

REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is entered into and made effective on July 2nd, 2019 (the "Effective Date"), by and between the City of Eagle, an Idaho Municipal Corporation, whose address is 660 E. Civic Lane, Eagle, ID 83616 (herein the "Seller" or "CITY"), and the Eagle Urban Renewal Agency, and whose address is 660 E. Civic Lane, Eagle, ID 83616, (herein the "Buyer" or "EURA").

WHEREAS, CITY and EURA desire to cooperate in redevelopment efforts of portions of downtown Eagle; and,

WHEREAS, when it is determined by the City Council to be in the City's best interest, the Council may by Ordinance duly enacted, authorize the transfer or conveyance of the real property to any tax supported governmental entity with or without compensation; and,

WHEREAS, a public hearing was held at the regular meeting of the Eagle City Council on July 2, 2019 and at the conclusion of said hearing, the City Council approved Ordinance No. 818 authorizing the conveyance; and,

WHEREAS, CITY wishes to sell the following described Property to EURA and EURA desires to purchase the Property under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY (Seller) and EURA (Buyer) agree as set forth below.

1. **Definitions.** The following terms have the following meanings when used in this Agreement:

"Agreement". This Purchase and Sale Agreement, including all exhibits attached to this Agreement.

"Business Day". A day other than a Saturday, Sunday, or any federal holiday.

"Closing". The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

"Closing Date". Closing of this transaction shall occur at a date agreed to by the parties but in any event no later than September 30, 2019.

"Effective Date". The date this Agreement is signed by all parties.

"Escrow". The escrow to be created in accordance with this Agreement.

"Escrow Agent". Alliance Title Eagle Office

"Property". The land commonly known as the "Eagle Museum" at 67 E. State Street, Eagle, Idaho and more particularly described as E1/2 Lot 3, W 3.64' of Lot 4, Eagle Townsite #889112, City of Eagle, Ada County Idaho.

"Purchase Price". The total purchase price to be paid by Buyer for the Property, as set forth in Section 3 of this Agreement.

"Transaction". The purchase and sale of the Property contemplated by this Agreement.

2. Definitive Agreement for Purchase and Sale of Property. Upon full execution, this Agreement will be a binding agreement between Buyer and Seller for the purchase and sale of the Property on the terms, conditions and provisions set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Buyer and Seller concerning the Transaction. If Buyer and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent's form, as may be modified by Buyer and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control.

3. Purchase Price and Method of Payment. The Purchase Price shall be two hundred and twenty thousand dollars (\$220,000.00) to be paid in full at Closing.

4. Title Commitment. Within three (3) days from the date this Agreement is signed by all parties, Escrow Agent shall issue and deliver to Buyer and Seller a commitment for title insurance with respect to the Property disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the Property, detailing Escrow Agent's requirements for closing the Escrow, committing to issue to Buyer an ALTA Standard Owner's Policy of Title Insurance with respect to the Property, and providing legible copies of all instruments referred to in the report (collectively, the "Commitment").

Buyer has fifteen (15) days after the Effective Date or after receipt of the Commitment, whichever occurs later, to review and to object in writing to any easements, liens, encumbrances or other exceptions or requirements in the Commitment (the "Title Objections"). If Buyer does not approve the Commitment or object within the time specified, then the condition of title to the Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller may, but shall not be required to, attempt to eliminate the matters covered by the Title Objections by or before the Closing Date. If Seller is unable or unwilling, in their sole discretion, to eliminate the matters covered by the Title

Objections by or before the Closing Date upon terms acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive the Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement.

4.1 Amendments to Title Commitment. If the Commitment is amended by Escrow Agent, Escrow Agent shall immediately deliver to Buyer and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the "Amendment"). Buyer has ten (10) days from the date of Buyer's receipt of the Amendment or through the Closing Date, whichever occurs earlier, to review and to object in writing to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment which were not disclosed by the Commitment or a previous Amendment ("Additional Title Objections").

If Buyer does not approve the Amendment or object within the time specified, then the condition of title to the Property reflected on the Amendment will be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Additional Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Additional Title Objections by or before the Closing Date upon terms acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive the Additional Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement.

4.2 Title Insurance Policy. At Closing, Escrow Agent shall commit to issue to and in favor of Buyer or its assigns a Standard Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and subject to the Permitted Exceptions (the "Title Policy").

4.3 Inspection and Seller's Property Disclosure Statement. Buyer and/or their designee have thirty (30) days after the Effective Date (the "Inspection Review Period") to inspect the Property and to conduct, review and approve any investigations, tests, analyses or studies deemed necessary by Buyer to determine the condition and feasibility of the Property for Buyer's purpose (the "Inspection Review"). Seller hereby grants to Buyer and Buyer's agents, employees, and contractors a nonexclusive right and license to enter upon the Property after giving reasonable advance notice to Seller to conduct the Inspection. Upon completion of the Inspection Review, Buyer shall restore the Property to its condition existing immediately prior to the Inspection Review. Buyer shall indemnify and hold Seller harmless from any loss incurred by Seller resulting from damage to the Property caused by the Inspection Review. If for any reason Buyer determines that the Property is not in a suitable condition or not feasible for Buyer's purpose, Buyer may terminate this Agreement within the Inspection Review Period and in such event any Earnest Money Deposit paid shall be returned to Buyer and this Agreement shall be terminated. If Buyer does not either approve or disapprove the Inspection Review, or otherwise terminate this Agreement prior to the expiration of the Inspection Review Period, then the Inspection Review will be deemed approved and any Earnest Money Deposit shall be non-refundable to Buyer, subject only to Seller's default under this Agreement.

5. Closing.

5.1 Time and Place. Closing will take place in the offices of Escrow Agent on the Closing Date (defined above).

5.2 Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

5.2.1 A Warranty Deed fully executed and properly acknowledged by Seller, conveying the Property to Buyer, free and clear of any mortgages, liens or deeds of trust.

5.3 Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:

5.3.1 Payment in full for the Purchase Price.

5.4 Closing Costs. Buyer shall pay the premium for the standard owner's Title Policy. Buyer will pay the additional premiums required for any extended coverage or endorsements requested by Buyer. Escrow and Closing fees will be split equally between Buyer and Seller. Each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. All other costs associated with the Transaction must be borne by the parties in accordance with custom in Ada County, Idaho, as determined by Escrow Agent, unless otherwise specified in this Agreement.

5.5 Possession. Buyer will be entitled to possession of the Property on the Closing Date. However, Seller may occupy the Property for sixty (60) days after the Closing Date and during that time Seller shall be responsible for all maintenance, upkeep, utilities and other costs associated with the Property. Seller will also be responsible for any risk of loss to the Property during these 60 days and shall maintain insurance covering the Property. Seller shall vacate the Property by the end of the 60 day period unless Buyer and Seller enter into a separate lease for the Property.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

6.1 Authority. Seller has full power and authority to enter into this Agreement and complete the Transaction.

6.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

6.3 Title. Seller has fee title to the Property. Seller represents that Seller owns the property free and clear of any mortgages or deeds of trust.

6.4 No Violations. Seller has not received notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use,

occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

6.5 Compliance with Law; Municipal Ordinances. Seller has not received any notices of violation of any law, regulation, condition of permit or license, order, ordinance, or any requirement noted in or issued by any federal, state, or local department having jurisdiction over or affecting Property which has not been corrected, resolved, or withdrawn, and to the knowledge of Seller, the Property is in compliance with all applicable federal, state, and local laws and regulations in all material respects.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

7.1 Authority. Buyer has full power and authority to enter into this Agreement and complete the Transaction.

7.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

7.3 Investigation of Property. Buyer has been or will be permitted access to the Property and will have actually inspected the Property prior to Closing. Buyer's consummation of the Transaction is based upon such inspection and not on any representations or warranties of Seller.

7.4 No Oral Representations. Buyer hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written.

8. Broker's Commission. Seller and Buyer warrant, each to the other, that they have not dealt with any broker, realtor or finder in connection with the Transaction.

9. Risk of Loss. The risk of loss will be upon Seller through Closing and any period after Closing in which Seller is permitted to occupy the Property. In the event of any material loss or damage to or condemnation of the Property prior to Closing, Buyer may terminate this Agreement. If Buyer waives any material loss or damage to or condemnation of the Property and proceeds to consummate this Transaction, or in the event of an immaterial loss, damage or condemnation, Seller shall, at Closing and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property which have been received by Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

10. Remedies.

10.1 If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for five (5) days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 11, or (ii) bring an appropriate action for specific performance of this Agreement.

10.2 If Buyer fails to perform any of Buyer's obligations under this Agreement and that failure continues for five (5) days after Buyer's receipt of written notice from Seller, Seller may, as Seller's remedies for Buyer's failure, either: (i) terminate this Agreement in accordance with Section 11, or (ii) bring an appropriate action for specific performance of this Agreement.

11. Termination. If Buyer or Seller elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon termination by a party as provided in this Agreement, Escrow Agent shall return all documents deposited in the Escrow to the Seller. Upon delivery of such documents, this Agreement and the Escrow will be deemed terminated, and except as provided in this Agreement neither party will have any further liability or obligation under this Agreement.

12. Attorneys' Fees. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting party shall pay to the other party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

13. Omitted.

14. Escrow Cancellation Charges. If the Escrow fails to close because of Buyer's default, Buyer will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, Seller will be liable for any such cancellation charges by Escrow Agent. If the Escrow fails to close through no fault of either Seller or Buyer, any such cancellation charges by Escrow Agent shall be divided equally between Seller and Buyer.

15. Additional Acts. The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

16. Business Days. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17. Waiver. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18. Survival. All of the covenants, agreements, representations and warranties set forth in this Agreement survive Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

19. Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be

detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile which shall be effective as an original.

20. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.

21. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.

22. Construction. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

23. Headings. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.

24. No Third-Party Beneficiary. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

25. Severability. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

26. Time of Essence. Time is of the essence in the performance of this Agreement.

27. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

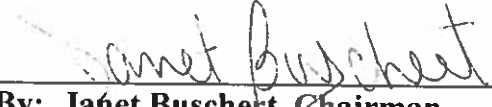
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CITY OF EAGLE

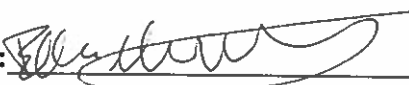

Stan Ridgeway, Mayor


Attest, City Clerk



BUYER:
Eagle Urban Renewal Agency


By: Janet Buschert, Chairman

Attest: 
Secretary