

**AGREEMENT FOR EXCLUSIVE OPTION TO PURCHASE
AND RIGHT OF FIRST REFUSAL**

THIS EXCLUSIVE OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL is given as of the 7th day of March, 2023, by Timothy Allen, Eileen Allen, and the Richard E. Allen Family Trust ("Seller"), to Canyon County ("County"), with respect to the real property described below ("Property") upon terms and conditions as follow:

1. The Property. At issue is that certain property described as PIN R30167010A4 and R30167010A3 and proximal to the area commonly known as "Dead Horse Canyon," being more particularly and legally described as shown in Attachment 1, affixed hereto and incorporated by reference. Property consists of the blue shaded area marked with dots and peach shaded area marked with lines.
2. Consideration and Grant. In consideration of Seller's receipt of TWENTY THOUSAND DOLLARS (\$20,000) from County, the value and sufficiency of which is hereby acknowledged, and subject to the conditions set forth below, Seller agrees as follows:
 - a. Seller shall not enter into any Option Agreement, Sale Agreement, or Lease Agreement with respect to the Property except as may be negotiated and agreed to in writing with the County, for a term of one (1) year from the date hereof; and
 - b. Seller thereafter shall grant the exclusive right of first refusal with respect to any sale of all or any part of the Property to the County for a term of nineteen (19) years from the expiration of the Option described above
3. Notice of Bona Fide Acceptable Offer. If during the term of the right of first refusal described in Section 1.b, above, Seller receives a bona fide offer acceptable to Seller for the purchase of all or any part of the Property, then, Seller shall forthwith forward a copy of such offer (the "Bona Fide Acceptable Offer") to County.
4. Exercise by County. County shall have a period of thirty (30) days after receiving such copy of the Acceptable Offer within which to notify Seller that County elects to purchase the Property (or the portion thereof covered by the Acceptable Offer) on the terms contained therein. Any such notice from County shall be accompanied by any earnest money required under the terms of the Acceptable Offer, which shall then constitute a contract between Seller and County even though neither has signed it.
5. Waiver by County. If County does not notify Seller within the 30-day Period mentioned in the preceding paragraph of County's election to purchase such property, Seller shall be free to sell such property to the person who submitted the Acceptable Offer (or to such person's permitted assigns) on the terms specified therein, and County shall upon request

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LANDFILL – DEAD HORSE CANYON

execute and deliver an instrument in recordable form appropriate to evidence County's relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding any such relinquishment, County's rights under this instrument shall remain in effect with respect to any part of the Property not covered by the Acceptable Offer, and, if the transaction contemplated by the Acceptable Offer fails for any reason to close, with respect to any subsequent offer to purchase all or any part of the Property covered by such Acceptable offer.

6. Notices. Any notice required or permitted to be given under this right of first refusal shall be in writing and shall be deemed given upon personal delivery or on the second business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at its address stated below:

SELLER:

Tim Allen
16755 Deer Flat Rd
Caldwell ID 83607
208-941-3978

COUNTY:

Board of County Commissioners
1115 Albany Street
Caldwell, Idaho 83605
Telephone: (208) 454-7507
Facsimile: (208) 454-7336
bocc@canyoncounty.id.gov

Either party may change its address for notices by notice to the other party as provided above.

7. Binding Effect. The provisions of this instrument, which are severable, shall bind and benefit Seller and County and their respective successors and assigns.
8. Expression of Mutual Intent. The Seller and County intend to negotiate a fair purchase price, not to exceed the amount set by an independent licensed appraiser, and hope to execute a standard Purchase and Sale Agreement for the Property thereafter in due course.

IN WITNESS WHEREOF, Seller has executed this Agreement for Exclusive Option to Purchase and Right of First Refusal on the date set forth in its acknowledgement, intending it to take effect as of this 2nd of March, 2023.

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LANDFILL – DEAD HORSE CANYON**

SELLER:

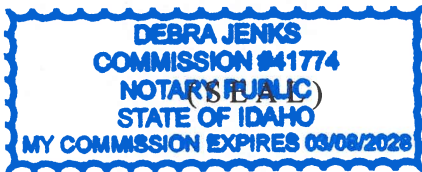
Timothy R. Allen
Timothy Allen

STATE OF IDAHO)

ss.

County of Canyon)

On this 2nd day of March, 2023, before me, a Notary Public for Idaho, appeared Timothy R. Allen known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Debra Jenks
Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 3/8/2028

SELLER:

Eileen K Allen
Eileen Allen

STATE OF IDAHO)

ss.

County of Canyon)

On this 2nd day of March, 2023, before me, a Notary Public for Idaho, appeared Eileen K Allen known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Debra Jenks
Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 3/8/2028

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SELLER:

Richard E Allen

Richard Allen
Richard E. Allen Family Trust

STATE OF IDAHO)
 ss.
County of Canyon)

On this 2nd day of March, 2023, before me, a Notary Public for Idaho, appeared Richard E Allen known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



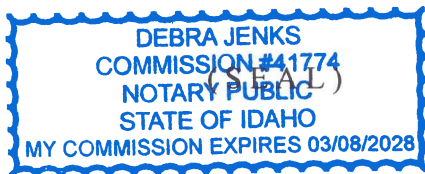
Debra Jenks
Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 3/8/2028

SELLER:

Timothy R. Allen
Timothy Allen
Richard E. Allen Family Trust

STATE OF IDAHO)
 ss.
County of Canyon)

On this 3rd day of March, 2023, before me, a Notary Public for Idaho, appeared Timothy R. Allen known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Debra Jenks
Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 3/8/2028

**EXCLUSIVE OPTION TO PURCHASE
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LANDFILL – DEAD HORSE CANYON**

BUYER:

**CANYON COUNTY
BOARD OF COUNTY COMMISSIONERS**



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

STATE OF IDAHO)
 ss.
County of Canyon)

On this 7th day of March, 2023, before me, **CHRIS YAMAMOTO** (the Clerk of the County of Canyon, ex officio auditor and recorder, and ex officio clerk of the Board of County Commissioners), or the deputy clerk whose signature appears below, personally appeared **LESLIE VAN BEEK, BRAD HOLTON and ZACH BROOKS**, known or identified to me to be the duly elected commissioners of the Board of County Commissioners of the County of Canyon, a political subdivision of the State of Idaho, and executed said instrument, and acknowledged to me that such County of Canyon, State of Idaho, executed the same.

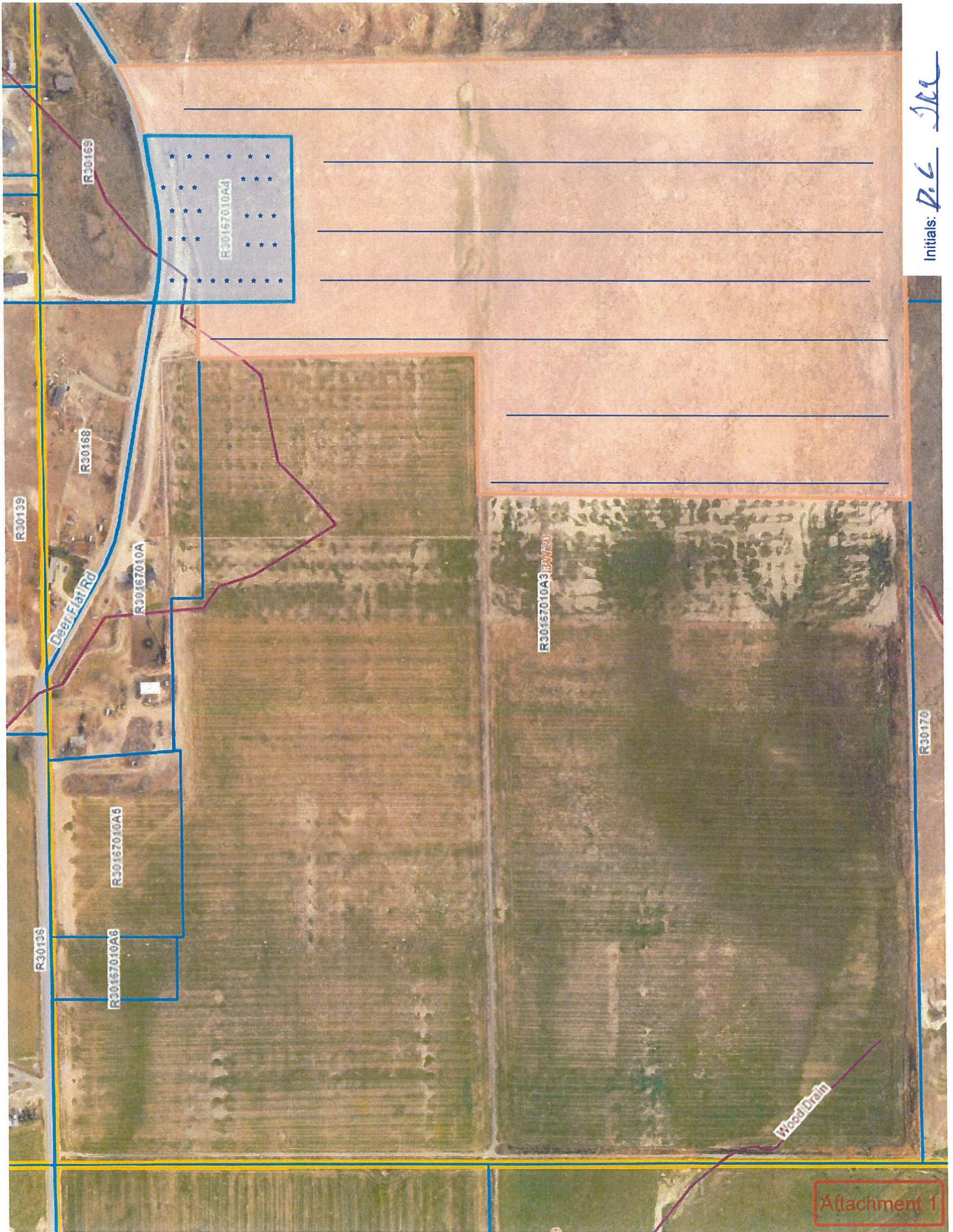
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.





Deputy Clerk

**EXCLUSIVE OPTION TO PURCHASE
AND RIGHT OF FIRST REFUSAL
LANDFILL – DEAD HORSE CANYON**



Initials: *D.C. J.C.*

Pg 1 of 2

CANYON COUNTY ASSESSOR'S TAX NUMBER: 10241

SECTION/TOWNSHIP/RANGE: 20-2N-3W NE

SUBDIVISION:

1\BLOCK\TRACT:

ACCOUNT NUMBER: R30167-010A3

TAX YEAR: 2011

INST: # 2010042530

DATE: 09-10-10

GRANTOR: RICHARD E ALLEN & TIMOTHY ALLEN

GRANTEE: TIMOTHY R ALLEN 51.21% & RICHARD E ALLEN FAMILY TRUST 48.79%

NOTICE

THESE DOCUMENTS ARE MAINTAINED FOR
ASSESSMENT PURPOSES & SHOULD NOT
BE RELIED UPON FOR DETERMINING
PROPERTY BOUNDARIES & CURRENT
PROPERTY OWNERSHIP.

-----DESCRIPTION-----

PARCEL 3

A tract of land lying in the Northwest ¼ and the Northeast ¼ of Section 20, Township 2 North, Range 3 West of the Boise Meridian. Canyon County, Idaho more particularly described as follows:

Commencing at a found 5/8 inch iron which marks the Northwest corner of said Section 20, which is THE REAL POINT OF BEGINNING of this description;

Thence S 00°04'10" W 2650.67 feet along the West boundary of said Section 20 to a found 5/8 inch iron pin marking the West ¼ corner of said Section 20;

Thence N 89°33'11" E 2636.47 feet to a found BLM Alum. Cap, said cap marks the Corner common to the Southeast corner of the Northwest 1/4 and the Southwest corner of the Northeast ¼;

Thence continuing N 89°33'11" E 758.29 feet along the South boundary of the Northeast ¼ of said Section 20;

Thence N 00°38'52" W 2403.46 feet to a point in the centerline of Deer Flat Road;

Thence S 58°11'17" W 21.86 feet along said centerline to a point of curvature;

Thence along a circular curve to the Right whose central angle is 22°24'41", radius is 530.07 feet, length of 207.34 feet and whose long chord bears S 69°26'37" W 206.02 feet to a point;

Thence S 80°38'58" W 0.76 feet to a point;

Thence S 00°07'35" W 454.82 feet to a point;

Thence S 89°34'33" W 512.84 feet to a point;

Thence N 00°07'35" E 300.00 feet to a point;

Thence S 89°34'33" W 904.37 feet to a point

Thence N 00°25'27" W 98.00 feet to a set 5/8 inch iron pin;

Thence N 19°08'14" W 225.79 feet to a found ½ inch iron pin;

CANYON COUNTY ASSESSOR'S TAX NUMBER: 10241

SECTION/TOWNSHIP/RANGE: 20-2N-3W NE

SUBDIVISION:

TRACT\BLOCK\TRACT:

ACCOUNT NUMBER: R30167-010A3

TAX YEAR: 2011

INST: # 2010042530

DATE: 09-10-10

GRANTOR: RICHARD E ALLEN & TIMOTHY ALLEN

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PARCEL 3

Thence N 24°55'07" W 37.67 feet to a set 5/8 inch iron pin;

Thence N 37°50'41" W 25.17 feet to a found 1/2 inch iron pin;

Thence N 54°25'29" W 44.20 feet to a found cross on concrete;

Thence N 60°37'51" W 68.55 feet to a found cross on concrete;

Thence N 54°05'29" W 60.52 feet to a found 1/2 inch iron pin;

Thence N 00°04'10" E 20.98 feet to a set Mag Nail on the North boundary of said Section 20;

Thence S 89°34'33" W 406.48 feet along said North boundary to a set Mag Nail;

Thence S 00°04'10" W 385.01 feet to a point;

Thence S 89°34'33" W 570.00 feet to a point;

Thence N 00° 04'10" E 385.01 feet to a point on the North boundary of said Section 20 to a set
Mag Nail;

Thence S 89° 34'33" W 507.34 feet along said North boundary to THE REAL POINT OF
BEGINNING of this description.

The above described tract contains 178.97 acres more or less and is subject to all existing rights-
of-way and easements.

Exception

CANYON COUNTY ASSESSOR'S TAX NUMBER: 20642

SECTION/TOWNSHIP/RANGE: 20-2N-3W NW

SUBDIVISION:

LOT\BLOCK\TRACT:

ACCOUNT NUMBER: R30167-010A5

TAX YEAR: 2021

INST: # 2020059420

DATE: 10-13-20

GRANTOR: TIMOTHY R ALLEN, EILEEN K ALLEN AND
RICHARD E ALLEN FAMILY TRUST

GRANTEE: PETER JAMES & PAULA RUTH ALLEN H/W

-----DESCRIPTION-----

LLA W/ R30167-010A & R30167-010A3

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A parcel of land located in the Northwest 1/4 of Section 20, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northwest 1/4 of Section 20, Township 2 North, Range 3 West, Boise Meridian, derived from found monuments and taken as South 89°57'53" East with the distance between monuments found to be 2639.93 feet.

BEGINNING at a point on the North line of the Northwest 1/4 of said Section 20, Township 2 North, Range 3 West, Boise Meridian from which the Northwest Corner of said Section 20 bears North 89°57'53" West a distance of 1236.13 feet;

Thence leaving said North line, South 03°41'26" East, a distance of 407.56 feet;

Thence North 89°50'08" West, a distance of 571.18 feet;

Thence North 00°31'51" East, to a point on the North line of the North 1/4 of said Section 20, a distance of 405.43 feet;

Thence along said North line South 89°57'53" East, a distance of 541.18 feet to the
POINT OF BEGINNING.

Said Parcel containing 225,834 square feet or 5.18 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

CANYON COUNTY ASSESSOR'S TAX NUMBER: 10239

SECTION/TOWNSHIP/RANGE: 20-2N-3W NE

SUBDIVISION:

\BLOCK\TRACT:

ACCOUNT NUMBER: R30167-010A4

TAX YEAR: 2011

INST: # 2010042530

DATE: 09-10-10

GRANTOR: RICHARD E ALLEN & TIMOTHY ALLEN

GRANTEE: TIMOTHY R ALLEN 51.21% & RICHARD E ALLEN FAMILY TRUST 48.79%

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-----DESCRIPTION-----

PARCEL 1

A tract of land located in the Northeast 1/4 of Section 20, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows;

Commencing at the Northwest corner of the said Northeast 1/4, said corner is marked with a 5/8 inch iron pin; Thence S 00°07'35" W 350.31 feet along the West boundary of said Northeast 1/4 to a set Mag Nail; which is the REAL POINT OF BEGINNING of this description;

Thence continuing S 00°07'35" W 432.71 feet along the West boundary of said Northeast 1/4;

Thence N 89°34'33" E 512.84 feet to a point;

Thence N 00°07'35"E 454.82 feet to a point in the centerline of Deer Flat Road, said point is marked with a set Mag Nail;

Thence S 80°38' 58" W 207.88 feet to a point of curvature, said point is marked with a set Mag Nail;

Thence along a circular curve to the right, whose radius is 806.18 feet, length is 269.64 feet and whose long chord bears N 89°46'09" W 268.38 feet to a set Mag Nail;

Thence N 80°11'24" W 39.87 feet to the REAL POINT OF BEGINNING of this description.

The above described tract contains 5.02 acres more or less and is subject to all existing rights-of-way and easements.