

## COUNTER OFFER #1

This COUNTER OFFER #1 (this "Counter Offer") is entered into by and between Canyon County, a Political Subdivision of the State of Idaho ("Buyer") and Brown Family Farms, LP ("Seller"), effective as the last signature date written below (the "Effective Date"). This is a Counter Offer to the RE-24 Vacant Land Real Estate Purchase Sale Agreement made February 5, 2026, for the purchase and sale of that certain real property commonly known as +/-55 Acres at TBD HWY 44, Canyon County, ID including all Exhibits thereto, the "Purchase and Sale Agreement").

1. Counter-Offer Controls. Buyer and Seller accept all of the terms and conditions of the above-designated Purchase and Sale Agreement subject to all modifications and changes made herein. To the extent the terms of this Counter Offer modify or conflict with any provisions in the Purchase Sale Agreement, the terms in this Counter Offer shall govern and control. All other terms of the Purchase and Sale Agreement not expressly modified by this Counter Offer shall remain the same. If time for acceptance under the Purchase and Sale Agreement has expired, then mutual execution of this Counter Offer shall constitute consent to revive and retender the Purchase and Sale Agreement. Upon execution by Buyer and Seller, this Counter Offer is made an integral part of the Purchase and Sale Agreement.
2. Property. The Property is legally described on **Exhibit A-1** attached hereto.
3. Due Diligence Period. Section 8(C)-2 and 8(C)-3 of the Purchase and Sale Agreement are hereby deleted in their entirety. Buyer shall have a period of Sixty (60) days from the Effective Date to conduct all surveys, inspections and other due diligence on the property (the "Due Diligence Period," also referred to in the PSA as the "Primary Inspection"). Upon the expiration of the Due Diligence Period, the Earnest Money shall be deemed non-refundable to the Buyer, except for in the event of (i) a Seller-default, or (ii) the failure of the Appraisal Condition.
4. Appraisal Condition. Buyer shall, at its cost and expense, order an appraisal of the Property within one (1) week of the Effective Date (the "Appraisal"). In the event the estimated value of the Property set forth in the Appraisal is less than the Purchase Price, Buyer shall be entitled to terminate this Agreement within five (5) business days of receipt of such Appraisal, and receive a refund of the Earnest Money (the "Appraisal Condition").
5. Title Conveyance. Title shall be conveyed in the form of Deed attached hereto as **Exhibit B**.
6. Selling Brokerage Compensation. Seller agrees to pay Selling Brokerage compensation of an amount equal to Two Percent (2%) of the final sale price of the Property.
7. AS-IS WHERE IS: Except as expressly set forth in this Agreement or the documents delivered by Seller to Buyer at Closing, Seller and Seller's agents and broker are not making, have not made and expressly disclaim any representations or warranties, express, implied or arising by operation of law, with respect to any aspect, feature or condition of the Property including, without limitation, any warranty of condition, habitability, merchantability and fitness for a particular purpose, the existence of hazardous waste, except to the extent disposed by Seller, or the suitability of the Property for Buyer's intended use. Buyer shall independently verify all information and reports regarding any aspect or feature of the Property provided by Seller. Seller does not guaranty the accuracy of any information or reports provided by Seller, its agents, employees or contractors.

1

Buyer Initials ( WFB ) Date: 2/23/26

Seller Initials ( WFB ) Date: 2-10-26

Except as expressly set forth in this Agreement or the documents delivered by Seller at Closing, Buyer acknowledges and agrees that Buyer is acquiring the Property in an "As Is", "Where Is", condition, with all faults and conditions thereon, including both latent and patent defects, excepting any monetary liens or monetary encumbrances created, granted, caused or suffered by Seller, and 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 1980 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, lead paint and urea-formaldehyde. The provisions of this Section shall survive Closing.

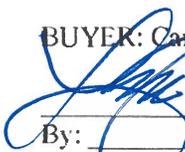
Acceptance Date. If signed acceptance of this Counter Offer is not delivered to Seller on or before 2-13-26, 2026 at 5 PM, this Counter Offer shall be deemed to have expired.

IN WITNESS WHEREOF, the undersigned have caused this Counter Offer to be duly executed as of the dates written below.

SELLER: Brown Family Farms LP

  
By: Teresea Brown  
Its: Authorized Signer

BUYER: Canyon County

  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: 2/13/26

Buyer Initials LB Date: 2/13/26  
Seller Initials TB Date: 2-10-26

EXHIBIT A-1

Legal Description APN R3461800000

The Northeast Quarter of the Northwest Quarter and that part of the Northwest Quarter of the Northeast Quarter lying Southwesterly of the centerline of the right of way of the Notus Canal; also known as the Black Canyon Canal, in Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM

A parcel of land being on both sides of the centerline of said Interstate 80N, Project No. I-80N-1(19)25 Highway Survey, and being a portion of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, described as follows, to-wit:

BEGINNING at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence

Westerly along the South line of said Northwest Quarter of the Northeast Quarter a distance of 427.0 feet, more or less, to a point in a line parallel with and 120 feet Westerly from the centerline of said Interstate 80N, Project No. I-80N-1(19)25 Highway Survey and being the REAL POINT OF BEGINNING; thence

North 1° 59' 40" West along said parallel line 220.0 feet, more or less, to a point in the centerline of the Black Canyon Canal (Notus Canal); thence

Southeasterly along the centerline of said canal 380.0 feet, more or less, to a point in the South line of said Northwest Quarter of the Northeast Quarter; thence

Westerly along said South line 300.0 feet, more or less, to the REAL POINT OF BEGINNING.

Highway Station Reference: 133+75 to 1336+87.

ALSO EXCEPTING THEREFROM

This parcel is a portion of the Northeast Quarter of the Northwest Quarter and of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of the Northeast Quarter; thence

North 89° 39' 16" East along the Northerly boundary of said Northwest Quarter of the Northeast Quarter a distance of 92.88 feet (formerly shown of record as 95 feet) to a point in the centerline of the Notus Canal; thence traversing said centerline as follows:

South 28° 25' 23" East a distance of 227.68 feet; thence

South 36° 07' 18" East a distance of 98.17 feet; thence leaving said centerline and bearing

South 89° 38' 14" West parallel with the Northerly boundary of the said Northeast Quarter of the Northwest Quarter a distance of 419.82 feet; thence

North 0° 06' 54" West a distance of 280.61 feet to a point on said Northerly boundary of said Northeast Quarter of the Northwest Quarter; thence

North 89° 38' 14" East along said Northerly boundary a distance of 161.26 feet to the POINT OF BEGINNING.

Buyer Initials LHB Date: 11/3/26

Seller Initials TB Date: 2-10-26

**EXHIBIT B  
Form of Deed**

Recording Requested By and  
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED**

This Grant Deed is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between \_\_\_\_\_, an \_\_\_\_\_ ("Grantor"), and \_\_\_\_\_, a[n] \_\_\_\_\_, whose mailing address is \_\_\_\_\_ ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Ada, State of Idaho ("Premises"):

SEE SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the Premises, as well in law as in equity, except as expressly provided otherwise herein.

Grantor's covenants or warranties with respect to title, express or implied, are those, and only those, implied by use of the word "grant" as set forth in Idaho Code § 55-612 and that the Premises is free from all monetary liens or monetary encumbrances created, granted, caused or suffered by Grantor. Excepting all monetary liens created, granted, caused or suffered by Grantor, the grant herein is subject to (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all tenancies, leases, easements, rights of way, claims of easements, covenants, restrictions and encumbrances that would be disclosed by or apparent from an ALTA survey or a visual inspection of the Premises; (vi) all matters of record; and (vii) those items identified in Schedule II, attached hereto and incorporated herein.

THE PREMISES IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT (EXCEPT THE WARRANTIES AND COVENANTS IN THE PRECEDING PARAGRAPH) OR CONDITION OF THE PREMISES, KNOWN OR UNKNOWN,

Buyer Initials LB  
Seller Initials TP

Date: 2/13/26  
Date: 2-10-26

FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE,  
COMMON LAW OR OTHERWISE.

IN WITNESS WHEREOF, this Grant Deed has been duly executed by and on behalf of Grantor as of the date  
first set forth above.

**GRANTOR:**

\_\_\_\_\_

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

[ACKNOWLEDGEMENT CERTIFICATE AND SCHEDULES TO BE ATTACHED TO EXECUTION COPY]

Buyer Initials LB Date: 7/17/26  
Seller Initials TD Date: 2-10-26



# RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JANUARY  
2025  
EDITION



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.

1 ID# Hwy 44 DATE 02/05/2026

2 LISTING BROKERAGE Mark Bottles Real Estate Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
3 Listing Agent Dave Boecker E-Mail dave@markbottles.com Phone # 2082303308  
4 SELLING BROKERAGE NAI Select Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
5 Selling Agent NAI Select E-Mail norm@naiselect.com Phone # 208-866-2450

6 1. BUYER: Canyon County, a political subdivision of the state of Idaho  
7 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to  
8 as "PROPERTY" COMMONLY KNOWN AS TBD Hwy 44  
9 Caldwell City ID County, ID, Zip 83607 legally described as:  
10  
11  
12  
13  
14

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

17 2. \$ 8,383,775.00 PURCHASE PRICE: Eight Million Three Hundred Eighty-Three Thousand Seven Hundred Seventy-Five DOLLARS,  
18 payable upon the following TERMS AND CONDITIONS (not including closing costs):  
19 This offer is contingent upon the sale, refinance, and/or closing of any other property  Yes  No

20 3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.  
21 (A) \$ 100,000.00 EARNEST MONEY: One Hundred Thousand DOLLARS  
22 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

<u>Evidenced by:</u>	<u>Held By:</u>	<u>Delivered:</u>	<u>Deposited:</u>
<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input checked="" type="checkbox"/> Personal Check	<input type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>7</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5
<input type="checkbox"/> Wire/Electronic Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 5			

25 THE RESPONSIBLE BROKER SHALL BE: Ben Kneadler

26 (B) ALL CASH OFFER:  YES  NO If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF  
27 CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide  
28 SELLER within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation, acceptable  
29 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  
30 financial statement.

31 (C) PROCEEDS FROM ANOTHER SOURCE:  Yes  No (No if left blank)

32 (D) \$ \_\_\_\_\_ NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank then this Agreement is  
33 contingent upon BUYER obtaining the following financing:  
34 FIRST LOAN of \$ \_\_\_\_\_ not including mortgage insurance, through  FHA,  VA,  CONVENTIONAL,  IHFA,  
35  RURAL DEVELOPMENT,  OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_% for a period of \_\_\_\_\_ year(s) at:  
36  Fixed Rate  Other \_\_\_\_\_  
37 SECOND LOAN of \$ \_\_\_\_\_ through  FHA,  VA,  CONVENTIONAL,  IHFA,  RURAL DEVELOPMENT,  
38  OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_% for a period of \_\_\_\_\_ year(s) at:  Fixed Rate  Other \_\_\_\_\_  
39 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money shall be returned to  
40 BUYER.

41 LOAN APPLICATION: BUYER  has applied OR  shall apply for such loan(s). Within \_\_\_\_\_ business days (ten [10] if left blank) of final acceptance  
42 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification,  
43 debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and  
44 subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at  
45 not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion,  
46 agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and

47 BUYER'S Initials (DLB) Date 02/05/2026

48 SELLER'S Initials (TB) Date 2-10-26

PROPERTY ADDRESS: TBD Hwy 44 Caldwell 83607 ID#: Hwy 44

52 within \_\_\_ business days (two [2] if left blank) from receipt of the appraisal shall have the option to notify BUYER of said price reduction; upon
53 SELLER'S notice of price reduction all parties shall proceed with the transaction. BUYER may also waive the right to obtain a loan or apply for a loan
54 with conditions and costs more favorable to BUYER so long as the new loan does not increase the costs or requirements to the SELLER.

56 If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel
57 this agreement by notifying BUYER(S) in writing of such cancellation within \_\_\_ business days (three [3] if left blank) after written confirmation was
58 required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written
59 confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction.
60 SELLER'S approval shall not be unreasonably withheld.

62 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete
63 the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has
64 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a
65 Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser
66 shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The
67 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not
68 warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

70 (E). \$ ADDITIONAL FINANCIAL TERMS:
71 [ ] Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
72 [ ] Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

74 (F). \$ 8,283,775.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at
75 closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

78 4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated in this section all contingencies in this
79 Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised on or before the day that is
80 \_\_\_ calendar days (seven [7] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise
81 any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific
82 provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the
83 transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER'S default. In the event any contingency has been
84 waived or a contingency deadline has expired and thereafter closing is extended or rescheduled to occur on a later date, said extension shall not reinstate
85 the waived or expired contingency without a mutually executed written agreement containing language specifically reinstating the same.
86 This contingency deadline shall not apply to the following contingency(ies):

91 5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.

- 92 1. Earnest money shall be sole remedy for damages, should the buyer default.
93 2. Buyer shall have a 60 calendar day due diligence period, during which the earnest money shall remain fully refundable. Upon expiration
94 of the due diligence period, the earnest money shall become non-refundable.
95 3. Appraisal Condition. This Offer is expressly contingent upon the Property obtaining an appraised value, as determined by a licensed or
96 certified real estate appraiser selected by Buyer, in an amount at or above the Purchase Price stated in this Offer.

98 6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE
99 PURCHASE PRICE (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the irrigation
100 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
101 property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY.
102 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
103 statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described
104 in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

105 ITEMS SPECIFICALLY INCLUDED IN THIS SALE:
106 All real property

109 ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:
110 All personal property

114 7. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this
115 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and
116 have determined that such facts or conditions do not apply to the agreement or transaction herein.

118 BUYER'S Initials (DL) (YB) Date 02/05/2026

118 SELLER'S Initials (TB) Date 2-10-26

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PROPERTY ADDRESS: TBD Hwy 44 Caldwell 83607 ID#: Hwy 44

8. INSPECTION:

(A) BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
2. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
3. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, Internet and drainage.
4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability):
5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B) BUYER chooses [X] to conduct inspections; [ ] not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 8. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as the "Primary Inspection." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 60 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, 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 and (c) assumed all liability, responsibility and expense for repairs or corrections.
2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, it shall end BUYER's timeframe for inspections and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 8(C)(4) below.
4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

9. SELLER DISCLOSURES. Within 2 business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
(b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
(c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of

BUYER'S Initials (DL) Date 02/05/2026

SELLER'S Initials (TB) Date 2-10-26

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ADDRESS: TBD Hwy 44 Caldwell 83607 ID#: Hwy 44

...Y including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other
...y agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of
...sonal property used in connection with the PROPERTY; and
(d) all other documents described in any Addenda or Counteroffer to this Agreement.

195 10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
196 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
197 governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out
198 of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken
199 subject to, exist unless otherwise specified in this Agreement.

200 11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are
201 advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

202 (A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within \_\_\_ business days (six [6] if left blank) of final acceptance of all parties, [ ]SELLER or
203 [ ]BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of
204 any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have \_\_\_ business days (two [2] if left blank) after receipt
205 of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation
206 provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is
207 not marketable, and cannot be made so within \_\_\_ business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of
208 defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the
209 cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R
210 terms directly with a homeowner's association after closing.

211 (B). TITLE COMPANY: The parties agree that Vicki Hunsberger @ Pioneer Title Title Company located
212 at 610 S Kimball Ave Caldwell ID shall provide the title policy and preliminary report of commitment.

213 (C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
214 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
215 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard
216 coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at
217 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If
218 BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost
219 unless otherwise provided herein.

220 (D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage
221 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in
222 the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

223 12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER
224 agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be
225 subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed
226 Homeowner's Association Documents: [ ]Yes [ ]No [ ]N/A. Association fees/dues are \$ \_\_\_\_\_ per \_\_\_\_\_.
227 [ ]BUYER [ ]SELLER [ ]Shared Equally [ ]N/A to pay Association SET UP FEE of \$ \_\_\_\_\_ at closing.
228 [ ]BUYER [ ]SELLER [ ]Shared Equally [ ]N/A to pay Association PROPERTY TRANSFER FEES of \$ \_\_\_\_\_ at closing.
229 Association Fees are governed by Idaho Code Title 55, Chapters 15 and 32.
230 The SELLER to pay any additional costs if more than the amounts stated in this section.

231 13. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used
232 for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may
233 be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions
234 regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the
235 option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be
236 required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the
237 property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may
238 be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

239 14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been
240 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
241 contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any
242 right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant
243 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
244 Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

245 15. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the
246 State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning
247 noxious weeds and your obligations as an owner of property, contact your local county extension office.

BUYER'S Initials (DL) (VB) Date 02/05/2026

SELLER'S Initials (TB) Date 2-10-26

ADDRESS: TBD Hwy 44

Caldwell

83607

ID#: Hwy 44

...ITS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

... 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.

18. 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.

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

20. 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.

21. 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 real 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."

22. 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 unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. 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, the LENDER, the 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.

24. 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.

25. 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.

26. 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.

27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

28. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section no later than the end of BUYER'S due diligence deadline unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party by close of business day(Date):

COSTS					CONTINGENCIES				
	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)				

BUYER'S Initials (DL) Date 2/13/26 02/05/2026

SELLER'S Initials (TB) Date 2-10-26

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PROPERTY ADDRESS: TBD Hwy 44 Caldwell 83607 ID#: Hwy 44

Table with columns: COSTS, BUYER, SELLER, SHARED EQUALLY, N/A, CONTINGENCIES, BUYER, SELLER, SHARED EQUALLY, N/A. Rows include Long Term Escrow Fees, Closing Escrow Fee, Survey, Flood Certification/Tracking Fee, Title Ins. Standard Coverage Owner's Policy, Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy, Additional Title Coverage, Water Rights/Shares Transfer Fee, Attorney Contract Preparation or Review Fee, and Septic Pumping.

Upon closing SELLER agrees to pay \$ 0 % of the purchase price OR \$ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER'S discretion.

29. 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.

30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. 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 elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. 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 or closing company, 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 company shall not be required to take any action but may await any proceeding, or at Broker's or closing company'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

BUYER'S Initials (DL) (WLB) Date 02/05/2026

SELLER'S Initials (TB) Date 2-10-26

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PROPERTY ADDRESS: TBD Hwy 44 Caldwell 83607 ID#: Hwy 44

366 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,  
367 whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

368  
369 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  
370 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  
371 on appeal.

372  
373 33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

374  
375 34. AUTHORITY OF SIGNATORY: If a party is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf  
376 warrants his or her authority to do so and to bind the party.

377  
378 35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete  
379 this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are  
380 available to SELLER. The closing shall be no later than (Date) \_\_\_\_\_ on or before 15 days after expiration of due diligence  
381 The parties agree that the CLOSING COMPANY for this transaction shall be Pioneer Title Company  
382 located at 610 S Kimball Ave Caldwell ID \_\_\_\_\_, if a long-term escrow /collection is involved, then the long-term escrow holder  
383 shall be \_\_\_\_\_ Escrow Agent

384  
385 36. CONDITION OF PROPERTY AT CLOSING: Upon closing, BUYER agrees to purchase the PROPERTY in as-is-condition with all faults and with no  
386 further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon  
387 Closing, BUYER will assume all obligations with respect to the PROPERTY. Prior to closing SELLER shall ensure all personal property not specifically  
388 transferred under this Agreement is removed from the PROPERTY and that the PROPERTY is free of debris. SELLER shall have no right to abandon  
389 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  
390 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  
391 action against SELLER for reasonable costs and expenses for the removal of same; and SELLER shall indemnify BUYER for claims from third parties  
392 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  
393 it is a collateral stipulation.

394  
395 37. POSSESSION: BUYER shall be entitled to possession and keys  upon closing or  date \_\_\_\_\_ time \_\_\_\_\_  am  pm.

396  
397 38. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens,  
398 encumbrances or obligations assumed, and utilities shall be prorated  upon closing or as of  date \_\_\_\_\_ (upon closing if left blank).  
399 BUYER to reimburse SELLER for fuel in tank  Yes  No  N/A. Dollar amount may be determined by SELLER's supplier.

400  
401 39. SECTION 1031 TAX DEFERRED EXCHANGE: BUYER  Does  Does Not intend to do a 1031 Tax Deferred Exchange (N/A if left  
402 blank). Each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's  
403 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  
404 delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an  
405 exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses  
406 which that Party may sustain as a result of the actual or attempted 1031 exchange.

407  
408 40. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the  
409 brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

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

Section 2:

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

420 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho  
421 real estate commission and has consented to the relationship confirmed above. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT  
422 REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

423  
424  
425 41. ASSIGNMENT: This Agreement and any rights or interests created herein  may  may not be sold, transferred, or otherwise assigned.

426  
427 42. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before  
428 (Date) 02/06/2026 at (Local Time in which PROPERTY is located) 5:00  A.M.  P.M.

429  
430  
431  
BUYER'S Initials (DL) WLB Date 2/13/26  
02/05/2026

SELLER'S Initials (JB) Date 2-10-26

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PROPERTY ADDRESS: TBD Hwy 44 Caldwell 83607 ID#: Hwy 44

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.

438  
439 <sup>Authentisign</sup> BUYER Signature David Loper BUYER (Print Name) \_\_\_\_\_  
440  
441 Date 02/05/2026 Time 4:39 PM MST  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
442  
443 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
444  
445 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_  
446  
447

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

449  
450  
451 BUYER Signature [Signature] BUYER (Print Name) \_\_\_\_\_  
452  
453 Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
454  
455 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
456  
457 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_  
458  
459

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.

SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER

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

466  
467 SELLER Signature [Signature] SELLER (Print Name) TERESA BROWN  
468  
469 Date 2-10-26 Time 12:30  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
470  
471 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
472  
473 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_  
474  
475

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

477  
478  
479  
480 SELLER Signature \_\_\_\_\_ SELLER (Print Name) \_\_\_\_\_  
481  
482 Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
483  
484 Address \_\_\_\_\_ E-Mail \_\_\_\_\_  
485  
486 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_  
487  
488

LATE ACCEPTANCE

489  
490  
491 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 \_\_\_\_\_  
492 calendar days (three [3] if left blank) by BUYER initialing HERE (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_. If BUYER timely approves of SELLER's late  
493 acceptance, an initialed copy of this page shall be immediately delivered to SELLER.  
494  
495

**BOCC SIGNATURE PAGE**

**RE-24 VACANT LAND  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

DATED this 13<sup>th</sup> day of February 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Commissioner Brad Holton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: JESS URRESTI, CLERK

By:   
\_\_\_\_\_  
Deputy Clerk

