IDAHO REALTORS®

MARCH 2026 EDITION

RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

EQUAL HOUSING OPPORTUNITY

ID# 15503SH44 DATE 07/14/2026

LISTING BROKERAGE Rise Realty Office Phone # (208)250-0132 Fax #
Listing Agent Jonathan Long E-Mail Idaho4you@gmail.com Phone # (208)697-7170
SELLING BROKERAGE NAI Select Office Phone # (208)229-2020 Fax #
Selling Agent Norm Brown and Ryan Brodien E-Mail norm@naiselect.com, luke@naiselect.com, rbrodien@naiselect.com Phone #

THE RESPONSIBLE BROKER SHALL BE: Ben Kneadler of NAI Select

1. BUYER: Canyon County Solid Waste Department
(Hereinafter called "**BUYER**") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS** 15503 SH-44
Caldwell City Canyon County, ID, Zip 83607 legally described as:

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

2. $ 634,000.00 **PURCHASE PRICE:** Six Hundred Thirty-Four Thousand **DOLLARS,** payable upon the following **TERMS AND CONDITIONS** (not including closing costs):
This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
(A). $ 6,400.00 **EARNEST MONEY:** Six Thousand Four Hundred **DOLLARS**
BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	**Held By:**	**Delivered:**	**Deposited:**
☐ Cash	☐ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☒ Personal Check	☒ Closing Company	☒ Within 5 business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 5	☐ See Section 5	☐ See Section 5
☐ Wire/Electronic Transfer			
☐ Note			
☐ See Section 5			

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

(C). $____________ **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of $____________ not including mortgage insurance, through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER____________ with interest not to exceed ________% for a period of _____ year(s) at: ☐Fixed Rate ☐Other____________.

SECOND LOAN of $________through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER____________ with interest not to exceed ________% for a period of _______year(s) at: ☐Fixed Rate ☐Other__________
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

BUYER'S Initials (P.L.)(________) Date 7-14-2026 **SELLER'S** Initials (________)(________) Date ____________

LOAN APPLICATION: BUYER ☐has applied **OR** ☐shall apply for such loan(s). Within_____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with **a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price** or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, 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 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 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 with conditions and costs more favorable to BUYER so long as the new loan does not increase the costs or requirements to the SELLER.*

If such written confirmation required in 3(B) or 3(C) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within ______ business days (three [3] if left blank) after written confirmation was 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 confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

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

(D). $__________________ ADDITIONAL FINANCIAL TERMS:
☐Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(E). $ 627,600.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, In GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check. Buyer is obtaining proceeds from a third party, non-lender source:** ☐ **Yes** ☐ **No** (No if left blank).

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated in this section all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised on or before the day that is N/A 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 any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific 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 transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. In the event any contingency has been 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 the waived or expired contingency without a mutually executed written agreement containing language specifically reinstating the same.
This contingency deadline shall not apply to the following contingency(ies):

See Exhibit B

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

See Exhibit B

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

ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

All real property

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

All personal property

BUYER'S Initials (D. L.)(________) Date 7-14-2026 **SELLER'S** Initials (________)(________) Date ______________

PROPERTY ADDRESS: 15503 SH-44 Caldwell ID 83607 **ID#:** 15503SH44

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 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

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 ☐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 _______ 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 ______ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to address the items condition 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 ______ 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.

BUYER'S Initials (D.L.)(________) Date 7-14-2026 **SELLER'S** Initials (________)(________) Date ____________

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

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any 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 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 subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about other coverages that may provide the parties additional title protection.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within ___ business days (six [6] if left blank) of final acceptance of all parties, ☒SELLER or ☐BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy disclosing the condition of the title to said PROPERTY **and** a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have ___ business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing which shall state the objectionable terms of the title disclosure or CC&Rs.

After receipt of the initial preliminary title commitment, in the event of any revised disclosure from the Title Company regarding the condition of the title to the PROPERTY, BUYER shall have an additional timeframe after receipt within which to object in writing to the amended condition of the title, the objection must be based on a specific condition stated in the revised disclosure that was not previously disclosed; BUYER'S timeframe shall be the same duration as that of the initial disclosure stated above.

If BUYER does not timely object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If BUYER objects to a term contained in the CC&Rs then this Agreement shall terminate and any Earnest Money shall be returned to BUYER unless it has become non-refundable. If BUYER objects to a condition stated in a title disclosure SELLER shall have the option to correct the condition objected to, within ___ business days (two [2] if left blank) after SELLER'S receipt of a written objection. If SELLER does not make the correction then this Agreement shall terminate and any Earnest Money shall be returned to BUYER unless it has become non-refundable, in addition SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER'S legal rights to challenge CC&R terms directly with a homeowner's association after closing.

If SELLER was unaware that a circumstance, condition or defect was affecting title to the PROPERTY and learns of the same in a disclosure from the Title Company, then SELLER shall have the option to terminate this Agreement by notifying BUYER in writing of such termination within __ business days (two [2] if left blank) after receipt of the document disclosing the circumstance, condition or defect; upon said termination any Earnest Money shall be returned to BUYER unless it has become non-refundable.

(B). TITLE COMPANY: The parties agree that Vicki Hunsperger of Pioneer Title Company **(herein "Title Company") located at** 610 S Kimball Ave Caldwell, ID **shall provide the title policy and preliminary report of commitment.**

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard 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 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

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

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER 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 subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐Yes ☐No ☒N/A. Association dues are $____________________ per_______.
☐BUYER ☐SELLER ☐Shared Equally ☒N/A to pay Association SET UP FEE of $__________________at closing.
☐BUYER ☐SELLER ☐Shared Equally ☒N/A to pay Association PROPERTY TRANSFER FEES of $_____________ at closing.
Association Fees are governed by Idaho Code Title 55, Chapters 15 and 32.
The SELLER to pay any additional costs if more than the amounts stated in this section.

BUYER'S Initials (D.L.)(________) Date 7-14-2026 SELLER'S Initials (________)(________) Date _______________

13. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used 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 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 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 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 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 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 be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

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

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 State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

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

17. 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.

BUYER'S Initials (D.L)(________) Date 7-14-2026 **SELLER'S** Initials (________)(________) Date ____________

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 (Date):____________.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	✘				Environmental Inspection (Phase 1)				✘
Long Term Escrow Fees				✘	Environmental Inspection (Phase 2)				✘
Closing Escrow Fee			✘		Environmental Inspection (Phase 3)				✘
Survey Shall be ordered by: ☐BUYER ☐SELLER				✘	PERC Test/Speculative Site Evaluation				✘
Flood Certification/Tracking Fee				✘	Zoning Variance				✘
Title Ins. Standard Coverage Owner's Policy		✘			Soil(s) Test(s)				✘
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				✘	Hazardous Waste Report(s)				✘
Additional Title Coverage				✘	Domestic Well Water Potability Test Shall be ordered by: ☐BUYER ☐SELLER				✘
Water Rights/Shares Transfer Fee	✘				Domestic Well Water Productivity Test Shall be ordered by: ☐BUYER ☐SELLER				✘
Attorney Contract Preparation or Review Fee				✘	Septic Inspections Shall be ordered by: ☐BUYER ☐SELLER				✘
Lender Tax Service Fee				✘	Septic Pumping Shall be ordered by: ☐BUYER ☐SELLER				✘

Upon closing SELLER agrees to pay ☐_________% 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.

BUYER'S Initials (D.L.)(_______) Date 7-14-2026 **SELLER'S** Initials (_______)(_______) Date __________

PROPERTY ADDRESS: 15503 SH-44 Caldwell ID 83607 **ID#:** 15503SH44

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 dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

33. FINANCIAL CRIMES ENFORCEMENT NETWORK (FinCEN) REAL ESTATE REPORTING. Federal law requires that certain residential real estate transactions purchased with all cash or without institutional lender financing, where at least one buyer is a limited liability company, corporation, trust, or trustee must be reported to the United States Treasury Department's Financial Crimes Enforcement Network on a FinCEN Report.

34. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

36. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) See Exhibit B
The parties agree that the **CLOSING COMPANY** for this transaction shall be Vicki Hunsperger at Pioneer Title
located at 610 S. Kimball Avenue Caldwell 83605. If a long-term escrow /collection is involved, then the long-term escrow holder shall be ______.

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

38. POSSESSION: BUYER shall be entitled to possession and keys ☐upon closing or ☐date See Exhibit B time ______ ☐am ☐pm.

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

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

BUYER'S Initials (D.L.)(______) Date 7-14-2026 **SELLER'S** Initials (______)(______) Date ______

PROPERTY ADDRESS: 15503 SH-44 Caldwell ID 83607 ID#: 15503SH44

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

Section 1:

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

Section 2:

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

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

42. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned (may, if left blank).

43. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 07/21/2026 at (Local Time in which PROPERTY is located) 11:59 ☐A.M. ☒P.M.

BUYER'S Initials (D. L.)(_______) Date 7-14-2026 **SELLER'S** Initials (_______)(_______) Date __________

PROPERTY ADDRESS: 15503 SH-44 Caldwell ID 83607 ID#: 15503SH44

44. BUYER'S SIGNATURES:

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

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

BUYER Signature Daniel M. [illegible] **BUYER (Print Name)** ______________

Date 7-14-2026 Time ______________ ☐A.M. ☐P.M. Phone # ______________ Cell # ______________

Address ______________ E-Mail ______________

City ______________ State ______ Zip ______ Fax # ______________

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

BUYER Signature ______________ **BUYER (Print Name)** ______________

Date ______________ Time ______________ ☐A.M. ☐P.M. Phone # ______________ Cell # ______________

Address ______________ E-Mail ______________

City ______________ State ______ Zip ______ Fax # ______________

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45. 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.**

SELLER Signature ______________ **SELLER (Print Name)** ______________

Date ______________ Time ______________ ☐A.M. ☐P.M. Phone # ______________ Cell # ______________

Address ______________ E-Mail ______________

City ______________ State ______ Zip ______ Fax # ______________

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

SELLER Signature ______________ **SELLER (Print Name)** ______________

Date ______________ Time ______________ ☐A.M. ☐P.M. Phone # ______________ Cell # ______________

Address ______________ E-Mail ______________

City ______________ State ______ Zip ______ Fax # ______________

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (________)(________) Date ______________. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

EXHIBIT A

An approximate graphic depiction of the Property is outlined in blue below:

The Legal Description of the Parcel is set forth below:

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, 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 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;
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's Initials (D.K. **) Date:** 7-14-2026 **Seller's Initials (_____) Date:** ______

EXHIBIT B

1. Exhibit B; Agreement. This Exhibit B forms a part of that RE-24 Vacant Land Real Estate Purchase and Sale Agreement (the "Base Agreement"), executed concurrently herewith. To the extent any term or provision in this Exhibit B conflicts with any term or provision of the Base Agreement, this Exhibit B shall control. Together, this Exhibit B and the Base Agreement are referred to herein as the "Agreement". This Agreement shall be dated effective upon the mutual execution of the Agreement by both Buyer and Seller (the "Effective Date").

2. Closing. The closing shall occur on or before 14 calendar days from mutual acceptance of the Purchase and Sale Agreement.

3. Earnest Money: Earnest money shall remain fully refundable through the entirety of the Purchase and Sale agreement.

4. Leaseback: Seller shall have the right to lease back the property at $1.00/month for 6 months ~~on a month to month basis for~~ up to 12 months. Buyer shall be required to give 60-day notice of termination ~~prior to~~ After the initial 6 months ~~the end of the 12 months~~. Buyer shall be responsible for all utilities during the term of the lease. Buyers shall draft a formal lease agreement which shall be drafted and finalized prior to closing.

D.V 7-14-26

Buyer's Initials (D.V) Date: 7-14-2026

Seller's Initials (_____) Date: ______