



Jace Stolfo <jace@idahorealestatecenter.com>

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## Barber Junction

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**Jace Stolfo** <jace@idahorealestatecenter.com>  
To: Jenna King <jenna@jennaking.com>

Mon, Mar 12, 2018 at 9:17 AM

Hi, Jenna.

Please see below.

On Sun, Mar 11, 2018 at 2:21 PM, Jenna King <jenna@jennaking.com> wrote:

Hi Jace!

The Crowley's have decided they like lot 8 instead of 9.

Couple questions:

-what are the HOA dues? **They haven't been established yet. #6 of CCR's stage they'll have a reduced HOA amount.** Do they have access to a pool? **They do not.**

-is this home in the CID tax district? **Yes**

-is the road to the North of lot 5 going to be connected to Warm Springs? **I don't know. I wouldn't think so.**

-can we confirm the electrical box location, is it on lot 8 or 9? It appears to be on right down the middle of the two lots. **We can confirm**

Of course, after you talk to Zach let me know if 7 would be an option...I am happy they have another plan in case! **I'll let you know when I hear back from Zach**

How can I get you the check? Do you want me to put it in the run to Allante? **Directly to ZEC office**

[Quoted text hidden]

--  
Jace Stolfo  
(208) 484-2560  
Idaho Real Estate Center  
Keller Williams Realty Boise  
IdahoRealEstateCenter.com



# RE-22 PRE-SOLD NEW CONSTRUCTION REAL ESTATE PURCHASE AND SALE AGREEMENT

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.

JULY 2017  
EDITION



Page 1 of 9

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#** 8/2 Barber Junction **DATE** 05/10/2018  
2  
3 **LISTING AGENCY** Keller Williams Realty Boise Office Phone # 208-484-2560 Fax #  
4 Listing Agent Jace Stolfo E-Mail jace@idahorealestatecenter.com Phone # 208-484-2560  
5  
6 **SELLING AGENCY** Keller Williams Realty Boise Office Phone # 208-514-3630 Fax #  
7 Selling Agent Jenna King E-Mail jenna@jennaking.com Phone #  
8

9 **1. BUYER:** Lawrence A. Crowley Kathleen H. Crowley  
10 (Hereafter called "BUYER") agrees to purchase, and **CONTRACTOR/SELLER:** Zach Evans Construction, LLC  
11 (Hereafter called "SELLER") agrees to sell the following pre-sold new construction residence hereinafter described and to be constructed on the following  
12 real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS:** 3738 S Harris Ranch Ave  
13 in the City of Boise County of Ada Idaho, Zip Code 83716  
14 which is legally described as Lot No. 8 Block 2 Subdivision Barber Junction Sub  
15 in accordance with the plat of record in the office of the County Recorder or alternatively, legally described as: Lot 8 Block 2 Barber Junction Sub, Ada  
16 County, Idaho  
17 or Legal Description Attached as exhibit: n/a (Exhibit must accompany original offer and  
18 be signed or initialed by BUYER and SELLER.)  
19

20 **2. \$**                      **TOTAL PURCHASE PRICE:**                      DOLLARS,  
21 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):  
22 The purchase price: ☒ includes; ☐ does not include the parcel of real PROPERTY described above.  
23 The real PROPERTY is owned by the: ☐ BUYER, ☒ SELLER, ☐ OTHER  
24 Parcel of real PROPERTY will be conveyed from BUYER to SELLER prior to start of construction: ☐ YES ☒ NO ☐ N/A (Not Applicable)  
25

26 This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No  
27

28 **3. FINANCIAL TERMS:** Note: A+C+D+E+F must add up to total purchase price.  
29

30 (A). \$                      **EARNEST MONEY:** BUYER hereby offers                       
31 DOLLARS as Earnest Money in the following form: ☐ cash ☐ personal check ☐ cashier's check ☐ note (due date):  
32 ☒ other on deposit with Seller and ☐ receipt is hereby acknowledged OR ☐ BUYER will deliver  
33 Earnest Money within n/a business days (three [3] if left blank) of acceptance.  
34 Earnest Money to be deposited in trust account ☐ upon receipt or ☐ upon acceptance by BUYER and SELLER or ☐ other n/a  
35 n/a and shall be held by: ☐ Listing Broker ☐ Selling Broker  
36 ☐ Closing Agency ☒ other Seller for the  
37 benefit of the parties hereto.  
38

39 ☒ Earnest Money to become NON-REFUNDABLE upon the: ☐ issuance of building permit, and/or ☐ removal of the following contingencies:  
40 ☐ Approval of Final Plans, ☐ Finance, ☐ Sale of Home or Property, ☒ Other: (See Attached Addendum(s) # 1)  
41 **THE RESPONSIBLE BROKER SHALL BE:** Reata Conner  
42

43 (B). **ALL CASH OFFER:** ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF  
44 CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide  
45 SELLER within n/a business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, written confirmation of sufficient  
46 funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial  
47 statement.  
48

49 Cash proceeds from another sale: ☒ Yes ☐ No  
50

51 (C). \$                      **NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining the following financing:  
52

53 **FIRST LOAN** of \$                      not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA,  
54 ☐ RURAL DEVELOPMENT, ☐ OTHER n/a with interest not to exceed mrkt % for a period of 30 year(s) at:  
55 ☐ Fixed Rate ☐ Other n/a. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's  
56 Earnest Money shall be returned to BUYER.  
57 **SECOND LOAN** of \$ 0.00 through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER 0  
58 with interest not to exceed 0 % for a period of 0 year(s) at:  
59 ☐ Fixed Rate ☐ Other 0  
60

61 **LOAN APPLICATION:** BUYER ☒ has applied OR ☐ shall apply for such loan(s). Within 10 business days (ten [10] if left blank) of final acceptance of  
62 all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt

BUYER'S Initials ( luc ) ( KHC ) Date 05/12/2018 SELLER'S Initials ( RE ) Date 5/15/2018 8:20:43 AM

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PROPERTY ADDRESS: **3738 S Harris Ranch Ave** **Boise** **83716** ID#: **8/2 Barber Junction**

**46. CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete the transaction. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing date shall be no later than **11/6/18**. The parties agree that the "closing agency" for this transaction shall be **Title One** located at **Boise** ID **ID**.

**47. POSSESSION:** BUYER shall be entitled to possession: ☒ upon closing or ☐ other date \_\_\_\_\_ time \_\_\_\_\_.

**48. PRORATIONS:** Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date \_\_\_\_\_. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

**49. SPECIAL CONSIDERATIONS AND CONTINGENCIES:** This Agreement is made subject to the following identified special considerations and/or contingencies which must be satisfied prior to closing:

☐ **SALE OF EXISTING HOME and/or PROPERTY CONTINGENCY:** This contract is contingent upon the closing of escrow on the sale of the BUYER'S present home and/or property located at: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_.  
Home and/or Property is ☐ NOT LISTED ☐ CURRENTLY LISTED WITH: \_\_\_\_\_  
Office Phone \_\_\_\_\_ Listing Agent \_\_\_\_\_ Fax # \_\_\_\_\_  
Other Phone \_\_\_\_\_ The closing of this existing home and/or property is scheduled for \_\_\_\_\_.

**50. ADDITIONAL TERMS AND/OR CONDITIONS:**

**1) Buyer acknowledges Property is in the Community CID taxing district.**

**51. 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 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 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 not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

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

Section 1:

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

Section 2:

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

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

**53. ASSIGNMENT:** This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned. **5/15/2018**

**54. AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind BUYER and SELLER. **5/16/18**

**55. ACCEPTANCE:** This offer is made subject to the acceptance, counter or rejection of SELLER and BUYER on or before **05/14/18** (Date) at (Local Time in which PROPERTY is located) **5** ☐ A.M. ☒ P.M.

BUYER'S Initials **EAC** **X** Date **05/12/2018**

SELLER'S Initials **BEA** Date **5/15/2018 8:20:43**



1101 W. River Street, Suite 201  
Boise, ID 83702  
Ph. (208)424-8511  
Fx. (208)287-0951  
www.titleonecorp.com

## **Acknowledgment and Approval of Title Commitment, CCR's, and Plat Map**

To: TitleOne Corporation

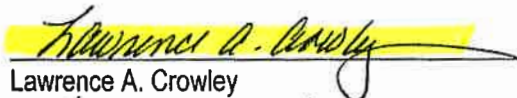
Order Number: 18313230

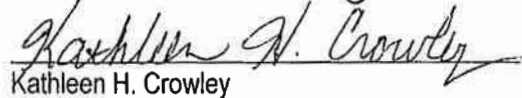
Legal Description: Lot 8 in Block 2 of Barber Junction Subdivision, according to the official plat thereof, filed in Book 112 of Plats at Pages 16244 through 16252, and as Amended by Affidavit recorded January 12, 2018 as Instrument No. 2018-003803, official records of Ada County, Idaho.

Property Address: 3738 S Harris Ranch Ave, Boise, ID 83716

The undersigned buyer herein acknowledges receipt of the title commitment, any applicable CCR's, and plat map to the real property referenced above. The undersigned further acknowledge they have read and approved said title commitment, CCR's, and plat map and hold TitleOne Corporation harmless and without liability for the same.

Date: 10/31/2018

  
Lawrence A. Crowley

  
Kathleen H. Crowley



22. Terms, covenants, conditions, restrictions, easements, and obligations, if any, contained in Resolution No. 20895 by the City of Boise City, declaring formation of the Harris Ranch Community Infrastructure District No. 1, and approving District Development Agreement No. 1.

Recorded: June 11, 2010  
Instrument No.: 110054253

**CID Tax and Special Assessment Disclosure Notice**

Recorded: September 20, 2010  
Instrument No.: 110087657

**CID Tax and Special Assessment Disclosure Notice**

Recorded: October 4, 2010  
Instrument No.: 110092989

**Resolution No. 2**

Recorded: October 8, 2010  
Instrument No.: 110094663

**Resolution No. 20160**

Recorded: October 8, 2010  
Instrument No.: 110094664

**CID Tax and Special Assessment Disclosure Notice**

Recorded: October 25, 2010  
Instrument No.: 110100312

Terms, conditions, easements and, obligations, if any, contained in District Development Agreement No. 1 for the Harris Ranch Community Infrastructure District No. 1, by and between City of Boise, Harris Ranch District Community Infrastructure District No. 1 and Harris Family Limited Partnership.

Recorded: November 30, 2010  
Instrument No.: 110112805

[NOTE: To view said document\(s\) click here.](#)

23. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: August 31, 2010  
Instrument No.: 110081377

Amended and Restated Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: October 8, 2010  
Instrument No.: 110094904

Amendments, Supplements, Annexations or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: April 14, 2011  
Instrument No.: 111031163

Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: February 27, 2015  
Instrument No.: 2015-015270

Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: March 8, 2016  
Instrument No.: 2016-019015

Amendments, Supplements, Annexations or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: August 8, 2017  
Instrument No.: 2017-073443