

REAL ESTATE PURCHASE AND SALE AGREEMENT

SALE NO. **XX-XXX-XX**

This Real Estate Purchase and Sale Agreement (the "**Agreement**") is made effective as of _____, and is made by and between the **STATE BOARD OF LAND COMMISSIONERS**, by and through the **IDAHO DEPARTMENT OF LANDS**, whose mailing address is P.O. Box 83720, Boise, Idaho 83720-0050 ("**Seller**"), and _____, whose mailing address is _____ ("**Buyer**"), for the purchase and sale of that certain real property located in Benewah County, Idaho, with a common street address of 0 KNA State Highway 3, Fernwood, ID 83830 (the "**Property**"), which is more particularly described as:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO, LYING SOUTH AND WEST OF STATE HIGHWAY NO. 3.

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

1.1 Auction Deposit. At close of auction, Buyer paid to Flying S Title and Escrow ("**Closing Agent**"), by cashier's check, in the amount of Three Thousand Dollars (\$3,000) ("**Auction Deposit**"). The Auction Deposit is non-refundable in the event Buyer fails to close through no fault of Seller, but shall be applied at Closing to payment of the purchase price for the Property. The Auction Deposit will initially be deposited in an account with Closing Agent, and upon funding of said amount, shall be disbursed to Seller and deposited in Seller's account.

1.2 Buyer's Premium. In addition to the purchase price and all other costs and expenses paid by Buyer, Buyer shall pay at Closing a Buyer's premium in the amount of five percent (5%) of the Successful Bid, in the amount of _____ Dollars (\$ _____).

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

3. Closing. The sale shall be closed in the office of Flying S Title and Escrow, whose address is 831 Main Ave, St Maries, ID 83861, unless otherwise agreed to in writing by the parties, within sixty (60) days of the close of auction ("**Closing Date**"). At Closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "**close of escrow**" or "**Closing**" means the date on which all appropriate documents are recorded and proceeds of sale are available for, and disbursed to Seller; and all appropriate documents are recorded and delivered as provided herein or in said documents.

3.1 Prorations; Closing Costs. Seller, as an agency of the State of Idaho, is statutorily exempt from paying taxes and assessments (except irrigation district assessments pursuant to statute) on the Property. The State cannot be taxed by any County, City or other local governmental or other quasi-governmental entities, such as a water or sewer district related to a prior lessee or owner's use. The County or other governmental or quasi-governmental entities may show past due taxes and/or assessments relating to a prior lessee or owner's use of the Property, and are typically the obligation of the prior owner or lessee. Such taxes and assessments and utilities, and the entities capable of assessing such taxes and assessments are generally identified in the title commitment. If there are past due taxes and/or assessments, or unpaid utilities incurred by a prior owner or lessee of the Property, then the Property is and shall be sold subject to such taxes, assessments and utilities. Buyer shall pay the Closing Agent's closing and escrow fees. Buyer shall also pay all other closing costs, including, but not limited to: 1) any and all commissions and fees of any agent or representative of Buyer, including, but not limited to, any broker, real estate agent or attorney representing Buyer; 2) recording fees for the cost of recording the State Deed; 3) the cost for title insurance or title insurance cancelation fees, at Buyer's option; 4) lender fees, if any, together with any associated recording fees, if any; and, 5) any other cost, fee or expense which may reasonably be required in order for the transaction to close. All parties shall be responsible to pay their own attorney fees, if

applicable.

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

3.3 **Section 1031 Like-Kind Exchange.** If Buyer intends for this transaction to be a part of a Section 1031 like-kind exchange, then Seller agrees to cooperate in the completion of the like-kind exchange so long as Seller incurs no additional liability or costs in doing so. Buyer shall be entitled to two (2) one (1) month extension options of the Closing Date to facilitate completion of a like-kind exchange ("Extension Options"). Said Extension Options shall be at a cost to Buyer of \$3,000 per month ("Extension Fee"), shall be immediately non-refundable to Buyer, and shall not be applicable to the Purchase Price. Buyer may exercise each of the Extension Options provided for in this Agreement by notifying Seller and Closing Agent of such election in writing and upon the payment of said Extension Fee to the Closing Agent prior to the end of the current Closing Date or any extension thereof. Upon payment of the Extension Fee to the Closing Agent, the Extension Fee will initially be deposited in an account with Closing Agent, and upon funding of said amount, shall be disbursed to Seller and deposited in Seller's account. Buyer may assign this Agreement to any entity set up for the purpose of completing an exchange, provided that such assignment shall not relieve either party (Buyer or any such assignee) of liability for any of the obligations under this Agreement.

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

5. **Risk of Loss; Insurance; Condemnation.** Risk of loss of or damage to the Property shall be borne by Seller from the date hereof until the date of Closing. In the event of material loss of, or damage to, the Property, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer shall nonetheless be obligated to purchase the Property on the date of Closing upon the terms and conditions agreed herein.

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

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

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

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

Buyer acknowledges that Seller has made no representation of any material fact concerning the Property

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

9. Property Constitutes Endowment Land. Buyer understands that there is a constitutional limit of the number of acres of endowment lands that a Buyer can acquire. Buyer represents and warrants that upon the acquisition of the Property, Buyer or any party Buyer represents will not have exceeded the constitutional limit of three hundred and twenty (320) acres of endowment land, or one hundred sixty (160) acres of University endowment land. Contemporaneous with the execution of this Agreement, Buyer executed the appropriate Endowment Land Affidavit or University Endowment Land Affidavit (or both in the case of joint ownership of land by both a State endowment and University endowment) in the form of attached **Exhibit C**, which shall be considered part of this Agreement, and shall survive Closing. If the acquisition of the Property as endowment land exceeds the constitutional limit, then Buyer agrees that Buyer or any party that Buyer represents will forfeit and agree to the following:

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

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

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

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

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

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

13. General. This is the entire Agreement of Buyer and Seller with respect to the matters covered

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

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

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

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

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

[End of text – Signatures follow on next page]

Executed effective the date first set forth above.

SELLER:

IDAHO DEPARTMENT OF LANDS

Date: _____

DUSTIN T. MILLER, Director

Seller's Address:

300 North 6th Street, Suite 103

P.O. Box 83720

Boise, ID 83720-0050

Telephone: _____
208-334-0200

Facsimile: _____
208-334-3698

BUYER:

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Buyer's Address:

Telephone: _____

E-mail: _____

Buyer's Agent/Representative Information:

Printed Name: _____

Title: _____

Telephone: _____

E-mail: _____

EXHIBIT A

STATEMENT OF NON-COLLUSION

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

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

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

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

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

BUYER:

Date: _____

(Print Name)

Date: _____

(Print Name)

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

(seal)

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

EXHIBIT B

STATE OF IDAHO DEED

DEED NO. _____

THIS STATE DEED ("Deed") is made this ____ day of _____, 202_, by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose mailing address is P.O. Box 83720, Boise, Idaho 83720-0050 (hereinafter referred to as "**Grantor**"), and _____, whose mailing address is _____ (hereinafter referred to as "**Grantee**").

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

**THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 43 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO,
LYING SOUTH AND WEST OF STATE HIGHWAY NO. 3.**

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

RESERVING THEREFROM:

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

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

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

[remainder of page intentionall left blank]

IN WITNESS WHEREOF, the State Board of Land Commissioners has executed this instrument as set forth below.

STATE BOARD OF LAND COMMISSIONERS

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

COUNTERSIGNED:

Secretary of State

Director, Department of Lands

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 202_, before me, a Notary Public in and for said State, personally appeared BRAD LITTLE, as the President of the State Board of Land Commissioners and Governor of the State of Idaho, that executed the within instrument, and acknowledged to me that he executed the same as said President and Governor, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 202_, before me, a Notary Public in and for said State, personally appeared PHIL MCGRANE, as Secretary of State of Idaho, that executed the within instrument, and acknowledged to me that he executed the within instrument as said Secretary of State and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 202_, before me, a Notary Public in and for said State, personally appeared DUSTIN T. MILLER, the Director of the Idaho Department of Lands and Secretary of the State Board of Land Commissioners, and acknowledged to me that he executed the within instrument as said Director and Secretary, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

DRAFT

**EXHIBIT C
ENDOWMENT LAND AFFIDAVIT**



ENDOWMENT LAND AFFIDAVIT

STATE OF IDAHO)
)ss.
County of ADA)

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

IDL SALE NO.: XX-XXX-XX

LEGAL DESCRIPTION:

**THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 43 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO,
LYING SOUTH AND WEST OF STATE HIGHWAY NO. 3.**

LOCATION: The physical location of the State Endowment Land is 0 KNA State Highway 3, Fernwood, ID 83830.

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

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

The State Endowment Land is being offered at public sale auction ("Auction") at the Idaho Department of Lands St. Joe Supervisory Office, 1806 Main Ave. St Maries, Idaho 83861. The auction will be held October 2, 2025.

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

If I am the successful bidder at this Auction, the aggregate amount of State Endowment Land that I have

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buyer initial(s) seller initial(s)
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purchased from the State of Idaho, including the State Endowment Land purchased at this Auction, will not exceed three hundred twenty (320) acres.

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

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

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

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

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

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

Dated: _____
_____ [print name]

Dated: _____
_____ [print name]

STATE OF IDAHO)
)ss.
County of ADA)

On this ____ day of _____, 202_, before me a notary public in and for said state, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(seal)

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

STATE OF IDAHO)
)ss.
County of ADA)

On this ____ day of _____, 202_, before me a notary public in and for said state, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(seal)

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

DRAFT