

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") made this ____ day of _____, 2017, by and between **JOINT SCHOOL DISTRICT NO. 331, MINIDOKA, CASSIA, JEROME and LINCOLN COUNTIES**, of 310 10th Street, Rupert, Minidoka, Idaho, hereinafter collectively referred to as the "SELLER" and the **CITY OF RUPERT**, a Municipal Corporation of the State of Idaho, of P.O. Box 426, Rupert, Idaho 83350, hereinafter collectively referred to as the "PURCHASER",

WITNESSETH:

ARTICLE I

PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agree to sell and convey and Purchaser agrees to purchase the following described real property, situated in the County of Minidoka, State of Idaho, to-wit:

a. The certain tract or parcel of land situated in Minidoka County, Idaho, more particular described on Exhibit A attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the property described in this paragraph being referred to collectively as the "Land").

b. The buildings, structures, fixtures and other improvements on the Land, including specifically, without limitation that certain building or buildings formerly known as the School District office, located thereon having a street address of 633 Freemont, Rupert, Idaho (the property described in this paragraph herein referred to collectively as the "Improvements").

1.2 Property Defined. The Land and the Improvements are hereinafter referred to collectively as the "Property."

1.3 Purchase Price. Seller is to sell and Purchaser is to purchase the Property for the sum of forty thousand dollars (\$40,000.00) cash at closing, ten thousand dollars (\$10,000) in current utility credits, and ten thousand dollars (\$10,000.00) in future credits towards the City's portion of building permit fees and utility extensions in the event the Seller builds

another school in the City of Rupert in the next ten (10) years. The ten (10) year time period shall begin to run upon the execution of this Agreement at Closing. Seller's personal property not affixed to the Property shall not be included in the purchase price.

ARTICLE II

CONVEYANCE AND TITLE

2.1. Conveyance of Title: It is further understood and agreed that if the Purchaser shall first make the forty thousand dollars (\$40,000.00) payment, the Seller hereby covenants and agrees to convey and assure to the Purchaser the above-described real estate, in fee simple, clear of all encumbrances whatever, except as hereinafter provided, by good and sufficient Warranty Deed.

2.2. Apportionment of Utility Charges and Taxes: It is further expressly understood and agreed between the parties hereto that the conveyance to be made by the Seller to the Purchaser shall be expressly subject to the following:

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m., on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which this agreement is executed:

- i. Gas, electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned on the day of sale on the basis of the most recent meter reading occurring prior to the date of sale;
- ii. Any other operating expenses or other items pertaining to the Property which are customary prorated between a purchaser and a seller in the are in which the Property is located; and
- iii. Taxes, if any and assessments levied against the Property.

2.3. Existing Rights of the Public: The rights, if any, of the public in a portion of the premises aforesaid which may fall within any public street, way, or highway adjacent or contiguous to said premises.

ARTICLE III

INSPECTION

3.1. Right to Inspection: Purchaser, or its authorized representatives and agents, shall have the right to make a physical inspection of the Property, including tests, surveys, studies and inspections, at the sole cost of the Purchaser.

3.2. Seller's Required Repair of Leaks: After any inspection or after Seller's own inspection, Seller shall be required to fix any leaks in the former School District Office's roof at the Seller's expense.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. Representations and Warranties of Seller: Seller hereby makes the following representations and warranties to Purchasers as of the Effective Date:

- a. Organization and Authority: Seller has been duly organized and is validly existing under the laws of the State of Idaho. Seller has, or as of the closing date, will have, the full right to and authority to enter into this Agreement and to transfer all of the Property to be conveyed to Seller pursuant hereto and to consummate or cause to be consummated the transaction contemplated herein to be made by Seller. The person signing this Agreement on behalf of Seller is authorized to do so.
- b. Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on title to the Property or any portion thereof or which could in any material way interfere with the consummation by Seller of the transaction contemplated by this Agreement.
- c. No Violations. To Seller's knowledge, Seller has not received prior to Closing any written notification from any governmental or public authority (i) that the Property is in violation of any applicable fire, health, building, use, occupancy or zoning laws where such violation remains outstanding and, if

not addressed, would have a material adverse effect on the use of the Property as currently owned and operated or (ii) that any work is required to be done upon or in connection with the Property, where such work remains outstanding and, if not addressed, would have a material adverse effect on the use of the Property as currently owned and operated.

4.2. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller:

- a. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Purchaser is authorized to do so.
- b. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.
- c. Purchaser has or, as of the date on which the Closing Date is agreed upon by the parties, will have immediately available funds to pay the Purchase Price.
- d. Purchaser has inspected and examined, or prior to the Closing, will inspect and examine, the aspects of the Property and its current condition that the Purchaser believes relevant to its decision to purchase the Property and Purchaser, accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, including, without limitation, all environmental conditions with the exception found in 3.2 above.

ARTICLE V

CLOSING

5.1. Time and Place. The consummation of the transaction contemplated hereby ("Closing") shall be held at the offices of either of the parties on a date mutually agreed upon by the parties. At Closing, Seller and Purchaser shall perform the obligations set forth in Section 5.2

and Section 5.3, respectively, the performance of which obligations shall be concurrent conditions to Closing.

5.2. Seller's Obligations at Closing. At Closing, Seller shall:

- a. deliver to Purchaser a duly executed warranty deed (the "Deed") in recordable form, conveying the Land;
- b. deliver to Purchaser possession of the Property; and
- c. deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

5.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

- a. pay to Seller the full cash amount of the Purchase Price, in immediately available funds pursuant to Section 1.3 above;
- b. deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

ARTICLE VI

RISK OF LOSS

6.1 Damage or Condemnation. In the event of loss or damage to the Property as a result of fire or another casualty (which definition does not include vandalism), or any portion thereof, or condemnation, this Agreement shall remain in full force and effect and subject to the other provisions contained herein, and Seller, at its option in its sole reasonable discretion, may (a) elect to perform any necessary repairs to the Property prior to Closing, or (b) offer the Purchaser a reduction in the Purchase Price, or (c) if in the event of a condemnation, assign to Purchaser, Seller's rights to receive any awards that may be made for such taking. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time in order to allow for the completion of such repairs. In the event that Purchaser does not agree to accept the offered reduction in the Purchase Price or condemnation amount, Purchaser's sole remedy shall be to terminate the Agreement. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser. Purchaser may waive any of the provisions of this paragraph and close on the purchase of the Property on the date of Closing.

ARTICLE VII

MISCELLANEOUS

7.1. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

7.2. Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

7.3. Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

7.4. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

7.5. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7.6. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

7.7. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

7.8. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

Dated: 12 June, 2017

SELLER



Bonnie Heins, Board Chair

SCHOOL DISTRICT NO. 331

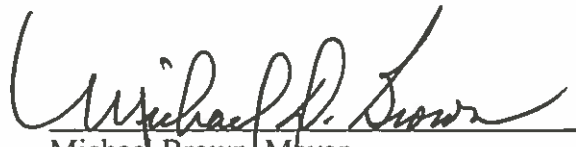
MINIDOKA, CASSIA, JEROME and LINCOLN
COUNTIES

ATTEST:


Kerri Tibbitts, Board Clerk

Dated: 4/12/17, 2017

PURCHASER



Michael Brown, Mayor
City of Rupert

ATTEST:


Bayley Fuller, City Clerk

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 12 day of June, 2017, before me the undersigned a Notary Public in and for said State, personally appeared Bonnie Heins, known to me to be the person whose name he subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year in this certificate first above written.



Sandra R. Clayville
Notary Public for Idaho
Residing at Minidoka County
My Commission expires 11-15-2018

STATE OF IDAHO)
) ss.
County of Minidoka)

On this ____ day of _____, 2017, before me the undersigned a Notary Public in and for said State, personally appeared Michael Brown, known to me to be the person whose name he subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year in this certificate first above written.

(SEAL)

Notary Public for Idaho
Residing at _____
My Commission expires _____

Exhibit "A"

Lots 11, 12 & 13 in Block 36 of the Original Townsite of Rupert, Minidoka County, Idaho.