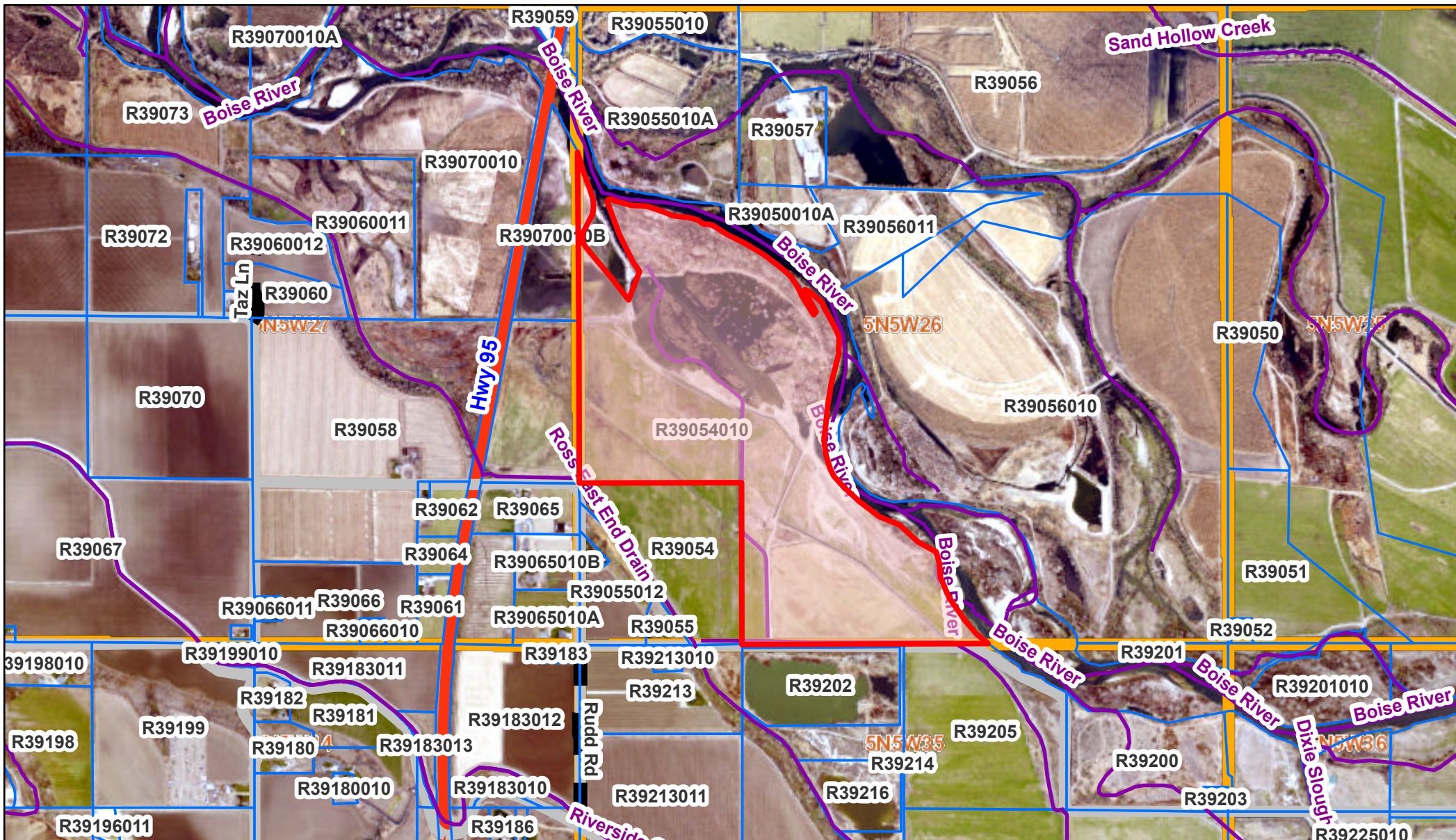
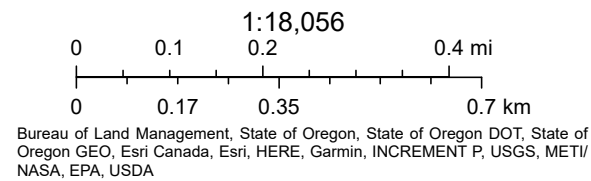


Canyon County, ID Web Map



2/14/2023, 4:09:11 PM

Multiple Parcel Search_Query result	CanyonCountyRoads Hwy	County Boundary	Canyon County Imagery_2019
Hydro_NHDFlowline	Roads	Current Impact Area	
CC_PrivateRoads	Roads	Sections	
			Red: Band_1 Green: Band_2 Blue: Band_3



MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: BID, LLC
	MAILING ADDRESS: [REDACTED]
	PHONE: [REDACTED] EMAIL: [REDACTED]

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: [Handwritten Signature]

Date: 220507

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: Evan Buchert
	COMPANY NAME: Premier, LLC DBA Premier Aggregates
	MAILING ADDRESS: 1500 S Washington Ave, Suite B, Emmett, ID 83617
	PHONE: 208 949 9043 EMAIL: ebuchert@premierllc.net <u>[Handwritten Mark]</u>

SITE INFO	STREET ADDRESS: 25706 BOISE RIVER RD, Parma, ID
	PARCEL #: 390701101 and 39054010 LOT SIZE/AREA: Apx 238 acres
	LOT: BLOCK: SUBDIVISION:
	QUARTER: SECTION: TOWNSHIP: RANGE: 27-5N-5W NE LT 2-S OF RIVER & LT 1 IS HWY & 1S E OF HWY
	ZONING DISTRICT: Ag FLOODZONE (YES/NO): AE Floodzone. No mining will occur in floodway.

HEARING LEVEL APPS	<input checked="" type="checkbox"/> CONDITIONAL USE	<input type="checkbox"/> COMP PLAN AMENDMENT	<input type="checkbox"/> CONDITIONAL REZONE
	<input type="checkbox"/> ZONING AMENDMENT (REZONE)	<input type="checkbox"/> DEV. AGREEMENT MODIFICATION	<input type="checkbox"/> VARIANCE > 33%
	<input type="checkbox"/> MINOR REPLAT	<input type="checkbox"/> VACATION	<input type="checkbox"/> APPEAL
	<input type="checkbox"/> SHORT PLAT SUBDIVISION	<input type="checkbox"/> PRELIMINARY PLAT SUBDIVISION	<input type="checkbox"/> FINAL PLAT SUBDIVISION

DIRECTORS DECISION APPS	<input type="checkbox"/> ADMINISTRATIVE LAND DIVISION	<input type="checkbox"/> EASEMENT REDUCTION	<input type="checkbox"/> SIGN PERMIT
	<input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> VARIANCE 33% >
	<input type="checkbox"/> PRIVATE ROAD NAME	<input type="checkbox"/> TEMPORARY USE	<input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER		

CASE NUMBER: CU2022-0024

DATE RECEIVED: 5/9/2022

RECEIVED BY: Suge

APPLICATION FEE: \$ 850.00 ^{CK} MO CC CASH

Detailed Letter
Long Term Mineral Extraction Operation

Purpose:

Premier, LLC with BID, LLC is requesting that Canyon County approve a Conditional Use Permit for Long Term Mineral Extraction on Canyon County Parcel 390701101 and 39054010.

Specific Uses:

Sand and Gravel extraction and rock crushing. The property will also serve as an equipment storage facility. Material sales will be conducted on the property to local citizens and contractors. Rock crushing is intended to be intermittent and not permanent. Rock crushing is anticipated to be conducted for 4-5 months per year. A scale and scale house will be installed on the parcel which will be used to scale trucks entering and leaving the property. This proposed use is consistent with the Canyon County's comprehensive plan. This proposed use is permitted in this zone by conditional use permit.

Hours of Operation:

Proposed hours of operation are from 7AM to 7PM, Monday through Saturday.

Number of Employees:

During non-crushing months 2-3 full time employees operate the site. During crushing months, 5-7 employees will operate the site.

Proposed Improvements:

Berms will be created all around parcel creating a buffer between mineral extraction operations and neighboring properties/roadways. Natural wildlife habitat will be created after mineral extraction operations are complete. Select berms will be removed from during reclamation of the property, so as to not leave permanent and non-natural barriers around the property.

Essential Services:

Additional essential services are not necessary to be provided for this project. No additional public funding will be necessary to meet the needs of this project.

Water Sources:

Ground water and/or irrigation water will be used for dust control.

Irrigation Source:

Irrigation ditches currently exist on the parcel. Ditches will be utilized for watering of crops on non-mined areas until mining is necessary. All farming will remain in operation until area of extraction moves into farmed areas.

Sewer Sources:

No sewer sources exist on the property nor or any proposed. Porta-potties will be brought in on site and maintained by local vendors while mineral extraction operations exist on the parcel.

Legal Access:

Legal access to the property exists as the property abuts to Highway 95. Permanent ingress/egress access to operation will be applied for to ITD. If ITD requires, a Traffic Impact Study will be conducted. It is our belief that no undue interference will occur with exiting and future traffic patterns.

Number of Pickups:

Estimated volume of material sales is 150,000 CY annually. At 25CY per truck this is 6,000 trucks picking up material per year.

Mitigation of negative impacts:

- **Dust**
 - Wet dust suppression will be used on the property during operation of all rock crushers.
 - Water and/or magnesium chloride will be used on all haul roads to minimize fugitive dust.
- **Noise**
 - Berms will be constructed around crushing operations to minimize impacts of noise.
 - Rock crushing will be limited to the hours of 7AM to 7PM to minimize the impacts of noise.
- **Sight**
 - Berms will be constructed around all mineral extraction operations. Extraction activities will not be visible by neighboring properties or roadways.
- **Erosion, Sediment Control, & Stormwater Prevention**
 - If necessary, SWPPPS plans will be implemented and complied with to mitigate the potential risk of storm water runoff.
- **Fuel & Chemical Spills**
 - Fuel and chemicals will be stored and utilized in a bermed off area covered with a plastic liner which will mitigate risk of harmful seepage into the earth.
- **Long Term Impacts**
 - A reclamation plan approved by the Idaho Department of Lands has been created and will be fully complied with after mineral extraction is complete. Reclamation

will occur concurrently with mining. After reclamation, the property will exist and flourish as wildlife habitat.

- **Impact to other properties**

- The proposed use is not injurious to other properties.
- The essential character of the area will not be negatively changed as these parcels are adjacent to other gravel producing parcels.

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



LAND USE WORKSHEET

Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

- 1. DOMESTIC WATER:** Individual Domestic Well Centralized Public Water System City
 N/A – Explain why this is not applicable: No wells are on this process and no water is needed or proposed.
 How many Individual Domestic Wells are proposed? N/A

- 2. SEWER (Wastewater)** Individual Septic Centralized Sewer system
 N/A – Explain why this is not applicable: No septic exists on this parcel nor is any proposed.

- 3. IRRIGATION WATER PROVIDED VIA:**
 Surface Irrigation Well None

- 4. IF IRRIGATED, PROPOSED IRRIGATION:**
 Pressurized Gravity

- 5. ACCESS:**
 Frontage Easement Easement width _____ Inst. # _____

- 6. INTERNAL ROADS:**
 Public Private Road User's Maintenance Agreement Inst # _____

- 7. FENCING** Fencing will be provided (Please show location on site plan)
Type: Berms will be developed on property 5' high. Height: _____

- 8. STORMWATER:** Retained on site Swales Ponds Borrow Ditches
 Other: SWPPPS plans will be implemented if necessary and fully complied with.

- 9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY:** (i.e. creeks, ditches, canals, lake)
Ditch runs E & W on S side of property. Boise River is adjacent to parcel on N side of property.

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED: NA

- Residential _____ Commercial _____ Industrial _____
 Common _____ Non-Buildable _____

2. FIRE SUPPRESSION: NA

- Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE: Long Term Mineral Extraction

2. DAYS AND HOURS OF OPERATION:

- Monday 7:00AM to 7:00PM
 Tuesday 7:00AM to 7:00PM
 Wednesday 7:00AM to 7:00PM
 Thursday 7:00AM to 7:00PM
 Friday 7:00AM to 7:00PM
 Saturday 7:00AM to 7:00PM
 Sunday _____ to _____

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? 2- 5 employees No

4. WILL YOU HAVE A SIGN? Yes No Lighted Non-Lighted

Height: 4 ft Width: 8 ft. Height above ground: 5 ft

What type of sign: _____ Wall x Freestanding _____ Other

5. PARKING AND LOADING:

How many parking spaces? 5

Is there is a loading or unloading area? Yes, at gravel pit for unloading and loading gravel trucks.

ANIMAL CARE RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: NA

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION? NA
 Building Kennel Individual Housing Other _____






3. HOW DO YOU PROPOSE TO MITIGATE NOISE? NA
 Building Enclosure Barrier/Berm Bark Collars

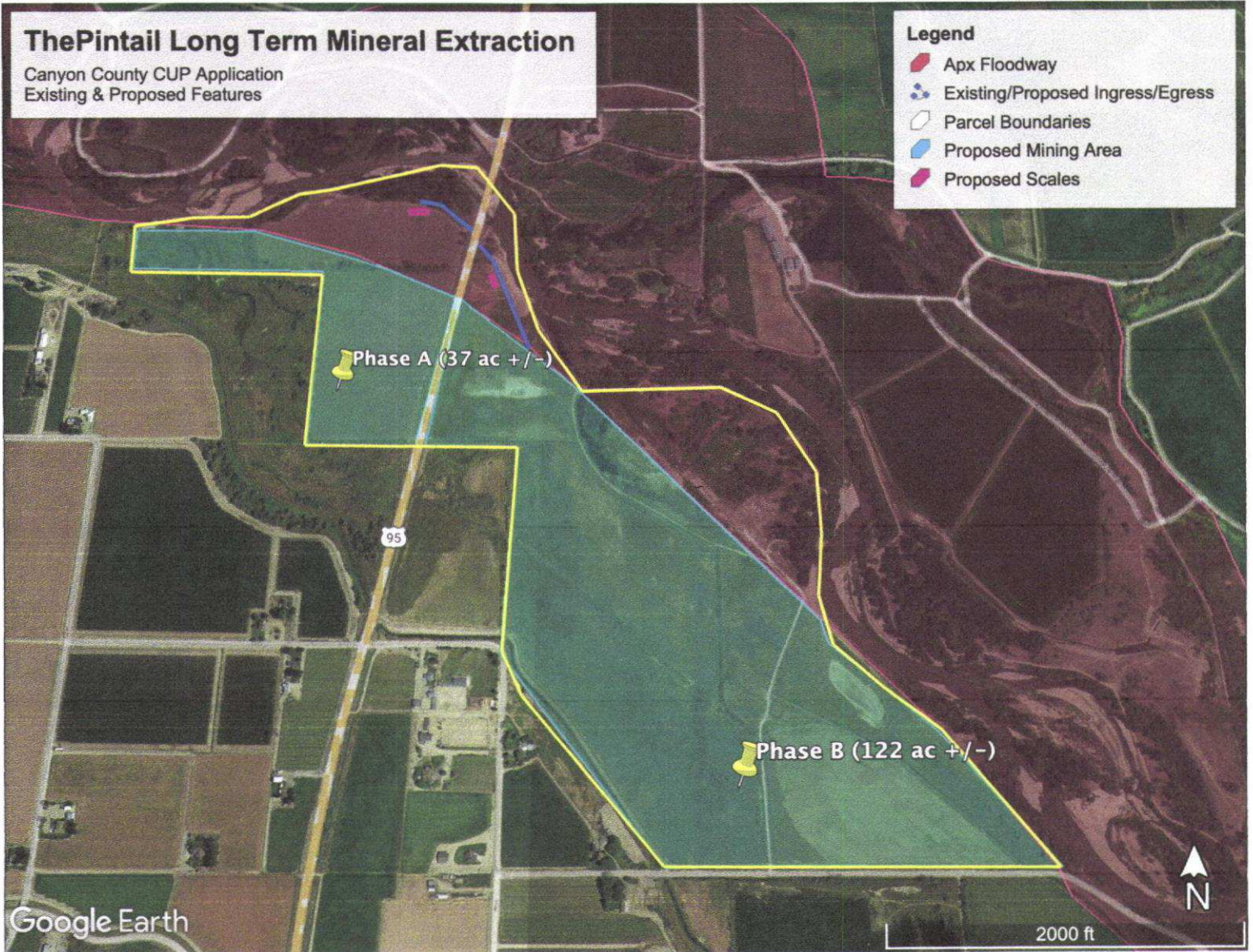
4. ANIMAL WASTE DISPOSAL NA
 Individual Domestic Septic System Animal Waste Only Septic System
 Other: _____

ThePintail Long Term Mineral Extraction

Canyon County CUP Application
Existing & Proposed Features

Legend

-  Apx Floodway
-  Existing/Proposed Ingress/Egress
-  Parcel Boundaries
-  Proposed Mining Area
-  Proposed Scales



NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

Site Address: 25706 Boise River Road		Parcel Number: 390701101 & 39054010	
City: Parma		State: ID	ZIP Code:
Notices Mailed Date: March 18, 2022		Number of Acres: 238 1/4	Current Zoning: Ag
Description of the Request: Long term Mineral Extraction			

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Evan Buchert		
Company Name: Premier LLC DBA Premier Aggregates		
Current address: [REDACTED]		
City: [REDACTED]	State: [REDACTED]	ZIP Code: [REDACTED]
Phone: [REDACTED]	Cell: " "	Fax: [REDACTED]
Email: [REDACTED]		

MEETING INFORMATION

DATE OF MEETING: March 29, 2022	MEETING LOCATION: Wagon Creek road S of Hwy 95 bridge	
MEETING START TIME: 5:30 PM	MEETING END TIME: 6:15 PM	
ATTENDEES:		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Les Brenner & Wife	- Lesbrenner@gmail.com	
2. Jeff Church & Father	- church.jeff@gmail.com	
3. Dan Roberts & Wife & Son	- Dan@Idahofireoutlet.com	
4. Bill Mulder	- wjmulder@freetopranches.com	
5. Evan Buchert	- ebuchert@premierllc.net	
6.		
7.		
8.		
9.		

10.
11.

12.
13.
14.
15.
16.
17.
18.
19.
20.

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

Evan Buchert

APPLICANT/REPRESENTATIVE (Signature): 

DATE: 03/29/22

**Neighborhood Meeting
Conditional Use Permit Pre-Application
Meeting Handout**

Who

- Operator – Premier Aggregates, current operator of gravel pit on adjacent parcel to the North.
- Landowner – BID, LLC

What

- Premier Aggregates will submit for a Conditional Use Permit for mineral extraction.

Where

- Parcel 39070010 and 39054010. Highway 95, Parma, Idaho.

When

- Application will be submitted to Canyon County within 6 months.
- Mining will occur when ponds to North are mined out. Estimated 5 – 8 years from now.

Why

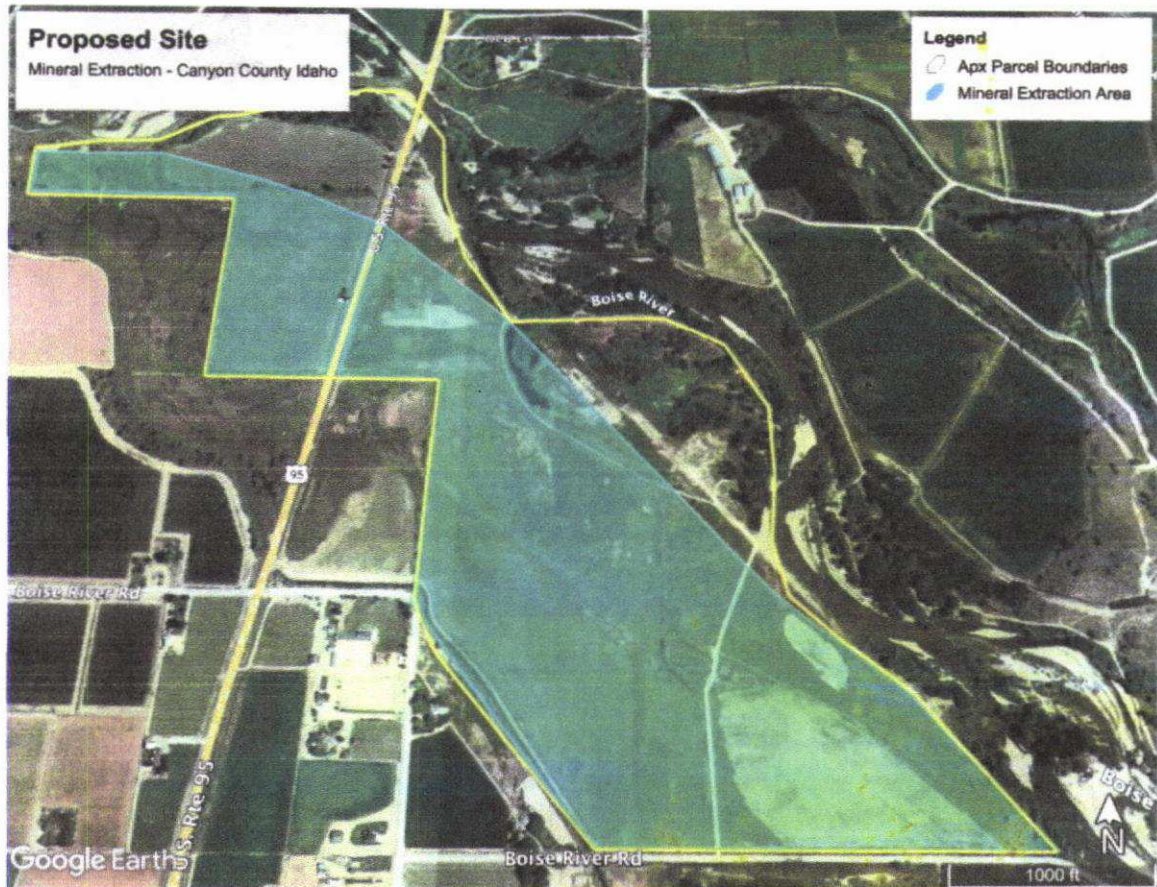
- Ponds are being created to enhance the scenic qualities and wildlife habitat of the property.
- Same goal of current gravel operation to the North.
- When finished, property will be fully reclaimed. Will have unmanicured and natural look.

How

- Ingress/egress to occur through Highway 95, not Boise River Road.
- Crushing to be done intermittently, as opposed to continuously.
 - Estimated annual crushing time to be 1 – 3 months/year.
- Estimated hours of operation are Monday – Friday, 7AM – 5PM.

Potential Concerns?

- Dust
- Traffic
- Scenic
- Noise
- Environmental
- Lights
- Other?



- Dust
- Noise
- Berms when finished / maintained
- Mining plan - phased out - beginning/middle/end.
- Timeline

lesbremen@gmail.com - Les Bremen + 1
 Church. jefb@gmail.com - Jeff Church + 1
 Dan@idahotileoutlet.com - Dan Roberts + 2
 wjmulder@treepraches.com - Bill Mulder -

TILE OUTLET OF Caldwell

Granite, Quartz
 Tile and Cabinets

We can meet All your remodel needs

3805 Cleveland Blvd
 Caldwell, Idaho 83605

Across from D & B Supply

Dan Roberts General Manager

208-453-8453 Cell 208-899-0372

dan@idahotileoutlet.com

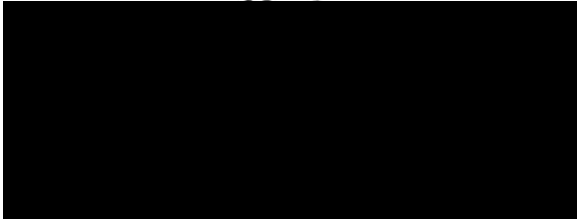


1500 S Washington Ave
Suite B
Cannett, ID
83617

BOISE ID 836
18 MAR 2022 PM 3 L



Premier Aggregates



83617-240074



Notice of Neighborhood Meeting
Conditional Use Permit
Pre-application requirement for a Public Hearing

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use Permit to Canyon County Development Services. One of the requirements necessary prior to submitting the application is to hold a "neighborhood meeting" and provide information to our surrounding neighbors (Canyon County Zoning Ordinance § 07-01-15).

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is **not** a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County Development Services regarding the Public hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit is applied.

The neighborhood Meeting details are as follows:

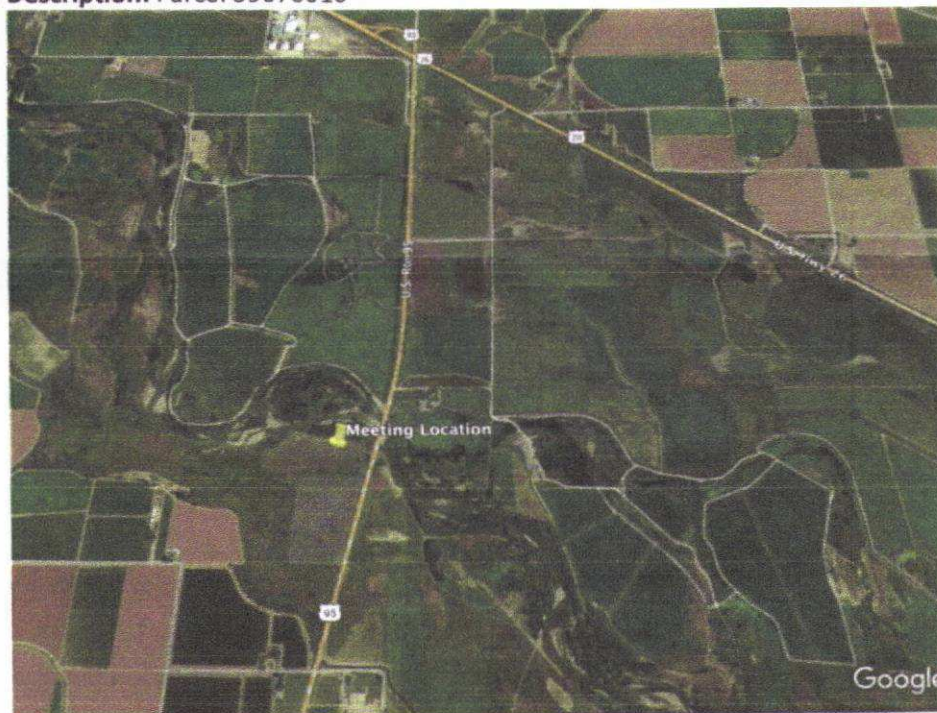
Date: March 29, 2022

Time: 5:30 PM

Location: Proposed Site (See below map)

Directions: West on dirt road immediately South of bridge crossing Boise River. Off Highway 95.

Property Description: Parcel 39070010



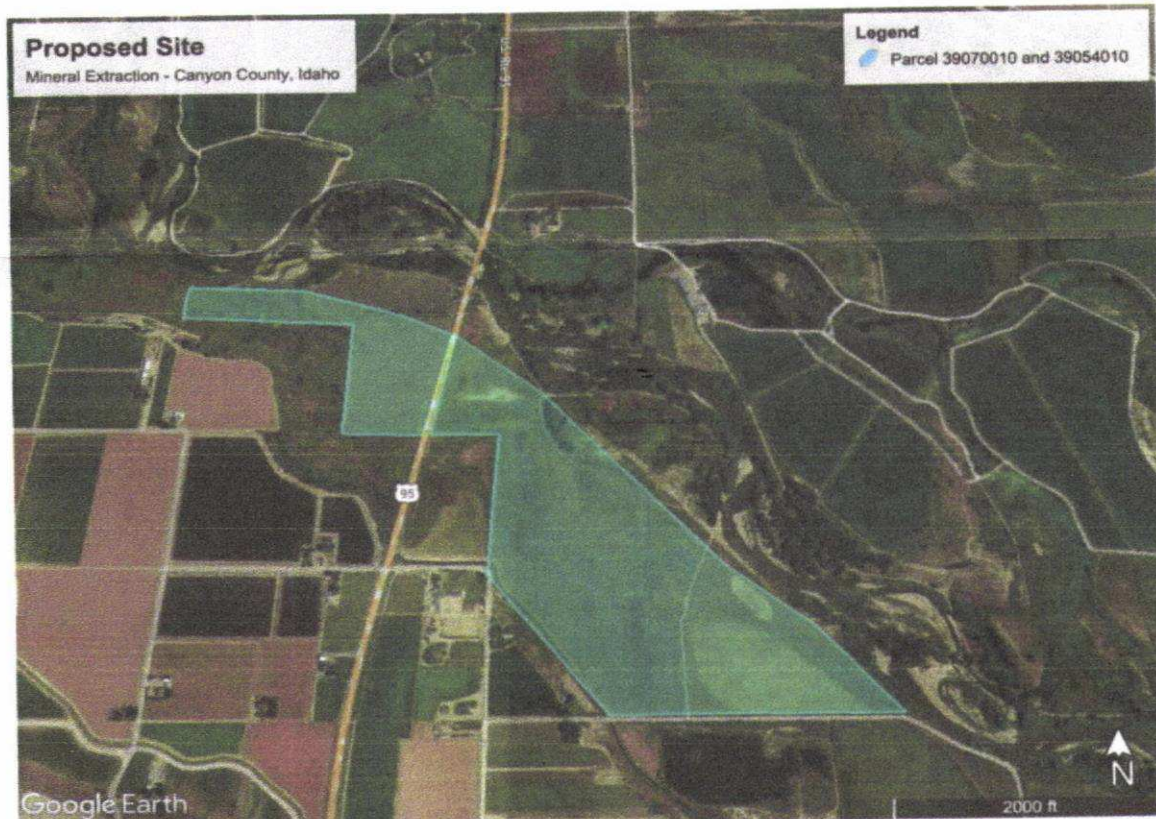
The project is summarized below:

Site Location: Parcel 39070010 and 39054010 (See below map)

Proposed Access: Highway 95

Total Acreage: 159 (apx)

Purpose: Mineral Extraction Conditional Use Permit Application



We look forward to the neighborhood meeting and encourage you to attend. At that time, we will answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact Evan Buchert at (208) 949-9043, ebuchert@premierllc.net, 1500 S Washington Ave, Suite B, Emmett, ID 83617.

Sincerely,

Evan Buchert
Premier Aggregates
March 18, 2022

NEIGHBORHOOD MEETING MAIL LIST

Neighbor	Address
Drake Ranch, LLC	1133 Shearwater Lane, Eagle, ID 83616 x
Vanderwey, August BID, LLC	Vanderwey, August, 26092 Highway 95, Parma, ID 83660 BID, LLC, 777 W Main, Ste 900, Boise, ID 83702
Tree Top Ranches LP	Tree Top Ranches LP, PO Box 8126, Boise, ID 83707
Freemyer, Mark	Freemyer, Mark 3200 Clinton Road, Emmett, ID 83617
Norberg, Marilyn	Norberg, Marilyn, 7114 Maltby Rd, Woodinville, WA 98072
Mark Allen	Mark Allen 24773 Batt Corner Road, Parma, ID 83660
Mccarty, Pat	Mccarty, Pat PO Box 1281, Parma, ID 83660
Yates, Jerry	Yates, Jerry 25125 Boise River Road, Parma, ID 83660
Sharp, Jared John	Sharp, Jared John 25009 Boise River Road, Parma, ID 83660
Church, Jeffrey	Church, Jeffrey 24982 Rudd Road, Parma, ID 83660
Unger, Samantha Kaye	Unger, Samantha Kaye 25918 Boise River Road, Parma, ID 83660
Church, Richard	Church, Richard 25785 Boise River Road, Parma, ID 83660
Shaver, Rodger	Shaver, Rodger 3172 W Deerfield Ct, Eagle, ID 83616
G O Invenstments, LLC	G O Invenstments, LLC. 1201 S Kimball Ave, Caldwell, ID 83605
Weilmunster, Mary	Weilmunster, Mary 27207 Boise River Road, Parma, ID 83660
Merill, Stanley	Merill, Stanley 25330 Boise River Road, Parma, ID 83660
PC Industries, LLC	PC Industries, LLC 1604 Industrial Way, Caldwell, ID 83605
Roberts, Daniel	Roberts, Daniel 3311 Marble Front Road, Caldwell, ID 83605

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)



FILED

FEB 17 1999

1. The name of the limited liability company is: BID, LLC

2. The address of the initial registered office is: [REDACTED]
(not a PO Box)

and the name of the initial registered agent at that address is: Douglas K. Bates

Signature of registered agent : _____

3. Is management of the limited liability company vested in a manager or managers?

Yes No (check appropriate box)

4. If management is vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is vested in the members, list the name(s) and address(es) of at least one initial member.

Name:

Address:

<u>Douglas K. Bates</u>	<u>[REDACTED]</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. Signature of at least one person listed in #4 above:

Douglas K. Bates

Secretary of State use only

IDAHO SECRETARY OF STATE

02/17/1999 09:00
CK: 50166 CT: 20522 DI: 100000

1 @ 100.00 = 100.00 ORGAN LLC # 2

W8060



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2016 EDITION



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

Page 1 of 6

ID# IB865 DATE 03/03/2017
LISTING AGENCY Bullock & Co. Realtors Office Phone # 466-1010 Fax # 461-3730
Listing Agent Greg Bullock E-Mail gregbullock14@gmail.com Phone # 941-1076
SELLING AGENCY Bullock & Co. Realtors Office Phone # 466-1010 Fax # 461-3730
Selling Agent Greg Bullock E-Mail gregbullock14@gmail.com Phone # 941-1076

1. BUYER: BID LLC
(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 000 Hiway 95
Parma City Canyon County, ID, Zip 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. \$ PURCHASE PRICE: 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) \$ 20,000.00 EARNEST MONEY: BUYER hereby deposits Twenty Thousand DOLLARS as Earnest Money evidenced by: cash personal check cashier's check note (due date):
Other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account Upon receipt or Upon acceptance by BUYER and SELLER or Other

and shall be held by: Listing Broker Selling Broker
Other Pioneer Title Co. for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: Scott Bullock

(B). ALL CASH OFFER: NO YES 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 of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

Cash proceeds from another sale: Yes No

(C). \$ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of \$ not including mortgage insurance, through FHA, DVA, 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.
SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at: Fixed Rate Other
LOAN APPLICATION: BUYER has applied OR shall apply for such loan(s) within business days (five [5] if left blank) of SELLER'S acceptance. 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. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. 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.

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 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(D). \$ ADDITIONAL FINANCIAL TERMS:
Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(E). \$ 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'S Initials Date 170303 SELLER'S Initials Date 3-4-17

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PROPERTY ADDRESS: 000 Hwy 95 Parma ID ID#: IB856

65 4. OTHER TERMS AND/OR CONDITIONS:
 66 1. Seller to grant buyer a 45 day due diligence period. Earnest money to be returned to buyer if at any time during the due diligence period buyer
 67 determines the property is not acceptable.
 68 2. Closing to be 60 days after acceptance date by buyer and seller. Fifty percent of the purchase price to be paid at first closing. Second payment
 69 to be paid on Jan. 2, 2018. Second payment balance to be secured by a zero% interest promissory note secured with a first mortgage.
 70 3. Sale of the property is in "As is" condition.
 71 4. Sale includes all real property: In particular all outbuildings, all fencing including gates and panels, all ditches concrete and otherwise, coverts,
 72 weirs, head gates, and all buried irrigation lines.
 73 5. This offer is automatically withdrawn if anyone other than the parties involved are notified.
 74 6. Sale to include all water rights pertinent to this property: Rights include diversion rights, winter wildlife rights, surface and any subsurface
 75 rights, along with all mineral rights
 76

77
 78
 79 5. "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
 80 agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and
 81 have determined that such facts or conditions do not apply to the agreement or transaction herein.
 82

83 6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY
 84 AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- 85 A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be
 86 verified and should not be relied upon by BUYER.
- 87 B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers
 88 or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 89 C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums,
 90 initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER'S Intended use of the PROPERTY, future
 91 development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of
 92 permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 93 D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water,
 94 electricity, gas, telephone, cable TV and drainage.
- 95 E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services
 96 and other rights available (describe availability):
 97 _____
 98 _____
- 99 F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous
 100 materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by
 101 qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the
 102 condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- 103 G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker
 104 with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.
 105

106 BUYER chooses to conduct inspections; not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 6. If
 107 indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to
 108 as "Buyer's Inspection Contingency." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to
 109 neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the
 110 PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within _____ calendar days (thirty [30] if
 111 left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this
 112 Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals
 113 with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER'S acceptance of the condition of the PROPERTY is a
 114 contingency of this Agreement.
 115

116 SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 117 1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this
 118 Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures;
 119 (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which
 120 SELLER has otherwise agreed in writing to repair or correct.
 121
- 122 2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory
 123 inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
 124
- 125 3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER
 126 pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have _____ business
 127 days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in the notice or
 128 may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the
 129 transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may
 130 proceed under 6(B)(4) below.
 131
- 132 4). If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict
 133 time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these

BUYER'S Initials [Signature] Date X 1/7/2018 SELLER'S Initials [Signature] Date X 1/3-4-17

PROPERTY ADDRESS: 000 Hiway 95 Parma ID ID#: IB865

134 deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that they will not continue with the transaction and
135 will receive their Earnest Money back.
136 5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have
137 elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or
138 correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold
139 SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be
140 made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.
141 inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER,
142 unless required by local law.

143 7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
144 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
145 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
146 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
147 subject to, exist unless otherwise specified in this Agreement.
148

149 8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement
150 are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.
151

152 (A). PRELIMINARY TITLE COMMITMENT: Within _____ business days (six [6] if left blank) of final acceptance of all parties, SELLER or BUYER shall
153 furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____
154 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in
155 the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the
156 title of said PROPERTY is not marketable, and cannot be made so within _____ business days (two [2] if left blank) after SELLER'S receipt of a written
157 objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of
158 title insurance cancellation fee, escrow and legal fees, if any.

159 (B). TITLE COMPANY: The parties agree that _____ Pioneer Title _____ Title Company located
160 at _____ Nampa _____ shall provide the title policy and preliminary report of commitment.

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

168 (D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage
169 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in
170 the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.
171

172 9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6,
173 BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have _____ business days (ten
174 [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review any CC&Rs that may affect
175 the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing
176 BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms
177 of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners
178 association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be
179 returned to BUYER.
180

181 10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and
182 BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY
183 may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has
184 reviewed Homeowner's Association Documents: Yes No N/A. Association fees/dues are \$ _____ per _____
185 BUYER SELLER N/A to pay Homeowner's Association SET UP FEE of \$ _____ and/or PROPERTY TRANSFER FEES of
186 \$ _____ at closing.
187

188 11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to
189 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
190 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
191 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
192 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
193 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
194 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
195 be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.
196

197 12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been
198 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
199 contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any
200 right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant

BUYER'S Initials [Signature] Date X-17-03

SELLER'S Initials [Signature] Date X-3-4-17

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PROPERTY ADDRESS: 000 Hwy 95 Parma ID ID#: IB865

281 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
 282 Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.
 283 13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the
 284 State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning
 285 noxious weeds and your obligations as an owner of property, contact your local county extension office.
 286 14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY, and are
 287 not leased or encumbered, unless otherwise agreed to by the parties in writing.
 288 15. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights,
 289 and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless
 290 otherwise agreed to by the parties in writing.
 291 16. 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
 292 materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.
 293 17. 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
 294 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
 295 by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by
 296 excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the
 297 time for performance shall be the next subsequent business day.
 298 18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
 299 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
 300 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
 301 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."
 302 19. 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
 303 unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 304 20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed
 305 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
 306 Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
 307 21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
 308 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
 309 shall together constitute one and the same instrument.
 310 22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior
 311 Agreements between the parties respecting such matters.
 312 23. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.
 313 24. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this
 314 agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.
 315 25. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the
 316 contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business
 317 (Date): _____ unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs
 318 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
 319 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
 320 circumstances. Requested test/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank)
 321 prior to closing.
 322 Upon closing SELLER agrees to pay EITHER _____ % (N/A if left blank) of the purchase price OR \$ _____ (N/A if left blank) of
 323 lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but
 324 is not limited to those items in BUYER columns marked below.

COSTS	BUYER				SELLER				CONTINGENCIES			
	BUYER	SELLER	Shared Equally	N/A	BUYER	SELLER	Shared Equally	N/A	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X								X
Long Term Escrow Fees				X								X
Closing Escrow Fee			X									X
Survey												X
Shall be ordered by: <input type="checkbox"/> BUYER <input checked="" type="checkbox"/> SELLER		X										X
Flood Certification/Tracking Fee				X								X
Title Ins. Standard Coverage Owner's Policy		X										X
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy		X										X
Additional Title Coverage				X								
Water Rights Transfer Fee		X										
Attorney Contract Preparation or Review Fee				X								

BUYER'S Initials *[Signature]* Date *170303* SELLER'S Initials *[Signature]* Date *3-4-17*

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PROPERTY ADDRESS: 000 Hiway 95 Parma ID ID#: 18865

245 26. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
246 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
247 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
248 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
249 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,
250 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically
251 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
252 such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the
253 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
254 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
255 matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be
256 returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's
257 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.

259 27. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that
260 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms
261 of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency
262 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 interplead all parties
263 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
264 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
265 not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

267 28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
268 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
269 on appeal.

271 29. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

273 30. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete
274 this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are
275 available to SELLER. The closing shall be no later than (Date) 60 days after acceptance
276 The parties agree that the CLOSING AGENCY for this transaction shall be Pioneer Title
277 located at Nampa, if a long-term escrow /collection is involved, then the long-term escrow holder
278 shall be

280 31. POSSESSION: BUYER shall be entitled to possession upon closing or date at am pm.

282 32. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens,
283 encumbrances or obligations assumed, and utilities shall be prorated upon closing or as of date
284 BUYER to reimburse SELLER for fuel in tank Yes No Not Applicable. Dollar amount may be determined by SELLER's supplier.

286 33. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or
287 contingencies which must be satisfied prior to closing:
288 This sale is contingent on there being no lease agreement in force on this property.

290
291
292
293
294

296 34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
297 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).

300 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho
301 real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy
302 was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A
303 BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials Date 170303 SELLER'S Initials Date 13-4-17

314 35. ASSIGNMENT: This Agreement and any rights or interests created herein may may not be sold, transferred, or otherwise assigned.

316
317 36. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 03/05/2017 at (Local Time in
318 which PROPERTY is located) 6 A.M. P.M.

320 37. BUYER'S SIGNATURES:

321 SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
322 SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

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

327 BUYER Signature [Signature] BUYER (Print Name) _____
328 Date 3-4-17 Time _____ A.M. P.M. Phone # _____ Cell # _____
329 Address _____ E-Mail _____
330 City _____ State _____ Zip _____ Fax # _____

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

339 BUYER Signature _____ BUYER (Print Name) _____
340 Date _____ Time _____ A.M. P.M. Phone # _____ Cell # _____
341 Address _____ E-Mail _____
342 City _____ State _____ Zip _____ Fax # _____

348 38. 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
349 the terms thereof on the part of the SELLER.

350 SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
351 SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____
352 SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____

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

358 SELLER Signature [Signature] SELLER (Print Name) _____
359 Date 3-4-17 Time _____ A.M. P.M. Phone # _____ Cell # _____
360 Address _____ E-Mail _____
361 City _____ State _____ Zip _____ Fax # _____

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

369 SELLER Signature _____ SELLER (Print Name) _____
370 Date _____ Time _____ A.M. P.M. Phone # _____ Cell # _____
371 Address _____ E-Mail _____
372 City _____ State _____ Zip _____ Fax # _____

377 **LATE ACCEPTANCE**

380 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 _____
381 calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____, If BUYER timely approves of SELLER's late
382 acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

EXHIBIT A
(Real Property)

Ten (10) Parcels of Real Property identified by Canyon County Records as Parcel Nos:

R39050000

R39070010

R39054010

R39029000

R39070011 — Govt. Lot 3, Sec. 27, 5N,5W lying North of the river.

R39070010A0 — Govt. Lot 4, Sec. 27, 5N, 5W, lying North of the river

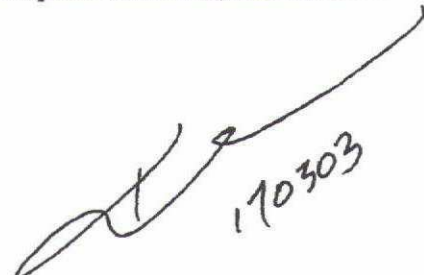
R39054000

R39056011

R39056000

R39056010

See Attached map. This Exhibit A to be replaced with full legal description when Title Commitment is issued.


170303
X Helen C. Tidwell
3/4/17

Just Bill 5/31/17

Boyer
Date
170502

EXHIBIT B

Parcel 1:

The East 1/2 of the SW1/4; the East 1/2 of the NW1/4 of the SW1/4; the SW1/4 of the SW1/4; the SW1/4 of the SE1/4 and the NW1/4 of the SE1/4 of Section 23, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho

AND

Government Lots 1, 2 and 3 and the NE1/4 of the NW1/4 of Section 26, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho

EXCEPT THEREFROM that portion conveyed to State of Idaho in Warranty Deed recorded December 14, 1961 as Instrument No. 510238, records of Canyon County, Idaho

AND ALSO EXCEPT THEREFROM

This parcel is situated in the South Half of Section 23, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 23; thence

South 0° 08' West a distance of 2233.58 feet along the East boundary of said Northwest Quarter of the Southeast Quarter and Southwest Quarter of the Southeast Quarter of said Section 23; thence, traversing the Easterly boundary of a certain irrigation ditch,

- North 24° 47' 40" West a distance of 92.50 feet; thence
- North 44° 45' 20" West a distance of 132.20 feet; thence
- North 64° 38' 40" West a distance of 186.50 feet; thence
- North 56° 40' 10" West a distance of 108.15 feet; thence
- North 42° 19' 30" West a distance of 102.08 feet; thence
- North 28° 10' 30" West a distance of 112.10 feet; thence
- North 13° 53' 20" West a distance of 172.90 feet; thence
- North 8° 56' 40" East a distance of 425.10 feet; thence
- North 20° 15' 10" West a distance of 51.50 feet; thence
- North 37° 24' 10" West a distance of 162.62 feet; thence
- North 34° 47' 50" West a distance of 424.90 feet; thence
- North 63° 49' West a distance of 174.35 feet; thence
- South 84° 31' West a distance of 67.72 feet; thence
- North 69° 52' 10" West a distance of 126.25 feet; thence
- North 53° 12' 10" West a distance of 127.40 feet; thence
- North 33° 31' 20" West a distance of 159.00 feet; thence
- North 6° 17' 40" West a distance of 309.30 feet to the point of intersection with the North

boundary of the South Half of said Section 23; thence

North 89° 53' 40" East a distance of 97.39 feet along the North boundary of the South Half of said Section 23 to the Center of said Section; thence

South 89° 53' 40" East along the North boundary of the South Half of said Section 23 a distance of 1320.88 feet to the REAL POINT OF BEGINNING.

AND ALSO EXCEPT THEREFROM

That portion of the NE1/4 of the NW1/4 and the SE1/4 of the NW1/4 (Government Lot 3) of Section 26, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

Commencing at the Northwest corner of the NE1/4 of the NW 1/4 of said Section 26; thence South 0°03'00" East, along the West boundary of said NE1/4 of the NW1/4, a distance of 458.20 feet to the TRUE POINT OF BEGINNING; thence South 81°03'00" East, a distance of 256.00 feet; thence South 38°10'30" East, a distance of 298.00 feet; thence North 82°29'30" East, a distance of 274.00 feet; thence South 0°03'00" East, a distance of 807.23 feet; thence North 88°05'00" West, a distance of 708.93 feet to a point on the West boundary of said SE1/4 of the NW1/4 (Government Lot 3); thence North 0°03'00" West, along the West boundary of said SE1/4 of the NW1/4 (Government Lot 3) and the NE1/4 of the NW1/4, a distance of 1021.80 feet to the TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM

That portion of Government Lot 3 of Section 26, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of the NE1/4 of the NW1/4; thence South 0°03'00" East along the West boundary of said NE1/4 of the NW1/4 and Government Lot 3 a distance of 1480.00 feet to the TRUE POINT OF BEGINNING; thence South 88°05'00" East, a distance of 575.04 feet; thence South 26°58'00" East, a distance of 519.40 feet; thence South 63°02'00" West, a distance of 162.58 feet; thence North 70°49'27" West, a distance of 704.14 feet to a point on the West boundary of said Government Lot 3; thence North 0°03'00" West, along the West boundary of said Government Lot 3, a distance of 324.60 feet to the TRUE POINT OF BEGINNING.

Parcel 2;

Government Lots 7 and 8, Section 25, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho

Parcel 3:

Government Lots 7, 8 and 9; the SE1/4 and the SE 1/4 of the SW1/4 of Section 26, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho

EXCEPT THEREFROM that portion lying Westerly and Southerly of the Northeasterly line of the Boise River

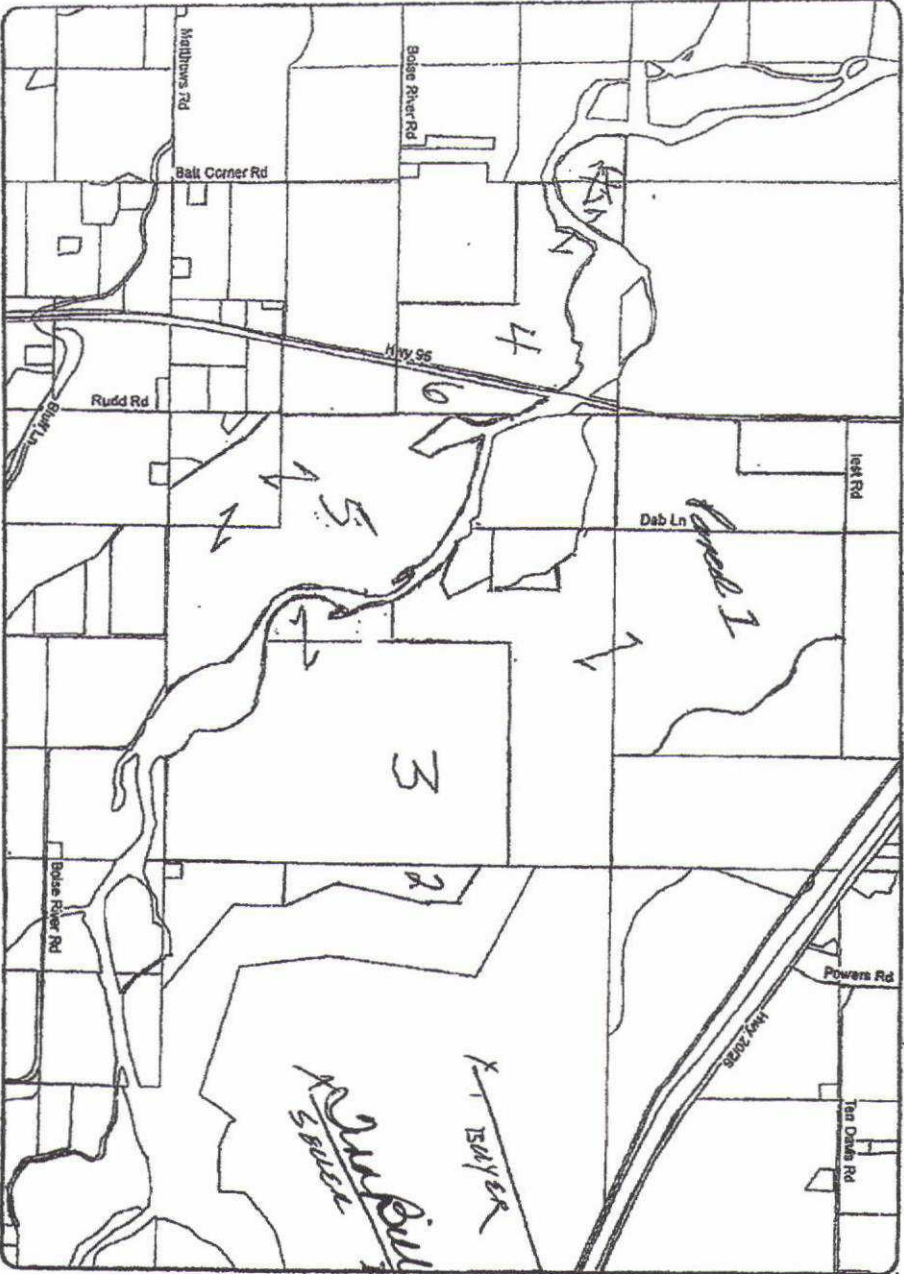
Parcel 4:

Government Lots 1, 2 and that portion of Government Lot 3 which lies North of the Boise River, Section 27, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho

EXCEPT THEREFROM:

That portion lying Easterly of the Westerly line of State Highway 95 as conveyed to the State of Idaho in Warranty Deed recorded December 20, 1960 as Instrument No. 495506, records of Canyon County, Idaho.

Part of Survey B



This Plat and map display is a graphic representation derived from the Cayuga County Geographic Information System (GIS) data. It was designed and created for your use only. It is not guaranteed as to accuracy and is not to be used for any purpose other than that for which it was prepared. This map is based on information available and is not guaranteed to be accurate. Errors and omissions may occur. Cayuga County and its employees are not liable for errors or omissions resulting from the use of this product for any purpose.



PIE Pioneer Title Co.
P I E S E R V I C E S

[Signature]
170428

CONDITIONAL USE PERMIT CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

<input checked="" type="checkbox"/> Master Application completed and signed
<input checked="" type="checkbox"/> Detailed letter fully describing the request and addressing any applicable Comprehensive Plan policies and ordinance requirements outlined below
<input checked="" type="checkbox"/> Neighborhood meeting sign-up sheet and copy of neighborhood notification letter
<input checked="" type="checkbox"/> Land Use Worksheet
<input checked="" type="checkbox"/> Site Plan showing existing and proposed site features
<input checked="" type="checkbox"/> Deed or evidence of property interest to all subject properties.
<input checked="" type="checkbox"/> \$850 non-refundable fee, \$550 for a modification

NOTE:

The following criteria are outlined in ordinance 07-07-05: HEARING CRITERIA:

Please provide a response to each of the criteria in the letter of intent.

- (1) Is the proposed use permitted in the zone by conditional use permit;
- (2) What is the nature of the request;
- (3) Is the proposed use consistent with the comprehensive plan;
- (4) Will the proposed use be injurious to other property in the immediate vicinity and/or negatively change the essential character of the area;
- (5) Will adequate water, sewer, irrigation, drainage and stormwater drainage facilities, and utility systems be provided to accommodate the use;
- (6) Does legal access to the subject property for the development exist or will it exist at the time of development;
- (7) Will there be undue interference with existing or future traffic patterns; and
- (8) Will essential services be provided to accommodate the use including, but not limited to, school facilities, police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use?

PROCESS: 1 PUBLIC HEARING (APPROVED BY PLANNING & ZONING COMMISSION)

****Additional studies and information may be required to understand the impact to traffic, the environment, economics and surrounding properties.**

Canyon County Development Services

111 N. 11th Ave. Room 140, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyonco.org

Planning Division Email: zoninginfo@canyonco.org

Receipt Number: 74302

Date: 5/9/2022

Date Created: 5/9/2022

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Premier Aggregates

Comments: CU2022-0024 location R39070110 0, R39054010 0 25706 Boise River Rd Parma

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Conditional Use Permit	CU2022-0024	\$850.00	\$0.00	\$0.00

Sub Total: \$850.00

Sales Tax: \$0.00

Total Charges: \$850.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	6553	\$850.00

Total Payments: \$850.00

ADJUSTMENTS

Receipt Balance: \$0.00