



RE-16 SELLER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)

JANUARY 2026
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.

1 **DATE:** 03/31/2026 **AGENT:** Norm Brown and Ryan Brodien
2 Acting as Agent for the Broker

3 **1. SELLER** Canyon County, State of Idaho, a Political Subdivision
4 retains Ben Kneadler Broker of NAI Select as
5 SELLER'S exclusive Broker to sell, lease, or exchange the property described below, (hereafter "Property"), on the terms stated herein or on other
6 terms agreed to in writing by SELLER in future negotiations with any BUYER. SELLER retains BROKER and grants to BROKER the exclusive right
7 to represent SELLER, where the SELLER is represented by only one broker for the duration stated herein and for the express purpose of representing
8 SELLER in the sale, lease or exchange of the Property. Further, SELLER agrees, warrants and acknowledges that SELLER has not and shall not
9 enter into any seller representation agreement with another broker to sell, lease or exchange the Property during the effective term of this agreement.
10 SELLER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for
11 compensation claimed for assisting SELLER during the duration of this agreement. **By appointing Broker as SELLER'S exclusive real estate**
12 **broker, SELLER agrees to conduct all negotiations to sell the Property through Broker, and to refer to Broker all inquiries or leads received**
13 **in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the time this Exclusive Seller**
14 **Representation Agreement is in effect.**

15 **2. PROPERTY ADDRESS AND/OR LEGAL DESCRIPTION.** The property address and/or the complete legal description of the property are as set
16 forth below.
17 Address TBD Pond Ln
18 County Canyon City Caldwell, Idaho Zip 83607
19 Legal and/or Property Description _____
20 _____

21 _____
22 _____
23 _____
24 or Legal and/or Property Description Attached as exhibit A. (Exhibit must accompany this agreement and be signed or
25 initialed by SELLER.)

26 **3. TERM OF AGREEMENT.** The term of this Agreement shall commence on 04/29/2026 and shall expire at 11:59 p.m.
27 on 04/29/2027 unless renewed or extended. If the SELLER accepts an offer to purchase or
28 exchange, the term of this Agreement shall be extended through the closing of the transaction.

29 **4. PRICE.** SELLER agrees to sell the Property for a total price of \$ 8,360,000.00
30 Eight Million Three Hundred Sixty Thousand **DOLLARS**

31 **5. FINANCING.** SELLER agrees to consider the following types of financing: (Complete all applicable provisions).
32 FHA VA CONVENTIONAL IHFA RURAL DEVELOPMENT Exchange
33 Cash Cash to existing loan(s) Assumption of existing loan(s)
34 SELLER will carry contract and accept a minimum down payment of \$ _____ and an acceptable secured note
35 for the balance to be paid as follows:
36 **Seller will consider all forms of financing**
37 Other acceptable terms
38 _____
39 _____
40 _____
41 _____
42 _____
43 _____

44 **6. BROKERAGE FEE.** Compensation is not set by law and is fully negotiable.
45 (A) SELLER agrees to pay Broker the brokerage fee stated below if Broker or any person, including SELLER, procures a purchaser ready, willing
46 and able to purchase, transfer or exchange the Property on the terms stated herein or on any other terms agreed to by SELLER in writing. The
47 total brokerage fee shall be 6 % of the PRICE stated above unless the property sells for a different amount, in which case the brokerage fee
48 will be the same percentage but will be based off the final sale price. Alternatively, SELLER agrees to pay Brokerage a flat fee of \$ N/A.

49 Of this total brokerage fee, 3 % of the PRICE or final sale price OR \$ N/A shall be shared with a cooperating brokerage (selling
50 brokerage) who procures a purchaser ready, willing and able to purchase, transfer or exchange the Property. Broker shall disseminate the amount
51 stated in this paragraph as well as provide it to any third party who requests it. In the event of an unrepresented buyer or if there is no cooperating
52 brokerage (selling brokerage), Broker shall receive the full brokerage fee.

53 In the event SELLER, subsequent to signing this agreement, executes a purchase and sale agreement with a purchaser or any other agreement,
54 consenting to pay a cooperating brokerage (selling brokerage), an amount different than the amount stated in this agreement, the subsequent
55 agreement shall control, and the total brokerage fee to SELLER'S Broker shall be increased or decreased accordingly, for that transaction only.
56 Unless otherwise agreed to in writing, any reduction in the commission provided to a cooperating brokerage (selling brokerage) shall benefit
57 SELLER. The modification referenced in this paragraph shall not apply in transactions involving an unrepresented buyer.

58 The fee shall be paid in cash at closing and deducted from the seller's proceeds on the settlement statement unless otherwise designated by the
59 Broker in writing.

60 _____
61 **SELLER'S Initials** LB (_____) **Date:** 4/2/26
62 _____
63 _____

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26-043

PROPERTY ADDRESS: TBD Pond Ln Caldwell 83607

64 (B) If Broker procures a lessee ready, willing and able to lease the Property on the terms stated herein, or on any other price and terms
65 agreed to in writing, the SELLER agrees to pay a total brokerage fee of the greater of: N/A % of the total base rent OR
66 N/A month's rent OR a one-time flat fee of \$ N/A. Of this total brokerage fee, N/A % of the total base rent
67 OR N/A month's rent OR a one-time flat fee of \$ N/A may be shared with the lessee's brokerage, in the event lessee has no
68 brokerage, Broker shall receive the full brokerage fee. Any applicable flat fee shall be paid in cash upon execution of the lease agreement unless
69 otherwise designated by the Broker in writing. Base rent is defined as the specific minimum rent owed by lessee to SELLER each month. In
70 addition, if the lease is a 'lease to own' contract, or if the lessee exercises an option to purchase under the lease, then in addition to the terms
71 specified in this section (b), Broker shall also be entitled to the brokerage fee enumerated in section (a) above.

72
73 In the event SELLER, subsequent to signing this agreement, executes a lease agreement with a lessee or any other agreement, consenting to pay
74 cooperating brokerage (selling brokerage), an amount different than the amount stated in this agreement, the subsequent agreement shall control,
75 and the total brokerage fee to SELLER'S Broker shall be increased or decreased accordingly. Unless otherwise agreed to in writing, any reduction
76 in the commission provided to a cooperating brokerage (selling brokerage) shall benefit SELLER. The modification referenced in this paragraph
77 shall not apply in transactions involving an unrepresented buyer.

78
79 (C) Further, the brokerage fee is payable if the Property or any portion thereof or any interest therein is, directly or indirectly, sold, exchanged or
80 optioned or agreed to be sold, exchanged or optioned within _____ calendar days (ninety [90] if left blank) following expiration of the term
81 hereof to any person who has examined, been introduced to or been shown the Property during the term hereof; unless SELLER enters into a
82 Seller Representation Agreement to market said Property with another Broker. This subsection (C) shall survive the term or termination of this
83 Agreement unless explicitly revoked in a written document signed by Broker and Client.

84
85 (D) This is a contract for a specific term. In the event SELLER breaches this representation agreement by terminating it prior to its expiration, said
86 termination shall be deemed to be wrongful interference which prevented Broker from performing Broker's duties hereunder and as a special
87 condition of this agreement SELLER shall be liable to Broker for a cancellation fee equal to N/A % of the PRICE enumerated in Section 4
88 above or \$ N/A. This cancellation fee is only available if Broker is not compensated under Sections 6A or 6B above. This fee shall
89 be the minimum amount owed to Broker as SELLER may be liable for further payment to Broker if Broker becomes obligated to pay third parties,
90 including but not limited to commissions owed to Buyer's agents if SELLER was under contract at the time of breach.

91
92 7. ADDITIONAL FEES:

93
94
95
96 8. INCLUDED ITEMS. SELLER agrees to leave with the premises all seller-owned attached floor coverings, television wall mounts, satellite dish,
97 electronic doorbells and locks, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window
98 coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace
99 equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks, and irrigation fixtures and equipment,
100 if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise
101 provided herein.
102 Also included: All real property.

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104
105 9. EXCLUDED ITEMS.
106 All personal property.

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110 10. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have
111 been planted on the PROPERTY prior to the date of a purchase and sale agreement, even though said harvest time may occur subsequent thereto,
112 unless otherwise agreed to in writing. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest
113 the timber unless the right to remove same shall be established in writing. Notwithstanding the provisions hereof, any tenant who shall be leasing the
114 PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as
115 previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE PROVIDED TO BUYER UPON**
116 **BUYER'S REQUEST.**

117
118 11. WATER & MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this
119 PROPERTY, and are not leased or encumbered, unless otherwise disclosed by the SELLER in writing. Any and all water rights including but not
120 limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are
121 included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

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SELLER'S Initials: LB (_____) Date: 4/21/26

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PROPERTY ADDRESS: TBD Pond Ln Caldwell 83607

130 12. TITLE AND EXISTING ENCUMBRANCES. Title to the Property is to be conveyed by Warranty Deed unless otherwise provided herein, and is
131 to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use restrictions, building
132 and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or of record. The individual
133 executing this Agreement warrant and represents that said individual either owns the Property or has full power and right to enter into this Agreement
134 and to sell and convey the Property on behalf of the SELLER and that to the best of said individual's knowledge the Property is in compliance with
135 all applicable building and zoning regulations and with any applicable covenants and restrictions affecting the Property except:
136
137
138
139

140 The SELLER agrees to provide good and marketable title to the Property at the time of closing. The Property is currently encumbered by the following
141 liens: None 1st Mortgage 2nd Mortgage Home Equity Loan Other _____
142

143 If encumbered, the loan payments are current yes no; If no, the Property is is not currently under foreclosure proceedings. If Property is
144 currently or becomes involved in foreclosure proceedings, Idaho law requires certain additional disclosures to be provided in a separate form and
145 affixed to the Purchase and Sale Agreement. Foreclosure means that a trustee or beneficiary has filed a notice of default in the county where the
146 Property identified in Section 2 is situated and in addition to any statements required by Idaho law, the notice also states that trustee or beneficiary
147 has elected to sell the Property to satisfy the obligation.
148

149 SELLER is aware that some loans have a recapture provision or prepayment penalty and SELLER may be required to pay additional funds to satisfy
150 such recapture or penalty.
151

152 13. MULTIPLE LISTING SERVICE AUTHORIZATION. (Name of MLS) Crexi, Loopnet, CoStar, IMLS
153

154 _____/_____
155 (Initial) By initialing this line, it is understood that Broker is a member of the above MLS. SELLER authorizes and directs Broker
156 to submit a Property Data Sheet and any authorized changes to MLS as required in the Rules and Regulations of the above MLS.
157 SELLER understands and agrees that any MLS information regarding the above Property will be made available to Buyer's Agents
158 and/or Dual Agents. SELLER acknowledges that pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not
159 confidential client information.

160 14. LOCKBOX AUTHORIZATION.

161 _____/_____
162 (Initial) By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the Property
163 shall be placed on any building located on the Property. SELLER authorizes MLS Keyholders to enter said Property to
164 inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss.
165

166 15. AVM AND BLOGGING AUTHORIZATION.

167 SELLER does does not agree to allow for Automated Valuation Model (AVM).
168 SELLER does does not agree to allow blogging and or consumer comments.
169

170 16. ADVERTISING AUTHORIZATION.

171 SELLER does does not agree to allow listing documents and information to be displayed on the Internet.
172 SELLER does does not agree to allow address to be displayed on Internet.
173 SELLER does does not agree to allow Broker to advertise said Property in print media.
174 SELLER does does not agree to allow Broker to advertise said Property in other advertising media.
175 SELLER does does not agree to allow Broker to place the Broker's sign on Property.
176 SELLER does does not agree to allow Broker or a third party to take photography/video of the Property for advertisement purposes, including
177 utilizing an unmanned aircraft system (drone).
178

179 17. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) calendar days after
180 execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) business days
181 from receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER'S Agents.
182 Buyer rescission must be based on a specific written objection to a disclosure made in the Seller's Property Disclosure Form.

183 18. LEAD BASED PAINT DISCLOSURE. SELLER has been advised of disclosure obligations regarding lead-based paint and lead-based paint
184 hazards in the event Property is a defined "Target Housing" under Federal Regulations. The term lead-based paint hazard is intended to identify lead-
185 based paint and all residential lead-containing dusts and soils **regardless of the source of lead.**
186

187 Said Property is is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and Acknowledgment Form
188 provided and deliver to my agent all records, test reports or other information related to the presence of lead-based paint or lead-based paint hazards,
189 if any. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care
190 center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The
191 contractor shall be certified and follow specific work practices to prevent lead contamination
192
193
194
195

SELLER'S Initials LB (_____) Date: 4/24/26

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PROPERTY ADDRESS: TBD Pond Ln Caldwell 83607

196 **19. TRANSACTION RELATED SERVICES DISCLAIMER:** SELLER understands that Broker is qualified to advise SELLER on general matters
197 concerning real estate, but may not offer legal or accounting advice and is not an expert in matters of law, tax, financing, surveying, structural
198 conditions, property inspections, water rights, mineral rights, hazardous materials, or engineering. SELLER acknowledges that Broker advises
199 SELLER to seek expert assistance for advice on such matters. The Broker or Broker's agents may identify individuals or entities who provide services
200 including but not limited to the following; home inspections, appraisals, environmental assessment inspection, code compliance inspection, title
201 insurance, closing and escrow services, loans and refinancing services, construction and repair services, legal and accounting services, and/or
202 surveys. SELLER understands that the identification of these service providers is solely for SELLER'S convenience and that the Broker and their
203 agents are **not guaranteeing or assuring** that the service provider will perform its duties in accordance with SELLER'S expectations or any particular
204 standard. Through identification, Broker makes no express or implied representation as to a service provider's experience or license, registration,
205 insurance or bonding status. SELLER has the right to make arrangements with any individual or entity SELLER chooses to provide any services. In
206 the event that Broker identifies or recommends any particular service provider, SELLER, by using said service provider, thereby releases and holds
207 harmless the Broker and Broker's agents from any claims by SELLER that the service provider breached their agreement, was negligent,
208 misrepresented information, caused damage or injury, or otherwise failed to perform in accordance with SELLER'S expectations or any particular
209 standard. In the event SELLER requests Broker or Broker's agent to pay for any products or services from third parties, SELLER agrees to reimburse
210 Broker or Broker's agent upon demand regardless of closing.
211

212 **20. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned SELLER has received, read and understand
213 the Agency Disclosure Brochure prepared by the Idaho Real Estate Commission. The undersigned SELLER understands that the brokerage involved
214 in this transaction may be providing agency representation to both SELLER and Buyer. The undersigned SELLER understands that, as an
215 agent for both SELLER/client and Buyer/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client
216 over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors
217 motivating Buyer/client to buy or SELLER/client to sell without specific written permission of the client to whom the information pertains. The specific
218 duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho
219 Code. The undersigned SELLER understands that a limited dual agent does not have a duty of undivided loyalty to either client.
220 The undersigned SELLER further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation,
221 individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in
222 Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain
223 a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients,
224 to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information
225 of any other client with whom the brokerage has an agency relationship.
226

227 **21. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** SELLER acknowledges that Broker as
228 named above has disclosed the fact that at times Broker acts as agent(s) for other Buyers and for SELLERS in the sale of the Property. SELLER has
229 been advised and understands that it may create a conflict of interest for Broker to introduce Buyers to SELLER Client's Property because Broker
230 could not satisfy all of its Client duties to both Buyer Client and SELLER Client in connection with such a showing or any transaction which resulted.
231 **Based on the understandings acknowledged, SELLER makes the following election:** (Make one selection only)
232

233 _____ / _____
234 Initials
235 **Limited Dual Agency**
236 **and/or**
237 **Assigned Agency**
238
239 **OR**
240

SELLER does want Broker to introduce any interested Client of Broker to Client SELLER'S Property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the SELLER and Buyer in the introduction of Buyers to such SELLER Client's Property and in the preparation of any contract of sale which may result. SELLER authorizes Broker to act in a **limited dual agency** capacity. Further, SELLER agrees that Broker may offer, but is not obligated to offer, **assigned agency** representation, and if offered by the Broker, SELLER authorizes Broker to act in such capacity.

241 LB
242 Initials
243 **Single Agency**
244

SELLER does not want Broker to introduce interested Buyer Clients to Client SELLER'S Property and hereby releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no obligation or duty to introduce the Buyer to any Client SELLER'S Property.

245 **22. OTHER POTENTIAL SELLERS AND BUYERS:** SELLER understands that potential buyers may consider, make offers on, or purchase through
246 Broker, the same or similar properties as SELLER is seeking to sell. SELLER also understands that other potential sellers may be represented and
247 thus receive offers on, or sell through Broker, the same or similar properties as SELLER is seeking to sell. SELLER consents to Broker's
248 representation of potential buyers and other sellers before, during, and after the expiration of this Agreement and further releases Broker of any
249 conflicting Agency duties that may arise through said representation.
250

251 **23. INFORMATION WARRANTY.** SELLER warrants that all information provided by SELLER herein and hereafter will be true and correct. Unless
252 specifically stated in writing, SELLER grants Broker the right to share with prospective BUYERS any documents provided to Broker and agrees said
253 documents are not confidential, SELLER further and specifically affirms SELLER is authorized to share tenant information with Broker and authorizes
254 Broker to share the same with prospective BUYERS.
255

256 **24. DEPOSIT.** Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the Property and
257 shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S acceptance of any
258 such offer.
259
260

SELLER'S Initials (LB) (_____) Date: 4/24/26

PROPERTY ADDRESS: TBD Pond Ln Caldwell 83607

261 **25. COST REIMBURSEMENT:** If BUYER defaults in the performance of any purchase and sale agreement procured under this Agreement, and
262 SELLER becomes entitled to Earnest Money, the holder of the Earnest Money shall pay out of the Earnest Money the costs incurred by SELLER'S
263 Broker related to the transaction, including, without limitation, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney
264 fees. If SELLER elects to accept the Earnest Money as liquidated damages, the holder of the Earnest Money shall first pay from the Earnest Money
265 the aforementioned costs incurred by SELLER'S Broker, and then pay any balance of the Earnest Money, one-half to SELLER and one-half to
266 SELLER'S Broker, provided the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. In the event SELLER
267 defaults under any purchase and sale agreement procured under this Agreement, SELLER shall be liable to Broker for any costs incurred by
268 SELLER's Broker related to this Agreement.

269 **26. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, SELLER agrees that in the event
270 of any controversy regarding the Earnest Money and/or items of value held by Broker or closing agency, Broker may reasonably rely on the terms of
271 this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing
272 agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may
273 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
274 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
275 Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or
276 SELLER.
277

278 **27. GENERAL PROVISIONS.** In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the defaulting
279 party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs,
280 including fees and cost upon appeal, and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be
281 interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the
282 benefit of their heirs, personal representatives, successors and assigns.
283

284 **28. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are
285 subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money
286 being exchanged. SELLER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer
287 instructions contained in an email from any party is inherently dangerous and should be avoided. SELLER agree that if SELLER use, or authorize
288 the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company
289 harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage
290 relating to the conduct of third parties influencing the transfer process or stealing funds.
291

292 **29. NON-DISCRIMINATION.** SELLER and Broker acknowledge that it is illegal to discriminate in the showing, sale or leasing of the Property on the
293 basis of race, religion, color, sex, marital status, national origin, familial, or handicapped status of such person.
294

295 **30. SINGULAR AND PLURAL** terms each include the other, when appropriate.
296

297 **31. TRANSMISSION OF DOCUMENTS.** Facsimile or electronic transmission of any signed original document and retransmission of any signed
298 facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the lender, or the
299 Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
300

301 **32. AUTHORITY OF SIGNATORY:** If SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its
302 behalf warrants his or her authority to do so and to bind SELLER.
303

304 **33. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT** The terms hereof, and any addendums or exhibits constitute the
305 entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a
306 written agreement signed by each of the parties.
307

308 **34. SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid,
309 illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired
310 thereby.
311

312 **35. BROKERS ARE REQUIRED TO PRESENT ALL WRITTEN OFFERS UP UNTIL THE TIME OF CLOSING (per Idaho Code §54-2051).**
313

314 **36. COMMUNICATION: Failure of SELLER to reasonably maintain communication with BROKER is a breach of this agreement.**
315

316 **37. FORCE MAJEURE:** Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's
317 timely performance of this agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond
318 the control of the party affected and could not have been avoided or overcome by exercising reasonableness or diligence. Force Majeure Events
319 include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.
320



321 **38. ACCESS.** SELLER acknowledges that by entering into this contract SELLER is requesting Broker to allow prospective buyers, their associates
322 and agents access to the Property and that it is impossible for Broker to screen and/or monitor all such individuals. Therefore, SELLER shall hold
323 Broker harmless from all liability resulting from said access, including but not limited to, liability arising from exposure to disease-causing organisms
324 and objects such as viruses and bacteria.
325

326
327
SELLER'S Initials (LWB) (____) Date: 4/2/26

PROPERTY ADDRESS: TBD Pond Ln Caldwell 83607

328 **39. OTHER TERMS AND CONDITIONS:**
329 **Should Buyer come unrepresented, the brokerage fee to the seller shall be 4.5% of the final sales price.**
330

331 **CONTRACTOR REGISTRATION # (if applicable)** _____
332

333				
334	_____			
335	SELLER Signature	Date	Agent or Broker (on behalf of Brokerage) Signature	Date
336			5571 N Glenwood St	Boise, ID
337	Phone	Email	Brokerage Address	83704

338			(208) 229-2020	
339	_____			
340	SELLER Signature	Date	Brokerage Phone	Email

341	Phone	Email	Agent Phone	Email
-----	-------	-------	-------------	-------

342
343
344
345
346
347 _____
Address

DATED this 21st day of April, 2026.

BOARD OF COUNTY COMMISSIONERS

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



Commissioner Leslie Van Beek

Yes

No

Did Not Vote



Commissioner Brad Holton



Commissioner Zach Brooks

ATTEST: JESS URRESTI, CLERK


By:  _____
Deputy Clerk

Exhibit A

Parcel A

A parcel of land situated in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/16 corner common to Section 16 and said Section 9, which bears S00°52'45"W a distance of 1,319.52 feet from a found brass cap marking the Southwest 1/16 corner of said Section 9;

Thence following the westerly line of said Southeast 1/4 of the Southwest 1/4, N00°52'45"E a distance of 1,038.21 feet to a set 5/8-inch rebar;

Thence leaving said westerly line, S68°38'55"E a distance of 78.51 feet to a set 5/8-inch rebar and being the **POINT OF BEGINNING**.

Thence S68°38'55"E a distance of 561.34 feet to a set 5/8-inch rebar;

Thence S21°21'05"W a distance of 279.00 feet to a found 5/8-inch rebar;

Thence N68°38'55"W a distance of 128.14 feet to a found 5/8-inch rebar;

Thence 98.80 feet along the arc of a curve to the left, said curve having a radius of 276.50 feet, a delta angle of 20°28'20", a chord bearing of N78°53'05"W, and a chord distance of 98.27 feet to a found 5/8-inch rebar;

Thence N89°07'15"W a distance of 238.60 feet to a found 5/8-inch rebar;

Thence N44°07'15"W a distance of 28.28 feet to a found 5/8-inch rebar;

Thence N00°52'45"E a distance of 206.83 feet to a found 5/8-inch rebar;

Thence 162.99 feet along the arc of a curve to the right, said curve having a radius of 473.50 feet, a delta angle of 19°43'19", a chord bearing of N10°44'25"E, and a chord distance of 162.18 feet to a found 5/8-inch rebar;

Thence N66°18'18"E a distance of 21.20 feet to the **POINT OF BEGINNING**.

Said parcel contains 3.940 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

LWB
4/21/26

Parcel B

A parcel of land situated in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

BEGINNING at a found aluminum cap marking the West 1/16 corner common to Section 16 and said Section 9, which bears $S00^{\circ}52'45''W$ a distance of 1,319.52 feet from a found brass cap marking the Southwest 1/16 corner of said Section 9;

Thence following the westerly line of said Southeast 1/4 of the Southwest 1/4, $N00^{\circ}52'45''E$ a distance of 1,038.21 feet to a set 5/8-inch rebar;

Thence leaving said westerly line, $S68^{\circ}38'55''E$ a distance of 78.51 feet to a set 5/8-inch rebar;

Thence $S66^{\circ}18'18''W$ a distance of 21.20 feet to a found 5/8-inch rebar;

Thence 162.99 feet along the arc of a curve to the left, said curve having a radius of 473.50 feet, a delta angle of $19^{\circ}43'19''$, a chord bearing of $S10^{\circ}44'25''W$, and a chord distance of 162.18 feet to a found 5/8-inch rebar;

Thence $S00^{\circ}52'45''W$ a distance of 206.83 feet to a found 5/8-inch rebar;

Thence $S44^{\circ}07'15''E$ a distance of 28.28 feet to a found 5/8-inch rebar;

Thence $S89^{\circ}07'15''E$ a distance of 238.60 feet to a found 5/8-inch rebar;

Thence 98.80 feet along the arc of a curve to the right, said curve having a radius of 276.50 feet, a delta angle of $20^{\circ}28'20''$, a chord bearing of $S78^{\circ}53'05''E$, and a chord distance of 98.27 feet to a found 5/8-inch rebar;

Thence $S68^{\circ}38'55''E$ a distance of 128.14 feet to a found 5/8-inch rebar;

Thence $N21^{\circ}21'05''E$ a distance of 279.00 feet to a set 5/8-inch rebar;

Thence $S68^{\circ}38'55''E$ a distance of 547.71 feet to a set 5/8-inch rebar;

Thence 222.87 feet along the arc of a curve to the left, said curve having a radius of 5,780.00 feet, a delta angle of $02^{\circ}12'33''$, a chord bearing of $S69^{\circ}45'10''E$, and a chord distance of 222.86 feet to a set 5/8-inch rebar;

Thence $S00^{\circ}51'21''W$ a distance of 538.52 feet to a set 5/8-inch rebar on the southerly line of said Southeast 1/4 of the Southwest 1/4;

Thence following said southerly line, $N89^{\circ}34'20''W$ a distance of 1,323.06 feet to the **POINT OF BEGINNING**.

Said parcel contains 19.940 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

22B
4/21/26

Parcel C

A parcel of land situated in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/16 corner common to Section 16 and said Section 9, which bears S00°52'45"W a distance of 1,319.52 feet from a found brass cap marking the Southwest 1/16 corner of said Section 9;

Thence following the westerly line of said Southeast 1/4 of the Southwest 1/4, N00°52'45"E a distance of 1,038.21 feet to a set 5/8-inch rebar and being the **POINT OF BEGINNING**.

Thence following said westerly line, N00°52'45"E a distance of 10.67 feet to a found 5/8-inch rebar on the southerly right-of-way of Highway 20/26;

Thence leaving said westerly line and following said southerly right-of-way the following two (2) courses:

1. S68°38'55"E a distance of 1,191.29 feet to a found stone monument;
2. 229.71 feet along the arc of a curve to the left, said curve having a radius of 5,770.00 feet, a delta angle of 02°16'52", a chord bearing of S69°47'19"E, and a chord distance of 229.70 feet to a found 5/8-inch rebar on the easterly line of said Southeast 1/4 of the Southwest 1/4;

Thence leaving said southerly right-of-way and following said easterly line, S00°51'21"W a distance of 545.68 feet to a found 5/8-inch rebar marking the South 1/4 corner of said Section 9;

Thence leaving said easterly line and following the southerly line of said Southeast 1/4 of the Southwest 1/4, N89°34'20"W a distance of 10.00 feet to a set 5/8-inch rebar;

Thence leaving said southerly line, N00°51'21"E a distance of 538.52 feet to a set 5/8-inch rebar;

Thence 222.87 feet along the arc of a non-tangent curve to the right, said curve having a radius of 5,780.00 feet, a delta angle of 02°12'33", a chord bearing of N69°45'10"W, and a chord distance of 222.86 feet to a set 5/8-inch rebar;

Thence N68°38'55"W a distance of 1,187.56 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.449 acres (19,577 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

4/21/28



AGENCY DISCLOSURE BROCHURE

EFFECTIVE JULY 1, 2025

THIS IS NOT A CONTRACT!

This document explains the duties a real estate brokerage & its licensees (a Brokerage) owe Idaho consumers, as outlined in the Idaho Real Estate Brokerage Representation Act (Idaho Code 54-2082 – 54-2097). **These duties are required by law!** A Brokerage **CANNOT** modify or eliminate any of them, even with your consent. It is recommended that you review this document **prior to discussing ANY personal information with a Brokerage.**

THE TERM AGENCY refers to the relationship between a Brokerage & consumers in a real estate transaction. The duties you're entitled to during the process depend on the type of relationship you have with a Brokerage. Understanding the relationships is essential in deciding whether you want to be a **CUSTOMER** or a **CLIENT**.

CUSTOMERS

ALL consumers in a real estate transaction are owed the following **CUSTOMER** duties:

- Assist in transactions with honesty, good faith, skill, & care
- Disclose all known or reasonably knowable adverse material facts
- Properly account for property or money received

IF you sign a **Compensation Agreement**, you are **still** a Customer but a Brokerage **MUST**:

- Be available to timely present & receive written offers & counteroffers

AS A CUSTOMER, a Brokerage is **NOT** required to keep your info confidential or promote/protect your interests. If you want those services, you **MUST** sign a Representation Agreement to become a **CLIENT**.

CLIENTS

The duties owed to **CLIENTS** are more extensive. These duties are **ONLY** owed to consumers who have signed a Representation Agreement with a Brokerage.

<ul style="list-style-type: none">- Perform the terms of the written agreement with reasonable skill & care- Promote your best interests in good faith, honesty & fair dealing- Keep sensitive info confidential even after representation ends- Properly account for property or money received	<ul style="list-style-type: none">- Disclose all known or reasonably knowable adverse material facts- Be available to present & receive written offers & counteroffers- Assist in negotiating price & terms for the transaction
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IF YOU SIGN a Representation Agreement & become a **CLIENT**, you'll need to know what type of options are available. In Idaho, you may be represented under **SINGLE AGENCY** or **LIMITED DUAL AGENCY**.

SINGLE

Under Single Agency, you are a Client & the Brokerage represents you, **AND ONLY YOU**, in your real estate transaction. The entire Brokerage is obligated to promote your best interests. The Brokerage is **NOT** allowed to represent the other party to the transaction.

If you are a **BUYER**, the Brokerage will seek a property for you to purchase with an acceptable price & other terms, and advise you to consult with appropriate professionals.

If you are a **SELLER**, the Brokerage will seek a buyer to purchase your property under acceptable terms, & seek proof of a buyer's financial ability to complete the transaction.

LIMITED DUAL

Limited Dual Agency means a Brokerage represents **BOTH** the buyer & the seller in the same transaction. This may occur if you buy a property listed by the same Brokerage or if the Brokerage finds a buyer for your property. There are **TWO** types of Limited Dual Agency:

WITHOUT ASSIGNED AGENTS

The Brokerage represents both Clients **EQUALLY**, without favoring either. The Brokerage **CANNOT** share confidential information & **MUST** protect both Clients' interests while fulfilling their agreements & duties with skill and care.

WITH ASSIGNED AGENTS

The Designated Broker authorizes an agent to represent each Client. The agents **MUST** protect **their assigned Client's** best interests, & keep Client info confidential. The Designated Broker remains neutral & ensures both agents fulfill their Client duties.



Still have questions? Scan the QR code or visit the website below for consumer resources & common FAQs!

idrealestatehelp.my.canva.site/



BROKERAGE: NAI Select, LLC

DESIGNATED BROKER: Benjamin Kneadler **PHONE NUMBER:** 208-229-2020

ACKNOWLEDGMENT OF RECEIPT: Your signature is **ONLY** an acknowledgement that a licensee gave you a copy of this document. This is **NOT** a contract; you are under **NO** obligation to anything by signing.

SIGNATURE: [Signature] DATE: 4/21/26

SIGNATURE: _____ DATE: _____