

**SEALED BID AUCTION PACKET  
COEUR D'ALENE URBAN RENEWAL AGENCY  
DBA IGNITE CDA**

**FOR PUBLIC AUCTION SALE OF:**

**North Park Drive Property  
Coeur d'Alene, Idaho**

**PUBLIC AUCTION SEALED BID DATES:**

**Bid Closing: February 21, 2018 at 3:00 p.m.  
Auction/Bid Opening: February 21, 2018 at 4:00 p.m.**

**SEALED BID PUBLIC AUCTION  
TERMS AND CONDITIONS**

All bids submitted must be submitted to the Coeur d'Alene Urban Renewal Agency dba ignite cda (the "Agency") at its offices, 105 N. 1<sup>st</sup> Street, Suite 100, Coeur d'Alene, Idaho, in compliance with the following Terms and Conditions.

Auction Location: Coeur d'Alene Public Library, 702 E. Front Avenue, Coeur d'Alene, Idaho, in the Community Room.

Auction Date: Sealed bids will be opened during the Agency's regular monthly meeting at the Auction Location on February 21, 2018, at 4:00 p.m. The public is welcome to attend.

Property to be Auctioned:

Individual parcels of real property (each, a "Lot" or collectively the "Lots") located along North Park Drive in Coeur d'Alene, Idaho (the "North Park Drive Property"). The legal description and depiction of the North Park Drive Property is attached hereto as Exhibit A.

Minimum Bid: The minimum bid shall be not less than one hundred percent (100%) of the appraised value for each Lot, as follows:

| Lot | Description                     | SF    | AC    | Price     |
|-----|---------------------------------|-------|-------|-----------|
| 1   | Triangular, largest site        | 7,866 | 0.181 | \$209,000 |
| 2   | Alley on 2 sides, smallest site | 5,555 | 0.128 | \$198,000 |
| 3   | Rectangular with alley behind   | 5,959 | 0.137 | \$220,000 |
| 4   | Rectangular with alley behind   | 6,000 | 0.138 | \$220,000 |
| 5   | Rectangular with alley behind   | 6,000 | 0.138 | \$220,000 |
| 6   | Rectangular with alley behind   | 6,000 | 0.138 | \$220,000 |
| 7   | Alley on 2 sides                | 6,720 | 0.154 | \$198,000 |
| 8   | Alley on 2 sides                | 5,757 | 0.132 | \$198,000 |
| 9   | Irregular with alley behind     | 5,752 | 0.132 | \$220,000 |
| 10  | Alley ending                    | 5,639 | 0.129 | \$198,000 |

The Bid Form, attached as Exhibit B hereto, requests an additional Bid Amount if there are tying high bids. **Bids less than the minimum bid will be returned.** Please be advised that Lots 9 and 10 are currently subject to title restrictions that the Agency is working to release prior to the opening of bids. The Agency can provide no assurance as to the release of such restrictions.

Sealed Bids: Bidders need to complete, in full, and sign in ink the Bid Form, attached hereto as Exhibit B, and seal it in an envelope marked on the outside: “Bid for Lot \_\_\_\_ of North Park Drive Property,” together with the Bid Deposit and Proof of Funds, as described hereunder.

**Deliver Sealed**

**Bids To: Sealed Bids should be delivered to the offices of the Agency, 105 N. 1<sup>st</sup>, Suite 100, Coeur d’Alene, Idaho, no later than 3:00 p.m. on the Bid Closing Date, February 21, 2018. Late bids will not be accepted and will be returned unopened.**

Bid Deposit: A 1% deposit is required for each Lot bid on, delivered in the sealed envelope with the Bid Form in the form of a cashier’s check, certified check or money orders payable to the Agency. No offer will be accepted without a Bid Deposit. The Bid Deposit will be returned to each unsuccessful bidder. The Bid Deposit will be credited against the winning bid for each Lot.

Proof of Funds: Bidders must provide Agency with proof of financial ability to pay in full the Bid Amount on or before the Bid Opening. Acceptable proof of such financial ability shall be: (1) A letter from a financial institution clarifying

bidder's prequalification to place a bid at no less than the asking Minimum Bid; or (2) evidence of cash or liquid cash assets at no less than the asking Minimum Bid.

Payment of Winning

Bid Amount: The high bidder for each Lot agrees to enter into a purchase and sale agreement in the form attached hereto as Exhibit C within twenty-one (21) days of bid opening. The high bidder shall pay to the Agency the purchase price by cash or cashier's check drawn on a national or state of Idaho chartered bank within thirty (30) days of the date of the purchase and sale agreement. **If full payment is not received within thirty (30) days, the Agency reserves the right to cancel the bid and retain the Bid Deposit. The Lot will then be offered to the next highest bidder at their Bid Amount.**

Property Inspection: Lots of the North Park Drive Property can be viewed without an appointment.

Appraisal: A copy of an appraisal of the individual Lots of the North Park Drive Property is available for review on the Agency's website: [ignitecda.org](http://ignitecda.org).

AS IS: Upon receipt of full payment, Agency will convey title to the individual Lots of the North Park Drive Property "as-is" without warranty of any kind, by quitclaim deed, substantially in the form attached as Exhibit D hereto. Costs of recordation of the deed and document preparation costs will be paid by the successful bidder. The Agency is not providing title insurance to the successful bidder.

Changes to Bid: No additions or changes to original Bids will be allowed after submittal. While changes are not permitted, the Agency may request clarification from bidders.

Further Information: Questions may be directed to Tony Berns, Executive Director, at 208.292.1630 or via email at [tonyb@ignitecda.org](mailto:tonyb@ignitecda.org).

**EXHIBIT A TO AUCTION PACKET**

**LEGAL DESCRIPTION OF NORTH PARK DRIVE PROPERTY**

All that real property being a portion of Lot 39 and Lot 48, Fort Sherman Abandoned Military Reservation, recorded in Book B of Plats at Page 153A; also being a portion of Lot 72, Sherman Park, recorded in Book B of Plats at Page 71; and also being a portion of vacated Garden Avenue, all in Section 14, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d’Alene, Kootenai County, Idaho, described as follows:

BEGINNING at the northwest corner of said Lot 72;

1. thence along the east right-of-way line of Park Drive, North 00°47’39” East, 590.77 feet to the southwesterly right-of-way line of the abandoned Burlington Northern Santa Fe Railroad;
2. thence leaving said east right-of-way line and along said southwesterly right-of-way line, South 28°12’09” East, 288.80 feet;
3. thence leaving said southwesterly right-of-way line, South 00°47’39” West, 282.89 feet;
4. thence South 11°48’32” West, 122.84 feet;
5. thence South 51°00’03” West, 113.05 feet to the westerly boundary of said Lot 72;
6. thence along said westerly boundary, North 39°01’21” West, 26.24 feet to the beginning of a 55.45-foot radius curve to the right;
7. thence along said curve, through a central angle of 39°49’00”, an arc length of 38.53 feet (the chord bears North 19°06’51” West, 37.76 feet);
8. thence North 00°47’39” East, 82.00 feet to the POINT OF BEGINNING.

Contains 77,467 square feet (1.778 acres), more or less.

FOR SALE  
SINGLE FAMILY HOME LOTS

ignite cda

| LOT | DESCRIPTION                     | SF    | AC    | PRICE     |
|-----|---------------------------------|-------|-------|-----------|
| 1   | TRIANGULAR LARGEST LOT          | 7,866 | 0.181 | \$209,000 |
| 2   | ALLEY ON TWO SIDES SMALLEST LOT | 5,555 | 0.128 | \$198,000 |
| 3   | RECTANGULAR WITH ALLEY BEHIND   | 5,959 | 0.137 | \$220,000 |
| 4   | RECTANGULAR WITH ALLEY BEHIND   | 6,000 | 0.138 | \$220,000 |
| 5   | RECTANGULAR WITH ALLEY BEHIND   | 6,000 | 0.138 | \$220,000 |
| 6   | RECTANGULAR WITH ALLEY BEHIND   | 6,000 | 0.138 | \$220,000 |
| 7   | ALLEY ON TWO SIDES              | 6,720 | 0.154 | \$198,000 |
| 8   | ALLEY ON TWO SIDES              | 5,757 | 0.132 | \$198,000 |
| 9   | IRREGULAR SHAPE ALLEY BEHIND    | 5,752 | 0.132 | \$220,000 |
| 10  | ALLEY ENDING                    | 5,639 | 0.129 | \$198,000 |

IGNITE CDA IS ACCEPTING SEPARATE AND SEALED BIDS FOR EACH LOT SHOWN IN THE MAP. THE MINIMUM BID FOR EACH LOT IS SHOWN IN THE TABLE TO THE RIGHT. BIDS WILL BE ACCEPTED UP TO 3:00 PM ON FEBRUARY 21, 2018. FOR COMPLETE DETAILS, VISIT [IGNITECDA.ORG](http://IGNITECDA.ORG).

**EXHIBIT B TO AUCTION PACKET**

**BID FORM**

**PROPERTY:**        Lot \_\_\_\_ located along North Park Drive in Coeur d’Alene, Idaho.

The undersigned hereby submits the following bid for the above-described Property:

**Total Bid Amount:** [print numerically and write out]

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars

**Bid Deposit in** the amount of \$ \_\_\_\_\_ is attached in the form of a cashier’s check \_\_\_\_, certified check \_\_\_\_\_; money order \_\_\_\_\_ -- payable to Coeur d’Alene Urban Renewal Agency dba ignite cda.

**Bid Tiebreaker:** In the event the above Bid Amount is tied for the highest bid, the undersigned authorizes the Agency to increase the Bid Amount to the following *maximum* amount (print numerically and write out):

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars

The undersigned promises to submit full payment of the Bid Amount (less the Bid Deposit) to the Agency as required in the **TERMS AND CONDITIONS included in the Sealed Bid Packet.**

**Individual Bidder**

**Entity Bidder**

\_\_\_\_\_  
**Legal Name**

\_\_\_\_\_  
**Legal Name**

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Date/Phone Number**

\_\_\_\_\_  
**Date/Phone Number**

**EXHIBIT C TO AUCTION PACKET**

**PURCHASE AND SALE AGREEMENT (PSA - EXAMPLE)**

This Purchase and Sale Agreement (this “**Agreement**”) dated effective [*on or before 3/14/2018*] (the “**Effective Date**”), is made between the Coeur d’Alene Urban Renewal Agency dba ignite cda, an independent public body, corporate and politic created and existing in the City of Coeur d’Alene, Idaho, whose address is 105 N. 1<sup>st</sup> Street, Suite 100, Coeur d’Alene, ID 83814 (“**Seller**”), and \_\_\_\_\_, whose address is \_\_\_\_\_ (“**Buyer**”).

**PROPERTY.** Seller agrees to sell and Buyer agrees to purchase residential lot no. \_\_\_\_ on North Park Drive, in Coeur d’Alene, Kootenai County, Idaho, and more particularly described on Exhibit A attached to this Agreement (the “**Property**”).

**PURCHASE PRICE AND TERMS.** Buyer was the successful bidder at the public auction sale of the Property, with a bid of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00) (“**Purchase Price**”) which shall be payable to Seller by Buyer as follows:

A bid deposit in the amount of \$\_\_\_\_\_ (“**Earnest Money**”), receipt of which is hereby acknowledged; and

The balance of \$\_\_\_\_\_.00, together with all applicable title insurance premium and closing costs to be paid in cash, wire transfer or other immediately-available funds at closing.

**NO CONTINGENCIES.** Buyer’s obligation to purchase the Property is **not** subject to any contingency.

**CONDITION OF THE PROPERTY.** Buyer is relying solely upon Buyer’s inspections or waiver thereof as to the Property pursuant to this Agreement. Buyer is not relying on representations of Seller or agents or representatives, whether oral or written, with respect to any aspect, feature or condition of the Property, and Buyer is purchasing the Property “**AS IS, WHERE IS AND WITH ALL FAULTS AND DEFECTS,**” including both latent and patent defects, and Buyer acknowledges and agrees that Seller has not made, does not make and specifically disclaims any other representations, warranties, promises, covenants, agreements or guaranties whatsoever, whether express or implied, oral or written, including but not limited to:

- a) the physical condition, repair or any other aspect of the Property, and the buildings, fixtures or improvements thereon, if any, or the value, expense of operation, square footage measurements or income results or potential thereof, including the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity or quality of water, including any water rights, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage,

- location in a special flood hazard area, fire damage, water leaks, water damage, mold or any other matter affecting the stability, integrity, or condition of the Property or improvements or any other matter affecting the stability, integrity, or condition of the Property; and
- b) access to the Property; and
  - c) any encroachments onto the Property or encroachments onto adjacent property; and
  - d) regulatory approvals, or lack thereof, by any applicable governmental entity; and
  - e) if applicable, waivers or variances provided by any homeowners' association, the amount of homeowners' or other association dues, transfer fees, or set up fees, and regulatory approvals for the subdivision in which the Property is located; and
  - f) the suitability of the Property for any and all activities and uses which Buyer may intend to conduct thereon; and
  - g) the habitability, merchantability or fitness for a particular use of the Property; and
  - h) the conformity of the Property or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, *if any*, of any applicable governmental entities which had jurisdiction over the construction of the original structure, any improvements and/or any remodeling of the structure, if applicable; and
  - i) any claim, demand, lawsuit, dispute, judgment or the like by any applicable governmental entity or any third party with regard to Seller's or its predecessor or Buyer's acquisition of the Property as being an illegal tax lot split or subdivision or an illegal property split or subdivision under any applicable governmental statutes, ordinances, rules and regulations; and
  - j) any claims, interests, easements, rights of way, covenants, restrictions, conditions, reservations, assessments, liens and encumbrances or any other documents or interests recorded against or asserted against in or to the Property; and
  - k) amount or payment of real property taxes and assessments or the assessed value or value of the Property, or the category code for real property tax and assessments purposes of the Property; and
  - l) availability, quantity or quality of any and all utilities, *if any*, including but not limited to, sewage, sanitation, cable TV, water, internet, gas, electricity, telephone and drainage; and
  - m) the environmental condition of the Property, including but not limited to whether the Property contains any hazardous waste.

Buyer shall not seek recourse against Seller or Seller's agents or representatives on account of any loss, cost or expense suffered or incurred by Buyer with regard to the foregoing matters or any other matters in connection with Buyer's purchase of the Property. Buyer shall independently verify all information and reports regarding any aspect or feature of the Property provided by Seller or Seller's agents or representatives. Seller does not guaranty the accuracy of any information or reports, if any, provided by Seller or Seller's agents or representatives. Buyer releases Seller from any and all liability relating to any aspect or condition of the Property, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise.

As used herein "**hazardous waste**" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the Federal Water Pollution Control Act, the Comprehensive

Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde. As used herein, “**mold**” shall mean any mold, mildew, spores and/or other microscopic organisms and/or allergens.

The provisions of this Section shall survive termination or expiration of this Agreement, closing and delivery and recording of the Deed (hereinafter defined). At closing, Buyer shall assume all obligations with respect to the Property.

Buyer’s Initials: \_\_\_\_\_, \_\_\_\_\_

**POSSESSION.** Buyer shall be entitled to possession upon closing.

**ESCROW AGENT AND TITLE COMPANY.** The Escrow Agent/Title Company shall be \_\_\_\_\_ (“**Escrow Agent**” or “**Title Company**”). The escrow and closing shall be carried out in accordance with this Agreement, the Escrow Agent's terms and conditions, and instructions made to the Escrow Agent by Buyer and Seller.

**TITLE INSURANCE.** Buyer, at Buyer’s sole option, cost and expense, may obtain an owner’s policy of title insurance.

**NO COMMISSIONS.** Seller and Buyer hereby acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase transaction contemplated in this Agreement. Seller and Buyer each warrant to the other that no commissions are payable by Seller or Buyer to any other broker or finder in connection with this Agreement or the transaction contemplated herein, and Seller and Buyer agree to indemnify, defend, save and hold each other harmless from and against the payment of any further commissions or fees or claims for commissions or fees by virtue of any acts or actions undertaken by them, respectively; it being expressly agreed that the foregoing agreement of indemnification shall expressly survive the closing under this Agreement.

**PRORATIONS.** All real property taxes and assessments, utility charges, irrigation assessments, and all other items capable of proration, shall be pro-rated to the date of closing.

**CLOSING COSTS.** Buyer shall be responsible for ALL closing costs, including but not limited to any title insurance premiums, escrow and closing fees, if any, recording fees, and title transfer fees. Seller and Buyer shall be responsible for their respective attorneys’ fees.

**CLOSING.** The closing shall occur on or before April 13, 2018. Prior to Closing, Seller shall deposit a Quitclaim Deed, in recordable form, in the form attached hereto as **Exhibit B** (“**Deed**”) conveying the Property to Buyer together with instructions to deliver and record the Deed when the Escrow Agent is in position to disburse the Purchase Price to Seller. Buyer shall deposit the balance of the Purchase Price, and all closing costs, including the title insurance policy premium, with the Escrow Agent with instructions to disburse the Purchase Price to Seller upon recordation of the Deed and when the Escrow Agent is prepared to issue the title insurance policy required under this Agreement. Seller and Buyer shall also deposit with Escrow Agent any other



documents requested by Escrow Agent and/or Seller or Buyer, as applicable, to close the transaction and effectuate the agreement herein made.

**REPRESENTATIONS AND WARRANTIES.** Buyer is acquiring the Property in its present state and condition, in reliance upon Buyer's own independent inspection, investigation and analysis, and no representations or warranties of any kind have been made by Seller or Seller's agents or representatives, other than contained in this Agreement or in any other documents delivered by Seller in connection with closing, if any. Subject only to the foregoing, Buyer shall accept the Property in an "as is, where-is, and with all faults and defects" condition as set forth in Section 4 of this Agreement.

**RISK OF LOSS.** Prior to closing, all risk of loss shall remain with Seller. Should the Property be materially damaged by fire, neglect, or other destructive cause prior to closing, this Agreement may be voidable at the option of Buyer or Seller.

**INSURANCE.** Seller will continue to maintain all insurance in place as of the Effective Date through the closing, at which time Seller shall terminate such insurance. Insurance, if any, carried by Seller on the Property shall be terminated effective as of closing.

**DEFAULT.**

By Buyer. In the event of Buyer's default or breach of this Agreement, Buyer and Seller agree that Seller's sole and exclusive remedy is to terminate this Agreement upon written notice to Buyer and retain the Earnest Money, plus any interest accrued thereon, as liquidated damages.

In this regard: IT IS IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO CLOSING OF THE PROPERTY, THE ACTUAL DAMAGES THAT SELLER WOULD INCUR IN THE EVENT OF BUYER'S DEFAULT. THEREFORE, UPON SELLER'S TERMINATION OF THIS AGREEMENT RESULTING FROM BUYER'S DEFAULT OR BREACH, SELLER IS ENTITLED TO AND MAY RETAIN THE EARNEST MONEY, PLUS ANY INTEREST ACCRUED THEREON, WHICH RETENTION BY SELLER SHALL NOT BE CONSIDERED A PENALTY. THE FOREGOING REMEDY OF TERMINATION AND RETENTION OF THE EARNEST MONEY, PLUS ANY INTEREST ACCRUED THEREON, IS SELLER'S SOLE AND EXCLUSIVE REMEDY. BY INITIALING BELOW, BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS PARAGRAPH.

Seller's sole and exclusive remedy as set forth above shall not apply to any of Buyer's obligations of indemnity, defense and hold harmless as set forth in this Agreement.

**Buyer's Initials:** \_\_\_\_\_, \_\_\_\_\_      **Seller's Initials:** \_\_\_\_\_

By Seller. In the event of Seller's default or breach of this Agreement, Buyer and Seller agree that Buyer's sole and exclusive remedy is to terminate this Agreement upon

written notice to Seller and obtain a refund of the Earnest Money, plus any interest accrued thereon.

**NOTICES.** All notices and other communications (“**notices**”) shall be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by e-mail, with confirmation of the transmittal of the e-mail, with the date of notice being the date of the e-mail, (iv) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices shall be addressed to the addresses set forth above, or such other address as one party shall provide the other parties.

**SUCCESSORS AND ASSIGNS.** Buyer shall not assign this Agreement without the express written consent of Seller, which Seller may withhold for any or no reason in Seller’s sole and absolute discretion.

### **MISCELLANEOUS PROVISIONS.**

Survival. All of the covenants, conditions, representations and warranties set forth in this Agreement shall constitute continuing covenants, conditions, representations and warranties (including all indemnification, defense and hold harmless obligations related thereto), shall be deemed to be true and correct as of the date of closing and shall survive closing of Buyer’s purchase of the Property, and shall not be subject to any merger due to delivery and/or recording of the Deed.

No Third Party Rights. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Seller and Buyer. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.

Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party, and may not be modified or amended in any manner except by an instrument in writing signed by both Buyer and Seller.

Severability. If any part of this Agreement shall be found to be invalid or unenforceable, the remainder of the Agreement shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

Headings; Singular/Plural. The section/paragraph headings contained herein are for purposes of identification only, and shall not be considered in construing this Agreement. The singular shall be deemed to include the plural, and the plural shall be deemed to include the singular.

Applicable Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Idaho.

Joint/Several. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its costs and reasonable attorneys' fees (including, without limitation, its costs and reasonable attorneys' fees on any appeal). All such costs and reasonable attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

Modification. This Agreement may be modified, amended or supplemented only in a writing signed by all of the parties hereto.

Calendar Days. All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday or local, state or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

Counterparts; Electronic Mail. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each counterpart shall be deemed an original for all purposes. Electronic transmission of any signed original document and/or retransmission of any signed electronic transmission shall be the same as delivery of any original.

Binding Agreement. This Agreement shall not be binding or enforceable until both parties have fully executed this Agreement and have delivered to each other a counterpart of this Agreement fully executed by the delivering party.

**SELLER:**

**COEUR D'ALENE URBAN RENEWAL  
AGENCY DBA IGNITE CDA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Chair

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C TO AUCTION PACKET**

***EXHIBIT A (to PSA)  
Legal Description of Property***

**EXHIBIT C TO ACUTION PACKET**

***EXHIBIT B (for PSA)***

***FORM OF DEED (for PSA)***

Recording Requested By and  
When Recorded Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

FOR VALUE RECEIVED, the Coeur d'Alene Urban Renewal Agency dba ignite cda, an independent public body, corporate and politic created and existing in the City of Coeur d'Alene, Idaho (the "**GRANTOR**") does hereby convey, remise, release, and quitclaim to \_\_\_\_\_ (the "**GRANTEE**"), whose current address is \_\_\_\_\_, all right, title and interest which Grantor now has in and to that certain real property situated in the COUNTY OF KOOTENAI, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof,

TOGETHER with all of GRANTOR's right title and interest in the structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof.

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of GRANTOR, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**COEUR D'ALENE URBAN RENEWAL  
AGENCY DBA IGNITE CDA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Chair

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Coeur d'Alene Urban Renewal Agency dba ignite cda, the entity that executed the within instrument or the persons who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT C TO AUCTION PACKET**

***EXHIBIT A TO QUITCLAIM DEED (for PSA)  
Legal Description of Property***



**EXHIBIT D TO AUCTION PACKET**

**QUITCLAIM DEED**

FOR VALUE RECEIVED, the Coeur d’Alene Urban Renewal Agency dba ignite cda, an independent public body, corporate and politic and urban renewal agency created and existing in the City of Coeur d’Alene, Idaho (the “GRANTOR”) does hereby convey, remise, release, and quitclaim to \_\_\_\_\_ (the “GRANTEE”) all right, title and interest which Grantor now has in and to that certain real property situated in the COUNTY OF KOOTENAI, STATE OF IDAHO, more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

TOGETHER with all of GRANTOR’s right title and interest in the structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof.

The current address of the GRANTEE is:

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of GRANTOR, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Coeur d’Alene Urban Renewal Agency dba ignite cda

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Attest:  
\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the Coeur d'Alene Urban Renewal Agency dba ignite cda, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_