

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is entered into as of July 7, 2025, (the "Effective Date") by and between Norm Brown Real Estate, LLC (the "Assignor"), and Canyon County, a political subdivision of the State of Idaho, (the "Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties".

Assignor and Seventh Day Church of God Inc (the "Company") entered into an agreement dated July 2, 2025 (the "Purchase Agreement"), a copy of which is attached as Exhibit A hereto.

The Assignor now desires to assign and transfer all its rights, obligations, and interests in the Purchase Agreement to Assignee pursuant to this Assignment;

Assignee desires to accept the assignment of all of Assignor's rights, obligations, and interests in the Purchase Agreement; and

The Company desires to consent to Assignee's assumption of Assignor's rights, obligations, and interests in the Purchase Agreement and to fully and finally release Assignor from its obligations in the Purchase Agreement.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Companies agree that:

- 1) Assignment: The assignor assigns to Assignee all of its rights, obligations, and interests in the Purchase Agreement.
- 2) Assumption: The Assignee accepts the assignment and assumes all of Assignor's rights, obligations, and interests in the Purchase Agreement.
- 3) Company Consent and Release: The Company consents to Assignee's assumption of the Purchase Agreement and fully and finally discharge and release Assignor from all of Assignor's obligations under the Purchase Agreement.
- 4) Inconsistency: In the event that any provision of this Assignment is or becomes inconsistent with any provision of the Purchase Agreement, the provisions of this Assignment shall govern.
- 5) Purchase Agreement Continuance: This Assignment acts as a continuance of the Purchase Agreement in all of its provisions except as altered by the assignment, assumption and consent provisions of this Assignment.
- 6) Authority: The Parties and the Company represent that the individual signing this Assignment on its behalf has the authority to do so and to so legally bind each party. The Company represents that the execution, delivery and performance of this Assignment by the Company has been fully and validly authorized by all necessary company action.
- 7) Entire Agreement: This Assignment, which includes Exhibit A, represents the entire understanding between the Parties and the Companies on the matters addressed herein and may not be modified, changed or altered by any promise or statement by the Parties or the Company other than in writing signed by an authorized representative. The waiver of a breach of any provision of this Assignment by any Party or the Company shall not be construed as a waiver or rights with respect to any subsequent breach by any Party or the Company.

(SIGNATURE PAGE FOLLOWS)

25-071

SIGNATURES: The Parties and the Company have executed this Assignment as of the date and year first written above.

**Assignee Signature:**



By: Canyon County, a political subdivision of the State of Idaho

Title:

*Commissioner*

**Assignor Signature:**

*Norm Brown*

07/07/25

By: Norm Brown Real Estate, LLC

Title: Member

**Seller Signature:**

\_\_\_\_\_

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

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

# **Exhibit A:**



# RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

JANUAR  
202  
EDITIO

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.



ID# 1325EDenver DATE 07/02/2025

LISTING BROKERAGE Coldwell Banker Tomlinson Office Phone # (208) 850-7070 Fax #

Listing Agent Amanda Alvaro E-Mail aalvaro@coldwellbankertg.com Phone # (208) 850-7070

SELLING BROKERAGE NAI Select Office Phone # (208) 229-2020 Fax #

Selling Agent Norm Brown E-Mail norm@naiselect.com Phone # (208) 860-4185

1. BUYER: Norm Brown Real Estate LLC and/or Assigns

(Hereinafter called "BUYER") agrees to purchase, and SELLER: Seventh Day Church Of God Inc

(Hereinafter called "SELLER") agrees to sell the following described real estate hereinafter referred to as "PROPERTY"

COMMONLY KNOWN AS 1325 E Denver St

City Caldwell County Canyon, Idaho, Zip 83605 legally described as:

OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by  
BUYER and SELLER.)

2. \$ 500,000.00 PURCHASE PRICE: Five Hundred Thousand DOLLARS,

which shall be payable at Closing, unless otherwise specified in an addendum hereto. Title of SELLER is to be conveyed by ☒ warranty deed ☐ special  
warranty deed or ☐ deed (not including closing costs).

3. FINANCING CONTINGENCY: This ☒ IS ☐ IS NOT an all cash offer. If this is an all cash offer, BUYER'S OBLIGATION TO CLOSE SHALL NOT  
BE SUBJECT TO ANY FINANCING CONTINGENCY. BUYER agrees to provide SELLER within        business days (five [5] if left blank) from the date of  
acceptance of this agreement by all parties written confirmation, acceptable to the SELLER, of sufficient funds necessary to close transaction. Acceptable  
documentation includes, but is not limited to, a copy of a recent bank or financial statement. If this is not an all cash offer and an appraisal is required  
by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request. BUYER  
shall exercise good faith reasonable efforts to obtain financing. BUYER may also apply for a loan with different conditions and costs and close transaction  
provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements of the SELLER. This  
agreement is only subject to a satisfactory appraisal and final lender underwriting after the release of all contingencies, inspections, due diligence and  
feasibility studies have been completed to the satisfaction of BUYER.

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

PROCEEDS FROM ANOTHER SOURCE: ☐ Yes ☒ No (No if left blank)

4. \$ 5,000.00 EARNEST MONEY: Five Thousand DOLLARS

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

**Evidenced by:**

☐ Cash

☒ Personal Check

☐ Cashier's Check

☐ Wire/Electronic Transfer

☐ Note

☐ See Section 5

**Held By:**

☒ Responsible Broker

☐ Closing Company

☐ See Section 5

**Delivered:**

☐ With Offer

☒ Within 7 business days (three [3] if  
left blank) of acceptance.

☐ See Section 5

**Deposited:**

☒ Upon Receipt and Acceptance

☐ Upon Receipt Regardless of  
Acceptance

☐ See Section 5

THE RESPONSIBLE BROKER SHALL BE: Coldwell Banker Tomlinson

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations, addenda and/or  
contingencies which must be satisfied prior to closing

- 1) Buyer shall have 30 calendar days for inspection after mutual execution of the contract.
- 2) Earnest money shall be non-refundable after 35 calendar days.
- 3) Unless buyer sends written notice at the end of the inspection period buyer shall have waved all contingencies
- 4) Should buyer not close, sole remedy shall be forfeiture of earnest money.
- 5) Closing date shall be not later than calendar 45 days after mutual execution.

BUYER'S Initials (NB) (AB) Date 07/02/2025

SELLER'S Initials (DO) (FW) Date 07/07/2025

PROPERTY ADDRESS: 1325 E Denver St Caldwell 83605 ID#: 1325EDenver

**6. DEADLINES:** The following deadlines shall be binding on the parties and referred by name in this Agreement. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

(A) "SELLER DISCLOSURE DEADLINE": 5 CALENDAR DAYS (ten [10] if left blank) from acceptance.  
 (B) "DUE DILIGENCE DEADLINE": 30 CALENDAR DAYS (thirty [30] if left blank) from acceptance.  
 (C) "SETTLEMENT AND CLOSING DEADLINE": See section 5 (DATE)

**7. TITLE COMPANY:** The parties agree that Vicky Hunsperger with Pioneer  
 Title Company located at 610 S. Kimball Avenue Caldwell, ID 83605 shall provide the title policy and preliminary report of commitment.

The parties agree that the **CLOSING COMPANY** for this transaction shall be Vicky Hunsperger with Pioneer Title  
 located at 610 S. Kimball Avenue Caldwell, ID 83605. If a long-term escrow / collection is involved then the long-term escrow holder shall be N/A.

**8. ACCEPTANCE:** This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 7/7/2025 at (Local Time in which PROPERTY is located) 12:00 ☐ A.M. ☒ P.M.

**9. ASSIGNMENT:** This agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

**10. 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 and in as-is condition. Unless specifically excluded below, the fixtures and fittings and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

**ITEMS SPECIFICALLY INCLUDED IN THIS SALE:**

**All Real Property.**

**ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:**

**All Personal Property, and all Personal Property shall be removed prior to closing. The property shall be broom clean at closing.**

**11. SETTLEMENT AND CLOSING DATE:** Settlement and Closing shall take place on the Settlement and Closing Deadline, unless the parties to this Agreement agree upon another date in writing. Settlement and Closing shall be deemed to have occurred only when all of the following have been fully completed: (a) BUYER and SELLER have signed and delivered to the Escrow Agent all documents required by this Agreement, by any lender, or by applicable law; (b) any monies required to be paid by the BUYER under this Agreement (including any proceeds of any new loan) have been delivered by BUYER, or BUYER's lender, to the Escrow Agent; (c) any monies required to be paid by the SELLER under this Agreement have been delivered by SELLER to the Escrow Agent; and (d) the applicable closing documents have been recorded in the official records of the County Recorder of the county in which the PROPERTY is located. At Closing, SELLER and BUYER shall execute an Assignment and Assumption Agreement transferring all leases and vendor contracts assumed by BUYER through written agreement of the Parties.

**12. 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 AND CC&RS:** No later than the Seller Disclosure Deadline, SELLER shall furnish to BUYER, at SELLER's sole cost and expense, a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY, which shall include a copy of each instrument, agreement or document listed as an exception to title in the title commitment that is reasonably available to SELLER and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 5 business days (fifteen [15] if left blank) from receipt of the preliminary commitment within which to object in writing to the condition of the title as set forth in the preliminary commitment. BUYER shall have 5 business days (fifteen [15] if left blank) from receipt of the CC&Rs to object to any term stated therein. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and the CC&Rs. If the title of said PROPERTY is not marketable, or cannot be made so within 10 business days (ten [10] if left blank) after notice containing a written statement of defect is delivered to SELLER, or BUYER objects to the CC&Rs then BUYER, at BUYER's option, may either: (a) terminate this agreement by written notice to the SELLER, in which BUYER'S Earnest Money deposit shall be returned to BUYER and neither party shall have any further rights, obligations or liabilities except as expressly set forth in this Agreement; or (b) continue with this Agreement and, if closing occurs, accept the CC&Rs and title subject to the uncured title defects other than monetary liens. SELLER covenants and agrees that all monetary liens shall be removed by SELLER at closing or insured against by the title insurer, whether or not BUYER has designated such monetary liens as title defects. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

BUYER'S Initials (NB) (30) Date 07/02/2025

SELLER'S Initials (DO) (FW) Date 07/07/2025

PROPERTY ADDRESS: 1325 E Denver St Caldwell 83605 ID#: 1325EDenver

118 **(B). STANDARD COVERAGE OWNER'S POLICY:** At Settlement, SELLER shall, at SELLER's sole expense, furnish to BUYER a title insurance policy in  
119 the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects to be discharged  
120 or assumed by BUYER as provided herein. BUYER, at its sole option, cost and expense, may elect to obtain an Extended Coverage ALTA policy of title  
121 insurance or additional specific endorsements.

123 **13. SQUARE FOOTAGE AND BOUNDARY VERIFICATION:** BUYER is aware that any reference to the square footage, the boundaries and/or  
124 property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to  
125 the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed  
126 barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.

128 **14. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline, SELLER shall disclose, and provide copies if available, to BUYER the  
129 following:

130 (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation,  
131 environmental reports, soil studies, seismic studies, site plans and surveys;  
132 (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or  
133 compliance with building codes;  
134 (c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or develop  
135 the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; lease  
136 occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or  
137 personal property used in connection with the PROPERTY; and  
138 (d) all other documents described in any Addenda or Counteroffer to this Agreement.

140 **15. FEASIBILITY CONTINGENCY:**

141 (A). BUYER's obligations under this Agreement are conditioned upon BUYER's satisfaction, in BUYER's sole discretion, concerning all aspects of the  
142 feasibility of the PROPERTY for BUYER's intended purpose. This shall include, but is not limited to: the contracts and leases affecting the PROPERTY  
143 the potential financial performance of the PROPERTY; and the availability of government permits and approvals. This contingency shall be deemed  
144 waived unless BUYER gives written notice to SELLER on or before the Due Diligence Deadline that the PROPERTY is unfit for BUYER's intended  
145 purpose. If such notice is given, the Earnest Money shall be refunded to BUYER.

(B). **INSPECTION OF VENDOR CONTRACTS:** In addition to the documents to be disclosed under the Seller Disclosures, SELLER shall make available for inspection by BUYER and its agents by the Seller Disclosure Deadline all "Vendor Contracts" which shall include maintenance and service contracts and installment purchase contracts or leases and personal property or fixtures used in connection with the PROPERTY. BUYER shall determine by the Due Diligence Deadline: (i) whether SELLER will agree to terminate any objectionable Vendor Contracts; and (ii) whether SELLER will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. BUYER's voluntary waiver of the Feasibility contingency shall signify BUYER's acceptance of all Vendor Contracts that SELLER has not agreed in writing to terminate. BUYER shall be solely responsible for obtaining any required consents to assumptions of Vendor Contracts and the payment of any assumption fees. SELLER shall cooperate with BUYER's efforts to receive any such consents but shall not be required to incur any additional expenses or liabilities in doing so.

155 **16. INSPECTION/DUE DILIGENCE:**

(A). In conducting BUYER's due diligence prior to the Due Diligence Deadline, or at any time thereafter if and to the extent required by the lender, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense unless otherwise agreed upon in writing by the parties. BUYER must provide reasonable advance notice of BUYER's intent to inspect or test the PROPERTY, and all inspections, investigations, tests, surveys and other studies must be conducted at reasonable times. SELLER shall have the right to accompany BUYER and any of its agents or the PROPERTY at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of SELLER and its tenants. BUYER shall indemnify, hold harmless and defend SELLER, its tenants and employees for any claims for liens, physical damage or personal injury resulting from BUYER's due diligence inspections and/or tests.

163 (B). SATISFACTION/REMOVAL OF INSPECTION DUE DILIGENCE CONTINGENCIES:

(1). If BUYER, in BUYER's sole discretion, determines that the results of the BUYER's due diligence are not acceptable, then BUYER, no later than the Due Diligence Deadline, shall either: (a) cancel this Agreement providing written notice to SELLER, in which event the Earnest Money deposit shall be returned to BUYER; or (b) providing to SELLER a written notice setting forth BUYER's disapproved items.

(2). If BUYER **does not** within the strict time period specified take either of the actions stated in Section 16(B)(1), 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; (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; and (d) unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money deposit shall become nonrefundable except upon an instance of SELLER's default.

(3). If BUYER timely provides notice of disapproved items to SELLER, BUYER and SELLER shall have 5 business days (five [5] if left blank) after SELLER's receipt of the notice of disapproved items in which to agree in writing upon the manner of resolving the disapproved items. If BUYER and SELLER have not agreed in writing upon the manner of resolving the disapproved items by the deadline, BUYER may cancel this Agreement by delivering written notice to SELLER no later than N/A business days (fifteen (15) business days if left blank) after SELLER's receipt of the notice of disapproved items; whereupon the Earnest Money deposit shall be returned to BUYER and neither party shall have any further rights or obligations under this Agreement. 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 and the Earnest Money deposit shall become nonrefundable except upon an instance of SELLER's default or unless otherwise stated herein.

BUYER'S Initials (NB) (RB) Date 07/02/2025

SELLER'S Initials ( DO ) ( FW ) Date 07/07/2025

PROPERTY ADDRESS:

1325 E Denver St

Caldwell

83605

ID#:

1325EDenver

**17. SELLER REPRESENTATIONS AND WARRANTIES:** SELLER represents and warrants that the following statements are true and complete as of the date of SELLER's execution of this agreement and shall be true as of the date of Settlement and Closing:

(a). There is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to SELLER's knowledge, threatened against SELLER and/or the PROPERTY which may adversely affect this transaction;

(b). All work which will be performed in, on or about the PROPERTY or materials furnished to the PROPERTY which might, in any circumstance, give rise to a mechanic's or materialman's lien will be paid and no such liens shall encumber the PROPERTY at the time of Settlement and Closing;

(c). SELLER has not received any written notice or citation indicating that the PROPERTY is in material violation of any applicable law;

(d). Neither SELLER nor any other person, to SELLER's knowledge, have ever caused or permitted any hazardous materials to be placed, held, located or disposed of on, under, or at the PROPERTY in violation of applicable law; and

(e). To SELLER's knowledge, the consummation of the transaction contemplated by this Agreement does not and will not conflict with or result in a material breach of any of the terms or provisions of any other agreement, arrangement, undertaking, accord, document or instrument to which SELLER is a party or by which SELLER or the PROPERTY is bound.

**18. CONDITION OF PROPERTY AT CLOSING:** Upon expiration of the Due Diligence Deadline, BUYER agrees BUYER is purchasing the PROPERTY in **as-is-condition** with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon Closing, BUYER will assume all obligations with respect to the PROPERTY. Prior to closing SELLER shall ensure all personal property not specifically transferred under this Agreement is removed from the PROPERTY and that the PROPERTY is free of debris. SELLER shall have no right to abandon personal property by leaving the same on the PROPERTY. In the event any personal property remains on the PROPERTY after closing the same shall be deemed to have no value and may be disposed of, sold, or acquired by BUYER without notice or compensation to SELLER. BUYER shall have a cause of action against SELLER for reasonable costs and expenses for the removal of same; and SELLER shall indemnify BUYER for claims from third parties related to the same. BUYER and SELLER intend for the provisions of this section to survive closing and not merge with any subsequently executed deed as it is a collateral stipulation.

**19. OPERATIONS PRIOR TO CLOSING:** Between the parties' execution of this Agreement and Closing, and except otherwise agreed to by the parties in writing, SELLER: (a) shall not execute any lease affecting the PROPERTY; (b) shall comply with all applicable laws affecting the PROPERTY; (c) shall not create or force to be created any further monetary liens on the PROPERTY; (d) shall not make any substantial alterations or improvements to the PROPERTY (e) shall continue and maintain all current casualty and liability insurance policies covering the PROPERTY; (f) shall not use, produce manufacture, generate treat, handle, store, release or dispose of any hazardous material in, on or under the PROPERTY, except as permitted by applicable environmental laws; (g) SELLER shall continue to operate the PROPERTY in the ordinary course of its business; and (h) maintain the PROPERTY in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided by this Agreement. After the Feasibility Period, SELLER shall not enter into or modify existing rental agreements or leases (except that SELLER may enter into modify, extend, renew or terminate rental agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the PROPERTY which have terms extending beyond Closing without first obtaining BUYER's consent, which shall not be unreasonably withheld.

**20. CLOSING COSTS AND PRORATIONS:** Unless otherwise stated, SELLER and BUYER shall each pay one-half of the fee charged by the Escrow Agent for its services in the Settlement and Closing. SELLER shall deliver an updated rent roll to Closing Agent not later than five (5) days before the scheduled Closing date and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. SELLER certifies that the information contained in the rent roll is correct as of the date submitted. If tenants pay any expenses directly, then Closing Agent shall only pro rate those mortgage reserves for assumed financing for which BUYER receives the benefit after Closing. If the PROPERTY was taxed under a deferred classification prior to Closing, then SELLER shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the PROPERTY from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to BUYER or delivered to BUYER. BUYER shall pay any sales or use tax applicable to the transfer of personal property included in the sale. Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☐ upon closing or as of ☐ date N/A (upon closing if left blank). Prorations set forth in this section shall be made by the Escrow Agent as of the Settlement Date unless otherwise agreed to by the parties in writing.

BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				<input checked="" type="checkbox"/>	Environmental Inspection (Phase 1)				<input checked="" type="checkbox"/>
Long Term Escrow Fees				<input checked="" type="checkbox"/>	Environmental Inspection (Phase 2)				<input checked="" type="checkbox"/>
Closing Escrow Fee			<input checked="" type="checkbox"/>		Environmental Inspection (Phase 3)				<input checked="" type="checkbox"/>
Survey				<input checked="" type="checkbox"/>	PERC Test				<input checked="" type="checkbox"/>
Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER									
Flood Certification/Tracking Fee					Zoning Variance				<input checked="" type="checkbox"/>
Title Ins. Standard Coverage Owner's Policy		<input checked="" type="checkbox"/>			Soil(s) Test(s)				<input checked="" type="checkbox"/>
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				<input checked="" type="checkbox"/>	Hazardous Waste Report(s)				<input checked="" type="checkbox"/>
Additional Title Coverage				<input checked="" type="checkbox"/>	Domestic Well Water Potability Test				<input checked="" type="checkbox"/>
Water Rights/Shares Transfer Fee				<input checked="" type="checkbox"/>	Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				
					Shall be ordered by: <input type="checkbox"/> BUYER <input checked="" type="checkbox"/> SELLER				<input checked="" type="checkbox"/>

BUYER'S Initials (NB)(3B) Date 07/02/2025

SELLER'S Initials (DO)(FW) Date 07/07/2025

PROPERTY ADDRESS:

1325 E Denver St

Caldwell

83605

ID#:

1325EDenver

Attorney Contract Preparation or Review Fee				X	Septic Inspections Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X
					Septic Pumping Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X

21. SELLING BROKERAGE COMPENSATION PAID BY SELLER AND/OR LISTING BROKERAGE:

☒ SELLER agrees to pay Selling Brokerage compensation of ☐ an amount equal to 3 % of the final sales price OR ☐ other: \_\_\_\_\_.

SELLER'S payment obligation may be satisfied by Selling Brokerage receiving compensation from Listing Brokerage, from SELLER, or any combination of the two. The parties' agreement as stated in this subsection is expressly and primarily for the benefit of the Selling Brokerage, a third party, who shall have direct enforcement rights to collect the specified payment pursuant to Idaho Code 29-102 and other relevant laws.

☐ Selling Brokerage compensation does not need to be addressed in this agreement.

A Selling Brokerage's entitlement to compensation is conditioned upon Selling Brokerage procuring a buyer ready, willing and able to purchase, transfer or exchange the PROPERTY. Real estate broker compensation is not set by law and is fully negotiable. Selling Brokerage's compensation shall be paid at closing unless otherwise designated by Selling Broker in writing. The closing company identified in this agreement is hereby authorized to pay the above-mentioned compensation at closing. BUYER acknowledges that any agreement by SELLER to pay compensation to Selling Brokerage may not completely satisfy BUYER's contractual obligation to Selling Brokerage; BUYER's obligation will remain unless separately changed in a document signed by Selling Brokerage. All parties acknowledge that Selling Brokerage may accept compensation from SELLER and/or BUYER so long as the total compensation received does not exceed that which is agreed to in writing with BUYER.

22. POST-CLOSING ADJUSTMENTS, COLLECTIONS AND PAYMENTS: To the extent any items were prorated or credited at Closing based upon estimates, BUYER and SELLER shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof after Closing. Any bills or invoices received by BUYER after Closing which relate to services rendered or goods delivered to the SELLER or the PROPERTY prior to Closing shall be paid by SELLER upon presentation of such bill or invoice. At BUYER's option, BUYER may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of BUYER's written demand to SELLER for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amounts of those expenses, then BUYER shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of SELLER for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of SELLER shall be turned over by BUYER to SELLER promptly after receipt. SELLER shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing.

23. 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 BUYER, and if voided BUYER'S Earnest Money shall be returned to BUYER.

24. SECTION 1031 TAX DEFERRED EXCHANGE: BUYER ☐ Does ☒ Does Not intend to do a 1031 Tax Deferred Exchange (N/A if left blank). Each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

25. POSSESSION: BUYER shall be entitled to possession and keys ☒ upon closing or ☐ date \_\_\_\_\_ time \_\_\_\_\_ ☐ A.M. ☒ P.M.

26. 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, lender, Closing company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

27. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

28. 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. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business 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.

BUYER'S Initials (NB)(JB) Date 07/02/2025

SELLER'S Initials (DO)(FW) Date 07/07/2025

PROPERTY ADDRESS: 1325 E Denver St Caldwell 83605 ID#: 1325EDenver

**29. CALENDAR DAYS:** A calendar day is herein defined as Sunday through Saturday, 12:00 A.M. to 11:59 P.M. in the local time zone where the subject 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."

**30. DEFAULT:** If BUYER defaults in the performance of this agreement, SELLER shall be entitled, as SELLER's sole and exclusive remedy, to terminate this agreement by written notice to the BUYER, in which event the Earnest Money deposit shall be paid to SELLER as liquidated damages. However, in the event the parties mutually agree in writing that any Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit, including but not limited to any Earnest Money that has become non-refundable shall be returned to BUYER and SELLER shall pay for the costs of title insurance, escrow fees, 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.

**31. 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, 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 shall not be required to take any action but may await any proceeding, or at Broker'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.

**32. 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.

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

**34. COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two 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 shall together constitute one and the same instrument.

**35. 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 or SELLER.

**36. ENTIRE AGREEMENT:** This agreement including any addendums or exhibits, constitutes the entire agreement between the parties respecting the matters set forth and supersedes all prior agreements between the parties respecting such matters. This agreement may be modified only by a written agreement signed by each of the parties.

**37. MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, 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.

**38. 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, and owned by SELLER, 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.

**39. FARM/CROPS/TIMBER RIGHTS:** SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

**40. RIGHT TO FARM:** BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects agricultural land use by limiting certain nuisances.

**41. ACKNOWLEDGMENT OF PROFESSIONAL REVIEW:** BUYER and SELLER hereby acknowledge that their Broker and/or Agent advised both parties to obtain professional inspections of the PROPERTY, including inspections of the PROPERTY's title and platting, zoning requirements and the PROPERTY's services and utilities. Additionally, BUYER and SELLER have been advised to obtain appropriate tax, accounting, legal or other professional advice or counsel when necessary, including, but not limited to, independent legal review of this Agreement. Furthermore, it is acknowledged that the parties Brokers and/or Agents have not made any representations or warranties or conducted any independent investigation of the condition or financial feasibility of the PROPERTY. BUYER and SELLER have not relied on any marketing material or assertions of any Broker and/or Agent in determining the viability or fitness of the PROPERTY for its intended purpose.

BUYER'S Initials (NB) (JB) Date 07/02/2025

SELLER'S Initials (DO) (FW) Date 07/07/2025

PROPERTY ADDRESS: 1325 E Denver St Caldwell 83605 ID#: 1325EDenver

367 **42. REPRESENTATION CONFIRMATION:** Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the  
368 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. 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.

BUYER'S Initials ( NB ) ( 3B ) Date 07/02/2025

SELLER'S Initials ( DO ) ( FW ) Date 07/07/2025

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PROPERTY ADDRESS: 1325 E Denver St Caldwell 83605 ID#: 1325EDenver

43. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.)  
☒ SEE ATTACHED BUYER'S EXHIBIT(S): A (Specify number of BUYER exhibit(s) attached.)

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

BUYER Signature Norm Brown BUYER (Print Name) \_\_\_\_\_

If BUYER is an entity: Name of Entity: \_\_\_\_\_ Signor's Position: \_\_\_\_\_

Date 07/02/2025 Time 9:37 AM ☒ A.M. ☐ P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Address \_\_\_\_\_ E-Mail \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

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

BUYER Signature [Signature] BUYER (Print Name) \_\_\_\_\_

If BUYER is an entity: Name of Entity: Canyon County Signor's Position: \_\_\_\_\_

Date 7/10/25 Time 10:22 ☒ A.M. ☐ 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.

XX SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER

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

SELLER Signature Dorothy Ogren SELLER (Print Name) \_\_\_\_\_

If SELLER is an entity: Name of Entity: \_\_\_\_\_ Signor's Position: \_\_\_\_\_

Date 07/07/2025 Time 10:33 AM ☒ A.M. ☐ 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 Francis Weimar SELLER (Print Name) \_\_\_\_\_

If SELLER is an entity: Name of Entity: \_\_\_\_\_ Signor's Position: \_\_\_\_\_

Date 07/07/2025 Time 10:58 AM ☒ A.M. ☐ 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.

EXHIBIT "A"

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 55 OF THE FOOTE ADDITION TO CALDWELL, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 2 OF PLATS AT PAGE 18, RECORDS OF CANYON COUNTY, IDAHO.

Authentisign  
**NB**

07/02/25

*ZB 7/10/25*

Authentisign  
**DO**

07/07/25

Authentisign  
**FW**

07/07/25



**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.

JANUARY 2025  
EDITION



Today's Date: 07/07/2025

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 07/02/2025

ADDRESS: 1325 Denver St. Caldwell Id 83605 ID#: 1325Denver

BUYER: Norm Brown Real Estate, LLC and or assigns

SELLER: Seventh Day Church of God, Inc. by Dorothy Ogren Seventh Day Church of God, Inc. by Francis Weimar

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:

☒ **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 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☐ **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 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☐ COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) # \_\_\_\_\_

☐ COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) # \_\_\_\_\_

**1) Seller to have 7 calendar days from closing date to have everything vacated from property.**

**END.**

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same.** Buyer and Seller acknowledge the down payment and/or loan amount stated in the Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. If original offer has expired, has been revoked and/or acceptance is late, then mutual execution of this Counter Offer shall constitute consent to revive and re-tender the original offer. Upon its execution by both parties, this Counter Offer is made an integral part of the aforementioned Purchase and Sale Agreement.

This offer may be revoked at any time prior to acceptance and is made subject to acceptance. If a signed acceptance is not delivered on or before (date) 07/07/2025 at 3:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

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

SELLER Dorothy Ogren Authentic Sign Seventh Day Church of God, Inc. by Dorothy Ogren Date 07/07/2025 Time 10:33 AM ☒ A.M. ☐ P.M.

SELLER Francis Weimar Seventh Day Church of God, Inc. by Francis Weimar Date 07/07/2025 Time 10:58 AM ☒ A.M. ☐ P.M.

BUYER Norm Brown Date 07/07/2025 Time ☐ A.M. ☐ P.M.

BUYER ZBentz Date 7/10/25 Time 10:23 ☒ A.M. ☐ P.M.

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JANUARY 2025 EDITION

RE-13 COUNTER OFFER

Page 1 of 1

DATED this 10<sup>th</sup> day of July, 2025.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously  
☐ Motion Carried/Split Vote Below  
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u>did not participate</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> Commissioner Brad Holton	<u>X</u>	_____	_____
<u>ZB Brooks</u> Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: J Koss  
Deputy Clerk