29 AM



Total Length	Elevation gain	Elevation loss
580 yds	33 ft	0 ft



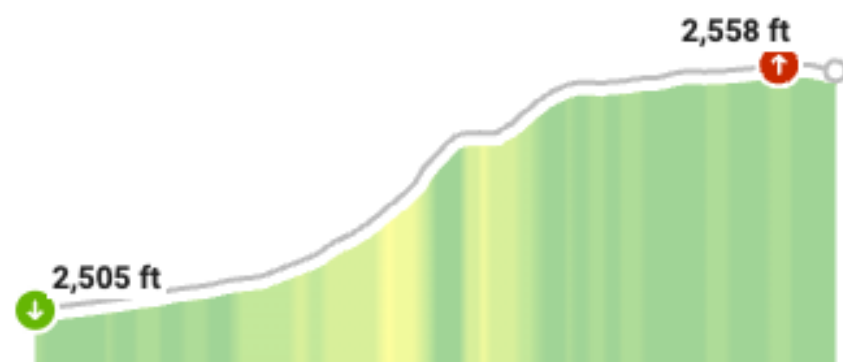
Search

Hunt Map
Layers

Line 11/27/22 17:06

11/27/22, 5:06 PM

Elevation



☐ Hide on map

Total Length
804 yds

Elevation gain
34 ft

Elevation loss
0 ft

