

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

NOTICE AND AGENDA FOR MONTHLY MEETING

January 10, 2017

Notice is hereby given that the Bonneville County Fire Protection District No. 1 ("Fire District") will hold its regularly scheduled monthly meeting on Tuesday, January 10, 2017 at the hour of 12:00 o'clock p.m. to be held in the conference room at Nelson Hall Parry Tucker, P.A., located at 490 Memorial Drive, Idaho Falls, Idaho 83402. The Commissioners of the Fire District will take up the following agenda during the meeting:

1. Call to Order and Roll Call (Chairman)
2. Review and approve minutes of the regular meeting held December 13, 2016 and the special meeting December 20, 2016.
3. Review and action on December, 2016 monthly bills and financial statement (Terri Gazdik)
4. District Liaison Report on pending matters.
5. Report from Idaho Falls Fire Chief
6. Comments or reports from Bonneville County and City of Ammon
7. Recess/Adjournment

Bonneville County Fire Protection District No. 1, Ralph Isom, Dan Gubler, and Dave Long, Commissioners.

District equipment in fighting such fires. Chief Hanneman indicated that the City is considering the matter. He mentioned that under the current contract between the City and the District that the City is required to maintain the equipment and provide fuel to the vehicles used. He also mentioned that the initial response to the fire was based, in part, on a need to protect the District from encroachment by the fire. Mr. Fowler presented a proposed reimbursement which the City will review as the potential payments from FMAG are concluded.

There was a general discussion regarding implementing the procedures for commencement of review and discussion of the contractual relationship between the City and the District.

5. **Report and Discussion by Chief Hanneman.**

A. Chief Hanneman reported on the State Fire Chief's board meeting and difficulty that is being experienced in norther Idaho fired district regarding enforcement of fire codes.

B. It was reported that Doug Young is coming to Idaho Falls in January to review the area's ISO rating and that the City is participating in a meeting to co-ordinate regional response and emergency planning during the sun eclipse events that will take place in August, 2017.

C. It was reported that the joint service and mutal aid agreements for the area are being scheduled for discussion. Interested parties are invited to attend and consider ideas. The Chief will notify the District of the location which is intended to be scheduled for January 6, 2017.

D. There was a general discussion regarding plans for potential occupancy of the new fire stations. It was mentioned that the District is considering the acquisition of property near the new Bonneville School District high school.

6. **County Report.** Steve Serr had no specific report for this meeting.

7. **Adjournment.** There being no further business to come before the Board of Commissioners at the meeting a motion was made to adjourn and approved unanimously at 2:15 p.m.

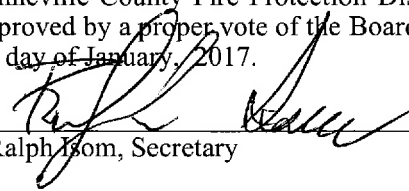
Approved the 10th day of January, 2017.


Assistant Secretary, Douglas R. Nelson


Approved by Acting Board Chairman

ATTEST:

The undersigned, as Secretary of the Bonneville County Fire Protection District No. 1, hereby attests that the foregoing minutes were approved by a proper vote of the Board of Commissioners of the Fire Protection District on the 10th day of January, 2017.


Ralph Tom, Secretary



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2016 EDITION



Page 1 of 7

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.

1 ID# 210144280W DATE 12/15/2016
 2 LISTING AGENCY Keller Williams Realty East Idaho Office Phone # 2085298888 Fax # 2085298893
 3 Listing Agent Kevin Murray E-Mail kmurray@ida.net Phone # 2085298888
 4 SELLING AGENCY Keller Williams Realty East Idaho Office Phone # 208-529-8888 Fax # 208-529-8893
 5 Selling Agent Sondra Ward E-Mail sondrawardrealstate@gmail.com Phone # 208-521-0560

7 **1. BUYER:** Bonneville County Fire District
 8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
 9 "PROPERTY" COMMONLY KNOWN AS 5990 S 45th W
 10 IDAHO FALLS City Bonneville County, ID, Zip 83402 legally described as:
 11 1 & S&1/4, NE1/4, SE1/4, Sec. 5, T1N, R37
 12 OR Legal Description Attached as exhibit (Exhibit must accompany original offer and be signed or initialed by BUYER
 13 and SELLER.)

15 **2. \$ 200,000.00 PURCHASE PRICE:** Two Hundred Thousand DOLLARS,
 16 payable upon the following TERMS AND CONDITIONS (not including closing costs):

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

20 **3. FINANCIAL TERMS:** Note: A+C+D+E must add up to total purchase price.
 21 (A) \$ 5,000.00 EARNEST MONEY: BUYER hereby deposits Five Thousand
 22 DOLLARS as Earnest Money evidenced by: cash personal check cashier's check note (due date):
 23 Other _____ and a receipt is hereby acknowledged.
 24 Earnest Money to be deposited in trust account upon receipt upon acceptance by BUYER and SELLER or Other _____
 25 and shall be held by: Listing Broker Selling Broker Other _____
 26 THE RESPONSIBLE BROKER SHALL BE: Michael Johnston for the benefit of the parties hereto.

28 (B) ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
 29 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
 30 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
 31 proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.
 32 Cash proceeds from another sale: Yes No

34 (C) \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
 35 FIRST LOAN of \$ _____ not including mortgage insurance, through FHA, VA, CONVENTIONAL, HFA, RURAL
 36 DEVELOPMENT, OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: Fixed Rate Other _____
 37 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.
 38 SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: Fixed Rate Other _____
 39 LOAN APPLICATION: BUYER has applied OR shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance.
 40 Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
 41 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
 42 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an
 43 appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at
 44 BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of
 45 this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly
 46 agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described
 47 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
 48 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the
 49 appraised value of the PROPERTY of not less than the sales price as stated in the contract.
 50

51 If such written confirmation required in 3(B) or 3(C) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel
 52 this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was
 53 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
 54 confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably
 55 withheld.

56 (D) \$ _____ ADDITIONAL FINANCIAL TERMS:
 57 Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
 58 Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

59 (E) \$ 195,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at
 60 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

61 BUYER'S Initials [Signature] Date 12/15/16 SELLER'S Initials [Signature] Date 12/15/16

PROPERTY ADDRESS: 5990 S 45th W

IDAHO FALLS

ID

83402

ID#

210144280W

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing. All electrical, mechanical, and plumbing to be in working order upon closing. Term of this contract to be kept confidential until closing. All Grange historical memorabilia to be included with the property. Fire district is willing to close as soon as title work is completed.

5. 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. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, 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. It is agreed that any item included in this section is of nominal value less than \$100.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

Kitchen appliances existing, irrigation water rights, existing garage door openers and 2 existing G.D. controllers, water softener- owned

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

Furniture, tables & chairs, window A/C unites, portable lawn decorations.

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY 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.

7. 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 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.

8. 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.

9. 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: Within 5 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. BUYER shall have 5 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within 5 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, 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.

(B) TITLE COMPANY: The parties agree that Alliance Title & Escrow Title Company located at 1070 Riverwalk Dr Idaho Falls ID 83404 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 Agency 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.

BUYER'S Initials (dl) Date 12/15/16

SELLER'S Initials (CHK) Date 12/15/16

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PROPERTY ADDRESS: 5990 S 45th W

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10. INSPECTION:

(A) BUYER chooses to conduct inspections not to conduct inspections. If BUYER chooses not to conduct inspections, skip Section 10B. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as "Buyer's Inspection Contingency." BUYER'S inspection of the PROPERTY 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. Unless otherwise addressed, BUYER shall, within 10 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. 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 PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on business days (two [2] if left blank) of acceptance for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern. 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.

In the event this offer is subject to a short sale approval by a mortgage company, the time frame for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders. Additional inspections/timeframes: None.

(B) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1) If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- 2) If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an 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, 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 correct the items as specified by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, BUYER may proceed under 10(B)(4) below.
- 4) If SELLER does not agree to correct BUYER'S items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
- 5) If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

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

11. 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 is 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 15 days of 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 blbl Date 12/15/16

SELLER'S Initials CHAK Date 12/15/16

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PROPERTY ADDRESS: 5990 S 45th W

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12. 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.

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

14. 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

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have _____ business days (five (5) if left blank) but in no event shall such time period exceed that time period set forth for inspections in Section 10, to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

16. 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 \$ _____ per _____ BUYER SELLER N/A to pay Homeowner's Association SET UP FEE of \$ _____ and/or PROPERTY TRANSFER FEES of \$ _____ at closing.

17. COSTS PAID BY: The parties agree to pay the following costs as indicated below. 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 below. 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 _____ business days (ten (10) if left blank) prior to closing.

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.

Upon closing SELLER agrees to pay EITHER _____ % (N/A if left blank) of the purchase price OR \$ _____ (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but is not limited to those items in BUYER columns marked below.

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

18. OCCUPANCY: BUYER does does not intend to occupy PROPERTY as BUYER'S primary residence.

BUYER'S Initials (initials) Date 12/15/16

SELLER'S Initials (initials) Date 12/15/16

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19. 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.

20. 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 ___ 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 ___ 2 ___ 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. 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 and cable. 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.

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

22. 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.

23. 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.

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

25. 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 or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. 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. 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. The first day shall be the 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.

27. 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."

28. 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.

29. 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. 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.

30. 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 agency, 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 or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties.

BUYER'S Initials (dlf) Date 12/15/16

SELLER'S Initials (LTA) Date 12/15/16

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PROPERTY ADDRESS: 5990 S 45th W

IDAHO FALLS

ID

83402

ID#

210144280W

312 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
313 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
314 not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.
315

316 31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
317 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
318 shall together constitute one and the same instrument.
319

320 32. "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
321 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and
322 have determined that such facts or conditions do not apply to the agreement or transaction herein.
323

324 33. 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
325 unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
326

327 34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
328 brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).
329

330 Section 1:

- 331 A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
332 B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
333 C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT
334 acting solely on behalf of the BUYER(S).
335 D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
336

337 Section 2:

- 338 A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
339 B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
340 C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT
341 acting solely on behalf of the SELLER(S).
342 D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).
343

344 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho
345 real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy
346 was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A
347 BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.
348

349 35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete
350 this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are
351 available to SELLER. The closing shall be no later than (Date) 01/13/2017
352

353 The parties agree that the CLOSING AGENCY for this transaction shall be Alliance Title & Escrow
354 located at 1070 Riverwalk Drive #100
355 Idaho Falls ID 83404
356

357 If a long-term escrow / collection is involved, then the long-term escrow holder shall be
358
359

360 36. POSSESSION: BUYER shall be entitled to possession upon closing or date _____ time _____ A.M. P.M.
361

362 37. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens,
363 encumbrances or obligations assumed, and utilities shall be prorated upon closing or as of date _____
364 BUYER to reimburse SELLER for fuel in tank Yes No Not Applicable Dollar amount may be determined by SELLER's supplier.
365

366 38. ASSIGNMENT: This Agreement and any rights or interests created herein may may not be sold, transferred, or otherwise assigned.
367

368 39. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior
369 Agreements between the parties respecting such matters.
370

371 40. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
372
373

374 41. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this
375 agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.
376

377 42. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 12/16/2016 at (Local Time) in
378 which PROPERTY is located) 12:00 A.M. P.M.
379

BUYER'S Initials (dhl) Date 12/15/16

SELLER'S Initials (CHAS) Date 12/15/16

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Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: 5990 S 45th W

IDAHO FALLS

ID

83402

ID#

2101442SON

43. 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: [Signature] BUYER (Print Name) Bonneville County Fire District.
Date: [Signature] Time: [Signature] O.A.M. O.P.M. Phone #: Cell #:
Address PO Box 51330 E-Mail: rstfowler@datawav.net
City Idaho Falls State ID Zip 83405 Fax #

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

BUYER Signature: BUYER (Print Name):
Date: Time: O.A.M. O.P.M. Phone #: Cell #:
Address: E-Mail:
City: State: Zip: Fax #

44. 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 ATTACHED COUNTER OFFER [Signature]
SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # [Signature]
SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # [Signature]

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

SELLER Signature: [Signature] SELLER (Print Name) Adam CARL ADAM
Date: Time: O.A.M. O.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: O.A.M. O.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.



RE-13 COUNTER OFFER # 1 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS



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.

1 Today's Date: 12/15/16

2
3 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: December 15, 2016

4
5 ADDRESS: 5990 S. 45th W. ID#: 2101442SOW

6
7 BUYER: Bonneville County Fire District

8
9 SELLER: Carl Adam

10
11 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 12 This is a **SELLER counter offer**. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 14 This is a **BUYER counter offer**. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 15 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

- 16 1. Purchase price to be \$242,000.00.
 17 2. Buyers agree to do and pay for a home inspection within 6 business days of offer acceptance. Buyers agree to determine the
 18 acceptability or unacceptability of the of the electrical, mechanical and plumbing at that time and determine to move forward or not as per
 19 those findings.
 20 3. As this property is located near several private residences, the buyers agree that no sirens will be sounded off until the trucks are on the
 21 road and at least 1/4 mile distance from this property.

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38 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 39 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 40 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 41 amount on Page 1of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 42 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

43
44 If a signed acceptance is not delivered on or before (date): December 19, 2016 at 6:00 A.M. P.M.
 45 this Counter Offer shall be deemed to have expired.

46
47 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 48 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 49 or electronic transmission shall be deemed to be the same as delivery of an original.

50
51
52 SELLER Carl Adam Date 12/15/2016 Time _____ A.M. P.M.
 53 SELLER _____ Date _____ Time _____ A.M. P.M.
 54 BUYER See Counter #2 Date _____ Time _____ A.M. P.M.
 55 BUYER _____ Date _____ Time _____ A.M. P.M.

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59 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the
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RE-13 COUNTER OFFER # 2 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.



1 Today's Date: 12/19/2016
 2
 3 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 12/15/2016
 4
 5 ADDRESS: 5990 s 45th W IDAHO FALLS ID 83402 ID#: 2101442SOW
 6
 7 BUYER: Bonneville County Fire District
 8
 9 SELLER: Carl Adam
 10

11 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 12 This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 14 This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 15 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 16 1. Purchase price to be \$225,000 dollars.
 17 2. Buyers agree to do and pay for a home inspection within 6 business days
 18 of offer acceptance. Buyers agree to determine the acceptability or
 19 unacceptability of the electrical, mechanical and plumbing at that time to
 20 determine to move forward or not as per those findings.
 21 3. As this property is located near several private residences, the buyers
 22 agree that no sirens will be sounded off until the trucks are on the road
 23 and at least a 1/4 mile distance from this property.
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41 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 42 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 43 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 44 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 45 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.
 46

47 If a signed acceptance is not delivered on or before (date): 12/20/2016 at 5:00 A.M. P.M.
 48 this Counter Offer shall be deemed to have expired.
 49

50 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 51 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 52 or electronic transmission shall be deemed to be the same as delivery of an original.
 53

54
 55 SELLER See counter offer #3 Date _____ Time _____ A.M. P.M.
 56 Carl Adam
 57 SELLER CAH Date 12/19/16 Time _____ A.M. P.M.
 58
 59 BUYER Davis H. Hong Date 12/19/16 Time 10:31 A.M. P.M.
 60 Bonneville County Fire District
 61 BUYER _____ Date _____ Time _____ A.M. P.M.
 62



RE-13 COUNTER OFFER # 3 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS



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.

1 Today's Date: December 19, 2016
 2
 3 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: December 15, 2016
 4
 5 ADDRESS: 5990 S. 45th W. ID#: 2101442SOW
 6
 7 BUYER: Bonneville County Fire District
 8
 9 SELLER: Carl Adam
 10

11 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 12 This is a **SELLER counter offer**. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 14 This is a **BUYER counter offer**. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 15 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

- 16 1. Purchase price to be \$233,000.00.
- 17 2. Buyers agree to do and pay for a home inspection within 6 business days of offer acceptance. Buyers agree to determine the
 18 acceptability or unacceptability of the electrical, mechanical and plumbing at that time to determine to move forward or not as per those
 19 findings.
- 20 3. As this property is located near several private residences, the buyers agree that no sirens will be sounded off until the trucks are on the
 21 road and at least 1/4 mile distance from this property, to the extent allowed by state law
 22 and safety regulation.
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38 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 39 Addendums, the terms in this Counter Offer shall control. **All other terms of the Purchase and Sale Agreement including all prior**
 40 **Addendums not modified by this Counter Offer shall remain the same.** Buyer and Seller acknowledge the down payment and/or loan
 41 amount on Page 1of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 42 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

44 If a signed acceptance is not delivered on or before (date): December 22, 2016 at 11:00 A.M. P.M.
 45 this Counter Offer shall be deemed to have expired.

47 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 48 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 49 or electronic transmission shall be deemed to be the same as delivery of an original.

51 SELLER Carl Adam Date 12/19/16 Time 2:45 A.M. P.M.
 52 SELLER _____ Date _____ Time _____ A.M. P.M.
 53 BUYER Doris H. Long Date 12/20/16 Time 1:45 A.M. P.M.
 54 BUYER _____ Date _____ Time _____ A.M. P.M.



RE-13 COUNTER OFFER # 2 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS



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.

1 Today's Date: 12/19/2016
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 12 This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
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 15 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 16 1. Purchase price to be \$225,000 dollars.
 17 2. Buyers agree to do and pay for a home inspection within 6 business days
 18 of offer acceptance. Buyers agree to determine the acceptability or
 19 unacceptability of the electrical, mechanical and plumbing at that time to
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 22 agree that no sirens will be sounded off until the trucks are on the road
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 45 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

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 49

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 51 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
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 53

54
 55 SELLER See counter offer #3 Date _____ Time _____ A.M. P.M.
 56 Carl Adam
 57 SELLER CA Date 12/19/16 Time _____ A.M. P.M.
 58
 59 BUYER Davis H. Long Date 12/19/16 Time 10:31 A.M. P.M.
 60 Bonneville County Fire District
 61 BUYER _____ Date _____ Time _____ A.M. P.M.
 62



RE-13 COUNTER OFFER # 1 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS



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.

1 Today's Date: 12/15/16
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 42 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

43 If a signed acceptance is not delivered on or before (date): December 19, 2016 at 6:00 A.M. P.M.
 44 this Counter Offer shall be deemed to have expired.

45 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 46 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 47 or electronic transmission shall be deemed to be the same as delivery of an original.

48 SELLER Carl Adam Date 12/15/2016 Time _____ A.M. P.M.
 49 SELLER _____ Date _____ Time _____ A.M. P.M.
 50 BUYER [Signature] Date _____ Time _____ A.M. P.M.
 51 BUYER _____ Date _____ Time _____ A.M. P.M.



RE-13 COUNTER OFFER # 3 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS



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 IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

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 9 SELLER: Carl Adam
 10

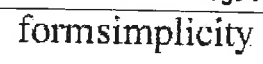
11 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 12 **This is a SELLER counter offer.** The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 14 **This is a BUYER counter offer.** The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 15 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 16 1. Purchase price to be \$233,000.00.
 17 2. Buyers agree to do and pay for a home inspection within 6 business days of offer acceptance. Buyers agree to determine the
 18 acceptability or unacceptability of the electrical, mechanical and plumbing at that time to determine to move forward or not as per those
 19 findings.
 20 3. As this property is located near several private residences, the buyers agree that no sirens will be sounded off until the trucks are on the
 21 road and at least 1/4 mile distance from this property.
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38 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 39 Addendums, the terms in this Counter Offer shall control. **All other terms of the Purchase and Sale Agreement including all prior**
 40 **Addendums not modified by this Counter Offer shall remain the same.** Buyer and Seller acknowledge the down payment and/or loan
 41 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 42 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.
 43

44 If a signed acceptance is not delivered on or before (date): December 22, 2016 at 11:00 A.M. P.M.
 45 this Counter Offer shall be deemed to have expired.
 46

47 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 48 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 49 or electronic transmission shall be deemed to be the same as delivery of an original.
 50

51
 52 SELLER [Signature] Date 12/19/16 Time 2:45 A.M. P.M.
 53
 54 SELLER _____ Date _____ Time _____ A.M. P.M.
 55
 56
 57 BUYER _____ Date _____ Time _____ A.M. P.M.
 58
 59 BUYER _____ Date _____ Time _____ A.M. P.M.



BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1
Minutes of Regular Meeting held January 10, 2017

The Bonneville County Fire Protection District No. 1 (“Fire District”) held its regular monthly meeting of Commissioners on Tuesday the 10th day of January, 2017, at the offices of Nelson Hall Parry Tucker, PLLC, at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 convening at 12:00 p.m.

The following were present:

Commissioners Dan Gubler, Ralph Isom and Dave Long were present. The following were also present: Fire District Liaison, Dick Fowler; District accountant Terri Gazdik; Legal Counsel, Douglas R. Nelson; City of Idaho Falls Deputy Fire Chief Dave Coffey; and, Bonneville Planning Administrator, Steve Serr.

Notice of the time, place and purpose was posted at the Bonneville County Courthouse and at the premises of 490 Memorial Drive, Idaho Falls, Idaho. A copy of the notice and agenda is attached to these minutes.

It was declared that a Quorum of Commissioners were present and due notice of the meeting had been posted in accordance with law.

DISCUSSION AND ACTIONS

1. **Call to Order.** The meeting was called to order at 12:14 p.m. by Dan Gubler, acting as Chairman who confirmed that a quorum of Commissioners was present.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held on December 13, 2017 were reviewed. A motion to approve the minutes was made by Ralph Isom, seconded by David Long, and the same was approved by unanimous vote.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated January 10, 2017 as prepared and submitted by Accountant Terri Gazdik was reviewed. Following discussion and upon motion made by Ralph Isom, seconded by David Long and unanimously approved, the report was accepted and authorization for payments totaling \$410,335.62 was approved. A copy of the report is attached to these minutes.
4. **Report by Dick Fowler.** Fire District Liaison, Dick Fowler, discussed the hose bill for the new truck and expressed an understanding that the City was to pay for the cost of the 5" hose. Deputy Chief Coffey agreed that \$1,655 should be paid by the City. Terri Gazdik agree to contact Curtis Hose Company and ask for a new billing.

Mr. Fowler gave a report that very few fire call have taken place recently.

Mr. Fowler brought copies of the closing documents regarding the District’s recent purchase of the New Sweden Grange building for inclusion in the District’s records.

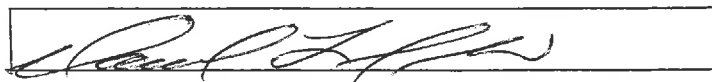
**Bonneville County Fire Protection District #1
Summary of Accounts Payable
January 10, 2017**

Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Discount Available	Net Amt Due
Dick Fowler	Dec consulting	12/31/16	Upon receipt	950.00		950.00
Nelson Hall Pany Tucker PA	Dec consulting	12/31/06	Upon receipt	2,202.99		2,202.99
Cooper Norman	Dec accounting	12/31/16	Upon receipt	2,236.93		2,236.93
Century Link	208-524-9124 208-525-4800	12/10/16 12/28/16	pd online pd online	96.98 72.61		96.98 72.61
CableOne	12/22-1/22 billing	01/09/17	pd online	78.48		78.48
Evco	Dec invoices	12/31/16	Upon receipt	296.44		296.44
ISFCA	2017 Dues	01/09/17	Upon receipt	1,000.00		1,000.00
Rocky Mountain Power	12/21 billing	01/01/17	pd online	303.66		303.66
City of Idaho Falls	Jan payment	01/01/17	Upon receipt	399,093.75		399,093.75
Cardmember Services	Conrad & Bishoff, Paramount	12/31/16	pd online	69.00		69.00
L N Curtis	Dec Invoices		Upon receipt	3,770.00		3,770.00
Dan Gubler	mileage	01/08/17	Upon receipt	164.78		164.78
	Total			410,335.62		410,335.62

Financial Institution	Amount	Current Interest Rate	
Idaho Central Credit Union Matures 4-4-17	256,422.15	1.492%	
Key Bank CD Matures 2/10/2017	256,276.56	0.10%	
Mountain America Federal Credit Union matures 3/12/2019	265,757.72	2.200%	
Westmark matures 1/31/17	257,433.46	0.90%	
Citizens Community Bank matures 3/24/17	252,464.25	0.20%	
ISU CU matures 11/2/17	251,939.52	1.11%	
Scenic Falls - savings	25,590.55	0.05%	
Bank of Commerce Matures 8/18/17	270,788.37	0.50%	
Connections CU CD mature 6/1/2018	253,986.33	1.00%	
Connections savings	31.37		
Idaho Central Credit Union Savings	25.00		
Mountain America Federal Credit Union	25.00		
Westmark Savings	25.11		
ISU Credit Union	18.85	0.01%	
Zions Bank	128.01	0.00%	Not a fixed rate-fluctuates monthly.
Bank of Commerce	(356,922.07)		Non Interest bearing (net of current month checks)
Bank of Commerce	233,379.47	0.08%	
TOTAL	1,967,369.65		

Fiscal year 2016/2017 City of Idaho Falls payments		
Due		
October	x	399,093.75
January	x	399,093.75
February		23,500.00
April		399,093.75
July		399,093.75
August		23,500.00
Total		1,643,375.00

Authorization to pay bills



BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

Profit & Loss Budget vs. Actual

October through December 2016

01/09/17

Accrual Basis

	Oct - Dec 16	Budget	\$ Over Budget	% of Budget
Income				
430.00 · Proceeds from Sale of Assets	14,000.00	0.00	14,000.00	100.0%
400.0 · Tax Revenues	102,636.02	86,600.00	16,036.02	118.5%
410.00 · Interest Income	2,762.63	3,750.00	-987.37	73.7%
Total Income	119,398.65	90,350.00	29,048.65	132.2%
Expense				
542.00 · Equipment Rent	0.00	124.97	-124.97	0.0%
500.00 · Advertising	0.00	124.97	-124.97	0.0%
505.00 · Auto	233.57	0.00	233.57	100.0%
510.00 · Bank Charges	0.00	25.03	-25.03	0.0%
520.00 · Capital Outlay	34,487.38	78,750.00	-44,262.62	43.8%
535.00 · Dues & Subscriptions	1,000.00	250.03	749.97	400.0%
550.00 · Ins - Fire, Auto & Liab.	0.00	375.00	-375.00	0.0%
569.00 · Accounting Costs	5,232.94	4,125.00	1,107.94	126.9%
570.00 · Legal Costs	5,853.86	8,749.97	-2,896.11	66.9%
571.00 · Consulting Services - Website	0.00	499.97	-499.97	0.0%
572.00 · Contract Services-Inspections	0.00	7,500.00	-7,500.00	0.0%
573.00 · Consulting	1,900.00	2,850.00	-950.00	66.7%
574.00 · Contract Services-Machine Hire	0.00	375.00	-375.00	0.0%
575.00 · Maintenance/Operation #4	85.00	0.00	85.00	100.0%
585.00 · Office Expense	822.69	250.03	572.66	329.0%
615.00 · Repairs - Equipment	1,413.99	3,750.00	-2,336.01	37.7%
625.00 · Supplies	0.00	1,798.97	-1,798.97	0.0%
633.00 · Payroll Taxes	413.10	848.00	-434.90	48.7%
640.00 · Utilities	1,016.65	1,249.97	-233.32	81.3%
645.00 · Wages	5,400.00	5,400.00	0.00	100.0%
700.00 · Payments - City of Idaho Falls	399,093.75	399,093.75	0.00	100.0%
Total Expense	456,952.93	516,140.66	-59,187.73	88.5%
Net Income	-337,554.28	-425,790.66	88,236.38	79.3%