



## 2. DUE DILIGENCE

- (a) **Property Inspections.** From the Effective Date through the closing of the transaction contemplated by this Agreement (the “**Closing**”), Seller will allow Buyer and Buyer’s surveyors, engineers, agents and representatives to have reasonable access to the Property. Buyer must coordinate all access with Seller in advance. Buyer will, at its sole expense, promptly restore any physical damage that results from any inspections conducted by or on behalf of Buyer, however, Buyer shall have no obligation to restore any damage resulting from a pre-existing condition on the Property. All inspections will be conducted at Buyer’s sole expense and in accordance with all requirements of applicable law. Buyer will keep the Property free from any liens arising out of any activity by or on behalf of Buyer with respect to the Property. If such a lien is filed, then Buyer will cause the same to be promptly discharged of record.
- (b) **Seller’s Documents.** Within five (5) business days from the Effective Date, Seller shall, to the extent within Seller’s possession, provide to Buyer copies of all documents, contracts, reports (including but not limited to, a current environmental report, boring logs, soil and geotechnical reports, and ALTA Survey), studies, maps, tax billings, as-built drawings, warranty information, copies of all service contracts relating to the Property, a listing of all pending or threatened litigation against Seller with respect to claims regarding or relating to the property, and other information in Seller’s possession relating to the Property (collectively the “**Seller’s Documents**”). From the Effective Date to the closing, Seller shall have a continuing obligation to provide Buyer copies of additional Seller’s Documents within three (3) business days of receipt of the same.
- (c) **Title Matters.** Within five (5) business days from the Effective Date, Seller shall cause Escrow Agent to deliver to Buyer a commitment for an owner’s title insurance policy, dated after the date hereof in the amount of the Purchase Price, with standard form coverage. “Permitted Exceptions,” as used hereafter, shall be those matters reflected in the latest title commitment policy received by Buyer before the Closing Date (as applicable, “**Last Report**”) other than (i) delinquent taxes or assessments, (ii) any deed of trust, mortgage or other lien or monetary encumbrance affecting the Property or any part thereof, and (iii) any lien, encumbrance or other matter affecting title to the Property that was created or consented to by Seller after the Effective Date without Buyer’s written consent (collectively, the “**Mandatory Cure Items**”). It shall be a condition to Buyer’s obligations under this Agreement that the Title Company shall have agreed to issue to Buyer an ALTA standard form owner’s policy of title insurance, insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions and including such endorsements as are reflected in the Last Report (the “**Title Policy**”). By Closing, Seller shall cure all Mandatory Cure Items and all defects or encumbrances attaching by, through or under Seller after the date of this Agreement.
- (d) **Termination of Agreement.** If Buyer determines, in its sole and absolute discretion, that Buyer is not satisfied with its due diligence inspection and review of the Property for any reason, then at any time on or before the Closing Date, Buyer may deliver a notice to Seller of its election not to proceed with the purchase of the Property, whereupon Buyer will pay Seller \$100 as independent consideration for Buyer’s rights under this Agreement, and neither party will have any further liability hereunder except for those obligations that expressly survive the termination of this Agreement.

### 3. CLOSING AND RELATED MATTERS

- (a) **Escrow Closing.** The closing of the transaction contemplated by this Agreement will take place at Escrow Agent's office on the Closing Date. On or before the Closing Date, Buyer and Seller will deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or bank check), as necessary to complete the transaction in accordance with this Agreement, including but not limited to:
- i. Seller will execute and deliver to Escrow Agent a special warranty deed conveying the Property to Buyer in a form prepared by Seller and acceptable to Buyer;
  - ii. Seller will execute an affidavit of non-foreign status and any affidavits that may be customarily required by Escrow Agent for issuance of any title insurance desired by Buyer;
  - iii. Seller will deliver to Escrow Agent any documents reasonably required by the Title Commitment or otherwise by Escrow Agent to demonstrate (a) Seller's power and authority to enter into and perform the transactions contemplated by this Agreement; and (b) the authority of any individual(s) who have executed or will execute documents on behalf of Seller in connection with this transaction;
  - iv. Seller and Buyer shall execute and deliver to Escrow Agent that certain South Collector Road Easement Agreement attached hereto as **Exhibit B** to be recorded in the real property records of Ada County;
  - v. Seller and Buyer shall execute and deliver to Escrow Agent that certain North Collector Road Easement Agreement attached hereto as **Exhibit C** to be recorded in the real property records of Ada County;
  - vi. Seller and Buyer shall execute and deliver to Escrow Agent that certain Sewer and Temporary Access Easement attached hereto as **Exhibit D** to be recorded in the real property records of Ada County;
  - vii. Seller and Buyer shall execute an Assignment and Assumption Agreement, whereby Seller shall assign and Buyer shall assume that certain Real Estate Purchase and Sale Agreement by and between Owyhee Holdings, LLC as the Buyer and Intermountain Gas Co. as the Seller, the substantial form of such Purchase and Sale Agreement is attached hereto as **Exhibit E**.
  - viii. Seller and Buyer shall execute an Assignment and Assumption Agreement, whereby Buyer shall assume and Seller shall assign that certain Farm Lease Agreement, as it relates to the +/- 40 acres of the Property, a true and correct copy of which is attached hereto as **Exhibit F**.
  - ix. Seller shall cause to be recorded in the Real Property Records of Idaho, a Record of Survey and any other documentation necessary to memorialize the transfer and conveyance of the Property in accordance with Ada County Code Section 8-4A-19.

(b) **Prorations, Adjustments and Closing Costs.**

- i. Rents and real property taxes/assessments for the then current calendar year will be prorated as of the Closing Date.
  - ii. Seller shall pay (1) (1/2) of Escrow Agent's escrow/closing fees; (2) the premium for the Title Policy; and (3) and recording fees for the deed.
  - iii. Buyer will pay half (1/2) of Escrow Agent's escrow/closing fees.
  - iv. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction will be borne and paid exclusively by the party incurring the same without reimbursement.
- (c) **Buyer's Closing Conditions.** Buyer will not be obligated to close on the Property unless Seller is in material compliance with its obligations to Buyer under this Agreement as of the Closing Date and Seller's representations and warranties to Buyer under this Agreement are true and correct in all material respects as of Closing Date. If the foregoing conditions are not satisfied or waived by the Closing Date, then Seller will be in default of this Agreement (subject to notice and cure periods as provided in this Agreement).
- (d) **Seller's Closing Conditions.** Seller will not be obligated to close on the Property unless Buyer is in material compliance with its obligations to Seller under this Agreement as of the Closing Date and Buyer's representations and warranties to Seller under this Agreement are true and correct in all material respects as of Closing Date. If the foregoing conditions are not satisfied or waived by the Closing Date, then Buyer will be in default of this Agreement (subject to notice and cure periods as provided in this Agreement).
- (e) **Possession.** Buyer will have the right to exclusive possession of the Property as of the completion of the closing, subject to the Farm Lease.
- (f) **Risk of Loss, Condemnation.** Seller agrees to notify Buyer of eminent domain proceedings or any loss of or damage to the Property as soon as Seller has knowledge thereof. Risk of loss of or damage to the Property will be borne by Seller until the Closing Date. If the Property is materially damaged (i.e., damage where the cost to restore is greater than 20% of the Purchase Price) or becomes the subject of any material condemnation proceeding (i.e., more than 20% of the value of the Property is subject to condemnation), then Buyer may, at its option, terminate this Agreement with respect to the Property by giving notice thereof to Seller within twenty (20) days after Seller first notifies Buyer in writing of the damage or condemnation, and this Agreement will terminate with respect to the Property.
4. **DEFAULT; REMEDIES.** Neither party will be deemed to be in default under this Agreement unless the non-defaulting party first provides the defaulting party with a written notice of default (which notice will reasonably describe the alleged default) and a period of five (5) business days to cure the default.
- (a) **Closing Default.** In the event of a closing default by Seller, Buyer's sole and exclusive remedy shall be to file an action for specific performance within ninety (90) days of such closing default. In the event of a closing default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

- (b) **Other Defaults.** Subject to the notice and cure provisions, if either party defaults in the performance of any of its material obligations under this Agreement other than the obligation to close, the non-defaulting party shall have such rights and remedies as are available at law or in equity.

**5. PROPERTY REPRESENTATIONS, WARRANTIES AND COVENANTS**

- (a) **Property Sold As-Is.** Except with respect to Seller's representations, warranties and covenants contained in this Agreement and the conveyance deed, Buyer will acquire and accept the Property in its then-existing condition on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis, and Buyer will not rely upon any representations or warranties made by Seller or its representatives or agents prior to the Effective Date concerning or with respect to the Property.

- (b) **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the statements in this Section 5(b) are correct in all material respects as of the Effective Date, and will be correct in all material respects as of the Closing Date, excluding any matters beyond Seller's control (and matters made, done or approved by Buyer).

- i. Authority. Seller, and the person(s) signing on behalf of Seller, have full power and authority to execute this Agreement and perform Seller's obligations hereunder, and any entity action necessary to authorize this transaction has been taken.
- ii. Title. Seller has fee simple title to the Property and the right to sell the Property that is free and clear of any matters that would prevent the sale of the Property as set forth in this Agreement.
- iii. No Insolvency. No proceedings under any bankruptcy or insolvency laws have been commenced by Seller (or to Seller's knowledge, against Seller).
- iv. No Litigation. To Seller's knowledge, there are no pending or threatened lawsuits involving Seller or the Property that may materially adversely affect Seller's ability to perform its obligations under this Agreement.
- v. No Violation. Seller has not received written notice the current use or condition of the Property is in violation of applicable law.
- vi. No Liens. All parties who have supplied or will supply labor, materials and equipment to the Property have been paid in full or will be paid in full at or before closing, and there are no claims of or threats of a lien of any type on the Property (whether or not perfected, other than inchoate mechanic's liens existing as a matter of law, but which shall be paid in full at or before closing).
- vii. Non-Foreign Person Status. Seller is not a "foreign person" under Section 1445(f) of the Internal Revenue Code of 1986, as amended, and is not subject to withholding under Idaho laws. Seller, and the owners of Seller, are not prohibited or restricted persons under any executive order.

- (c) **Seller's Property Covenants.** From the Effective Date to the Closing Date: (a) Seller will maintain the Property in a normal manner and consistent with Seller's current practices; (b) Seller will not

enter into any other new leases, occupancy agreements, contracts, amendments or agreements which will extend beyond the Closing Date without Buyer's prior written consent; and (c) Seller will not create any right, encumbrance or easement on the Property without Buyer's prior consent.

**(d) Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that the statements in this Section 5(d) are correct in all material respects as of the Effective Date, and will be correct in all material respects as of the Closing Date, excluding any matters beyond Buyer's control (and matters made, done or approved by Seller).

- i. Authority. Buyer, and the person(s) signing on behalf of Buyer, have full power and authority to execute this Agreement and perform Buyer's obligations hereunder, and any entity action necessary to authorize this transaction has been taken.
- ii. No Insolvency. No proceedings under any bankruptcy or insolvency laws have been commenced by Buyer (or to Buyer's knowledge, against Buyer).
- iii. No Litigation. To Buyer's knowledge, there are no pending or threatened lawsuits involving Buyer that may materially adversely affect Buyer's ability to perform its obligations under this Agreement.

**6. NOTICES.** All notices required or permitted to be given pursuant to this Agreement must be in writing and may be delivered by hand delivery, electronic mail or any other reasonable delivery method to the other party at the applicable addresses set forth on the Signature Page to this Agreement. Any notice delivered by other than hand delivery or electronic mail must also be concurrently sent to each receiving party by electronic mail (if an electronic mail address is provided for the recipient party). The addresses may be changed from time to time by written notice. Notices will be deemed received upon the earlier of actual receipt (regardless of the method of delivery) or the first attempted delivery if receipt is refused.

**7. BROKERAGE.** The RESPONSIBLE BROKER in this transaction is Mark Bottles, Designated Broker for Mark Bottles Real Estate Services, LLC.

Selling Broker:	N/A	Listing Broker:	Mark Bottles Real Estate Services
Agent:	_____	Agent:	Mark Bottles
Address:	_____	Address:	839 S. Bridgeway Place
	_____		Eagle, ID 83616
Phone:	_____	Phone:	(208) 377-5700
Email:	_____	Email:	mark@markbottles.com

Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. Buyer and Seller each agree to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, from and against any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or

other such compensation resulting from their respective dealings in connection with the transaction completed by this Agreement.

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 and Seller, respectively:

Section 1:

- ☐ A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).
- ☐ B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for 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 Buyer(s).

Section 2:

- ☒ A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).
- ☐ B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for 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 Seller(s).

Each party signing this Agreement confirms that such party 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. In addition, each party confirms that the Selling/Listing Broker's agency office policy was made available for inspection and review. Each party understands that such party is a "Customer," and is not represented by a brokerage unless there is a signed written agreement for agency representation.

8. **DONATION.** Buyer and Seller acknowledge that the Purchase Price is less than the fair market value of the Property and was negotiated with the donative intent of assisting Buyer in developing a regional park. Under the Internal Revenue Code, Seller may be entitled to claim an income tax deduction for the difference between the fair market value of the Property and the discounted Purchase Price of the Property. Seller shall be solely responsible for determining whether Seller is entitled to said tax deduction. Buyer shall cooperate with Seller by providing reasonable supporting documentation as may be required by the Internal Revenue Service, including execution of an IRS Form 8283 upon completion of an appraisal of the Property as of the Closing Date. Notwithstanding anything herein to the contrary, Buyer's use and ownership of the Property shall not be restricted by Seller. Buyer shall retain full discretion regarding the use of the Property and ownership of the Property.

9. **MISCELLANEOUS**

- (a) **Binding Effect.** This Agreement will bind, and inure to the benefit of, the parties and their respective successors and assigns. Buyer will have the right to assign this Agreement without Seller's consent.

- (b) **Modifications.** This Agreement cannot be changed orally, and no agreement will be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.
- (c) **Time.** Time is of the essence in every provision of this Agreement. The term “business day” means any day which is not a Saturday, Sunday or legal holiday in Idaho (i.e., Idaho Code § 73-108). If this Agreement specifies that a time period expires or that an action must be taken on a date which is not a business day, then the date will be deemed extended to the next succeeding day which is a business day, and any successive time periods will be deemed extended accordingly.
- (d) **Construction.** The words “including” will be construed to include “without limitation.” Any term defined in the singular may be used in the plural, and vice versa. If any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision will be deleted from this Agreement and it will not invalidate any other provision contained in this Agreement. All exhibits hereto are incorporated herein.
- (e) **No Merger; Survival.** The terms of this Agreement will not merge into closing or with the conveyance deed(s) for the Property, but will instead survive closing or termination (except as may be otherwise provided in this Agreement).
- (f) **Governing Law.** This Agreement will be construed and interpreted in accordance with, and will be governed by, the laws of the State of Idaho.
- (g) **Attorneys’ Fees.** In the event that either party files any action to interpret or enforce this Agreement, the prevailing party in the action will be entitled to attorneys’ fees and litigation expenses.
- (h) **Execution; Counterparts.** This Agreement may be executed electronically (e.g., DocuSign or equivalent) or in counterparty, which counterparts may also be delivered by .pdf. All counterparts will constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart, or the signatures are not original signatures to the same agreement.
- (i) **Tax Deferred Exchange.** Buyer and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange; provided, however, that (i) the cooperating party shall not be required to acquire or take title to any exchange property, (ii) the cooperating party shall not be required to incur any expenses or liability whatsoever in connection with the exchange, (iii) no substitution of the effectuating party shall release said party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors or assigns, and (iv) the effectuating party shall give the cooperating party at least five (5) business days prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow.

*[ End of text; Signature page follows ]*

## SIGNATURE PAGE

**Effective Date:** The “Effective Date” will mean the date of execution (and delivery of the fully executed Agreement to the first party to sign) by the last party to sign this Agreement.

DATED effective as of the Effective Date.

“Buyer”                      City of Meridian, an Idaho municipal corporation

By: \_\_\_\_\_  
Name: Robert E. Simison  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Chris Johnson, City Clerk  
Date: \_\_\_\_\_

Email address for notices:  
[cjohnson@meridiancity.org](mailto:cjohnson@meridiancity.org); cityattorney@meridiancity.org

“Seller”                      Owyhee Holdings, LLC

By: Idaho Holdings, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Mark Bottles  
Title: Manager  
Date: \_\_\_\_\_

Email address for notices:  
[mark@markbottles.com](mailto:mark@markbottles.com); [emily@markbottles.com](mailto:emily@markbottles.com)

[ ] Seller holds an Idaho Real Estate License  
[X] Seller is related to Broker

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land situated in a portion of the East 1/2 of the Northwest 1/4 and a portion of the West 1/2 of the Northeast 1/4 all in Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the northwest corner of said Section 31, which bears N00°41'26"E a distance of 2,648.22 feet from an aluminum cap marking the west 1/4 corner of said Section 31, thence following the westerly line of said Government Lot 1, S00°41'26"W a distance of 114.94 feet to a point on the southerly right-of-way line of the Five Mile Drain; Thence leaving said westerly line and following said southerly right-of-way line the following five (5) courses:

1. S81°40'25"E a distance of 105.22 feet to a 5/8-inch rebar;
2. S81°01'15"E a distance of 66.90 feet to a 5/8-inch rebar;
3. S65°03'47"E a distance of 1,107.27 feet to a 5/8-inch rebar;
4. 173.51 feet along the arc of a curve to the left, said curve having a radius of 480.00 feet, a delta angle of 20°42'42", a chord bearing of S75°25'08"E and a chord distance of 172.57 feet to a 5/8-inch rebar;
5. S85°46'29"E a distance of 542.57 feet to a 5/8-inch rebar and being the **POINT OF BEGINNING**.

Thence following said southerly right-of-way line the following four (4) courses:

1. S85°46'29"E a distance of 605.81 feet to a 5/8-inch rebar;
2. 47.39 feet along the arc of a curve to the right, said curve having a radius of 70.00 feet, a delta angle of 38°47'14", a chord bearing of S66°22'51"E and a chord distance of 46.49 feet to a 5/8-inch rebar;
3. S46°59'14"E a distance of 1,160.79 feet;
4. S60°37'31"E a distance of 61.74 feet to the westerly line of the "Intermountain Gas Parcel" as shown on Record of Survey No. 8172 (Instrument No. 107169827, records of Ada County, Idaho);

Thence leaving said southerly right-of-way line and following the westerly lines of the "Intermountain Gas Parcel" and the "Williams Parcel" as shown on said Record of Survey, S00°05'41"W a distance of 337.59 feet to a 1/2-inch rebar;

Thence leaving said westerly lines and following the southwesterly line of said "Williams Parcel", S37°40'24"E a distance of 102.36 feet to a 5/8-inch rebar on the northerly right-of-way line of Phyllis Canal (said right-of-way line is 50-ft north of the Phyllis Canal centerline);

Thence leaving said southwesterly line and following said northerly right-of-way line the following three (3) courses:

1. 559.78 feet along the arc of a curve to the right, said curve having a radius of 655.59 feet, a delta angle of 48°55'21", a chord bearing of S51°52'35"W and a chord distance of 542.93 feet to a 5/8-inch rebar;
2. S77°46'13"W a distance of 71.28 feet to a 5/8-inch rebar;
3. S82°33'29"W a distance of 272.83 feet to a 5/8-inch rebar;

Thence leaving said northerly right-of-way line, 124.23 feet along the arc of a curve to the left, said curve having a radius of 566.50 feet, a delta angle of 12°33'53", a chord bearing of N42°52'45"W and a chord distance of 123.98 feet to a 5/8-inch rebar;

Thence N49°09'42"W a distance of 584.13 feet;

Thence N10°08'24"E a distance of 240.00 feet;

Thence N85°05'08"W a distance of 259.62 feet;

Thence 359.26 feet along the arc of a curve to the right, said curve having a radius of 600.00 feet, a delta angle of 34°18'25", a chord bearing of N16°58'13"W and a chord distance of 353.92 feet to a 5/8-inch rebar;

Thence N00°10'59"E a distance of 619.79 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 39.911 acres, more or less.

## EXHIBIT B

### South Collector Road Easement Agreement

When Recorded Return To:

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### SOUTH COLLECTOR ROAD EASEMENT AGREEMENT

THIS SOUTH COLLECTOR ROAD EASEMENT AGREEMENT (this “**Agreement**”) is made and entered as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between Owyhee Holdings, LLC, an Idaho limited liability company (“**Owyhee**”), and the City of Meridian, an Idaho municipal corporation (the “**City**”). Owyhee and the City may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

#### RECITALS

A. Owyhee owns that certain approximately 48-acre parcel of real property located in Ada County, Idaho, legally described in Exhibit A, and depicted on Exhibit C, attached hereto and incorporated herein (the “**Owyhee Property**”). Owyhee also owns that approximately 33-acre parcel of real property northeast of the Owyhee Property, which is approximately depicted on Exhibit C (the “**McMillan Property**”).

B. Prior to the execution of this Agreement, Owyhee sold to the City, and the City now owns, that certain approximately 40.8-acre parcel of real property located in Ada County, Idaho, which is adjacent and to the east of the Owyhee Property, legally described in Exhibit B, and approximately depicted on Exhibit C, attached hereto and incorporated herein (the “**City Property**”). The City intends to develop a regional park on the City Property.

C. A collector road is planned to be constructed on the McMillan Property, the Owyhee Property, and the City Property, which collector road shall run from McMillan Road on the north to approximately the southern boundary of the Owyhee Property on the south (the “**Collector Road**”).

D. Owyhee and the City each desire to grant to the other Party an easement and right-of-way over each Party’s respective property for the purpose of accessing, establishing, locating, and constructing a portion of the Collector Road running from Five Mile Creek on the north to approximately the southern boundary of the Owyhee Property on the south, which shall have as its center line the boundary line between the City Property and the Owyhee Property (the “**South Collector Road**”), and such additional roadway improvements as may be required by the Ada County Highway District (“**ACHD**”) or any other governmental entity having jurisdiction over the Collector Road (the “**Additional Improvements**”), on the terms and conditions provided herein. Owyhee and the City have entered into a separate North Collector Road Easement Agreement of even day herewith for the construction of that portion of the Collector Road

that will run from McMillan Road on the north to Five Mile Creek on the south (the “**North Collector Road**”), on the terms and conditions contained therein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Grant of Easement.**

a. Owyhee hereby grants to the City a nonexclusive easement and right-of-way over, under, on, and in that portion of the Owyhee Property approximately depicted on Exhibit C that comprises half of the width of the South Collector Road and an additional twenty (20) feet to the west thereof (the “**Owyhee Easement Area**”), so that the City and its representatives, employees, agents, and contractors may locate, establish, construct, and access the South Collector Road and the Additional Improvements (the “**Owyhee Easement**”).

b. The City hereby grants to Owyhee a nonexclusive easement and right-of-way over, under, on, and in that portion of the City Property approximately depicted on Exhibit C that comprises half of the width of the South Collector Road and an additional twenty (20) feet to the east thereof (the “**City Easement Area**” and, with the Owyhee Easement Area, the “**Easement Areas**”), so that Owyhee and its representatives, employees, agents, and contractors may locate, establish, construct, and access the South Collector Road and the Additional Improvements (the “**City Easement**” and, with the Owyhee Easement, the “**Easements**”).

c. In furtherance of the foregoing permitted use, the City and Owyhee shall each have the right to enter upon their respective Easement Areas to conduct activities permitted by the Easements, and (ii) to trim or remove bushes, trees, undergrowth, and other obstructions located in the Easement Areas, but only to the extent necessary to exercise that Party’s rights hereunder, provided, however, each Party will use reasonable efforts to limit damage to mature trees and other major landscaping in and around the Easement Areas. Upon commencement of the activities permitted by the Easements in the Easement Areas, each Party will diligently perform such activities until completion thereof. Upon completion of each Party’s activities, such Party will diligently restore any damage to the affected areas such that they are substantially returned to their prior condition (including the repair and replacement of ordinary landscaping, paving, irrigation sprinklers, and similar features in the Easement Areas).

**2. Granting Party’s Use of Easement Areas.** Owyhee may use the Owyhee Easement Area and the City may use the City Easement Area for any purpose or purposes provided that such use does not materially or unreasonably interfere with the Easements.

**3. Design and Construction of the South Collector Road and Additional Improvements.** At such time as either Owyhee develops the Owyhee Property or the City develops the City Property, whichever occurs first, such developing property owner (the “**Developing Party**”), may, at its own cost and expense, establish, locate, design, and construct all or a portion of the South Collector Road and the Additional Improvements on the Developing Party’s respective property and Easement Area. The design of the South Collector Road and Additional Improvements shall be done (a) by an Idaho licensed engineer and (b) in accordance with (i) all ACHD requirements, (ii) all applicable federal, state, and local laws, rules, regulations, ordinances, and building codes, and (iii) all covenants, conditions, restrictions, and easements of record.

4. **Dedication.** Upon completion of the construction of the South Collector Road and any Additional Improvements, the Parties agree that the Developing Party shall dedicate the South Collector Road and any Additional Improvements to ACHD, which shall thereafter be responsible for all operation, maintenance, repair, and replacement activities and costs associated with the South Collector Road and the Additional Improvements. If required, the non-developing Party shall, along with the Developing Party, dedicate the South Collector Road and any Additional Improvements to ACHD.

5. **Duration; Binding Effect.**

a. The Easements shall automatically terminate upon dedication of the South Collector Road and any Additional Improvements to ACHD. Upon termination of the Easements, the Parties shall record a duly executed and notarized instrument in the real property records of Ada County, Idaho, terminating the Easements and this Agreement and, upon such recording, the Parties shall be relieved of all obligations hereunder.

b. Unless and until terminated as provided herein, the rights and interests granted in this Agreement shall be appurtenant to and run with the lands described herein as the Owyhee Easement Area, the City Easement Area, the Owyhee Property, and the City Property, shall automatically pass with the titles to the Owyhee Easement Area, the City Easement Area, the Owyhee Property, and the City Property, and shall not be separated from the title to the Owyhee Easement Area, the City Easement Area, the Owyhee Property, and the City Property.

6. **Rights of Others.** The Easements are subject to matters of record and matters appearing on the Owyhee Easement Area and the City Easement Area as of the Effective Date, including the easement rights of others, if any. The Parties may grant future rights over the Easement Areas to others provided that such rights are subject to this Agreement and the exercise of such rights does not interfere with the continuing operation of the South Collector Road or any Additional Improvements, interfere with the dedication of the South Collector Road and any Additional Improvements to ACHD, or otherwise unreasonably interfere with the exercise of the Parties' rights under the this Agreement.

7. **Indemnification.** Each Party (an "**Indemnifying Party**") hereby releases, indemnifies, defends, and holds the other Party and that Party's employees, agents, representatives, successors, and assigns harmless from any claims, liability, losses, costs, charges, debts, obligations, demands, or expenses (including reasonable attorneys' fees and litigation expenses) arising out of or resulting from the Indemnifying Party's use of the Easements, but only to the extent that such matters do not result from the negligence or intentional misconduct of the other Party or the other Party's employees, agents, or representatives.

8. **Recordation.** This Agreement shall be recorded in the real property records of Ada County, Idaho.

9. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a grant or dedication of any portion of the lands identified herein to the general public, it being the intention of the Parties that this Agreement and the easements granted herein shall be strictly limited to and for the purposes herein expressed.

10. **Attorneys' Fees.** If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party.

11. **Notice.** All notices required hereunder shall be given in writing and shall be deemed properly served or delivered to the Parties at the addresses set forth below or at other such addresses as may be specified from time to time: (a) if delivered in person, or by facsimile transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; (c) if sent via the U.S. Postal Service, registered or certified mail, five (5) days after being deposited with sufficient postage; or (d) by sending of electronic mail.

12. **General.** This Agreement is the entire agreement between the Parties with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. All Recitals and Exhibits to this Agreement are hereby incorporated by reference as if set forth herein. The Parties agree that the facts set forth in the Recitals above are true and correct. However, in the event of a conflict between such Recitals and the terms of this Agreement, the terms of this Agreement shall control. Any reference to “including” will be construed to include “but not limited to.” This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument; the signature pages may be detached from each counterpart and combined into one instrument. Except for a termination as provided in Section 5, this Agreement may be amended only by written agreement executed by both Parties. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the State of Idaho shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**[SIGNATURE PAGES AND EXHIBITS TO APPEAR IN FINAL DOCUMENT]**

EXHIBIT C

NORTH COLLECTOR ROAD EASEMENT AGREEMENT

When Recorded Return To:

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NORTH COLLECTOR ROAD  
EASEMENT AGREEMENT

THIS NORTH COLLECTOR ROAD EASEMENT AGREEMENT (this “**Agreement**”) is made and entered as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between Owyhee Holdings, LLC, an Idaho limited liability company (“**Owyhee**”), and the City of Meridian, an Idaho municipal corporation (the “**City**”). Owyhee and the City may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

E. Owyhee owns that certain approximately 33-acre parcel of real property located in Ada County, Idaho, legally described in Exhibit A, and depicted on Exhibit C, attached hereto and incorporated herein (the “**Owyhee Property**”). Owyhee also owns that approximately 48-acre parcel of real property southwest of the Owyhee Property, which is approximately depicted on Exhibit C (the “**Can Ada Property**”).

F. Prior to the execution of this Agreement, Owyhee sold to the City, and the City now owns, that certain approximately 40.8-acre parcel of real property located in Ada County, Idaho, which is adjacent and to the south of the Owyhee Property, legally described in Exhibit B, and approximately depicted on Exhibit C, attached hereto and incorporated herein (the “**City Property**”). The City intends to develop a regional park on the City Property.

G. A collector road is planned to be constructed on the Owyhee Property, the Can Ada Property, and the City Property, which collector road shall run from McMillan Road on the north to approximately the southern boundary of the Owyhee Property on the south (the “**Collector Road**”).

H. Owyhee desires to grant to the City an easement and right-of-way over the Owyhee Property for the purpose of accessing, establishing, locating, and constructing a portion of the Collector Road running from McMillan Road on the north to Five Mile Creek on the south, which shall be located along the western boundary of the Owyhee Property (the “**North Collector Road**”) and (1) such additional roadway improvements as may be required by the Ada County Highway District (“**ACHD**”) or any other governmental entity having jurisdiction over the North Collector Road and (2) sewer facilities, utilities, and other such improvements (collectively, the “**Additional Improvements**”), on the terms and conditions provided herein. Owyhee and the City have entered into a separate South Collector Road Easement Agreement of even day herewith for the construction of that portion of the Collector Road that will run

from Five Mile Creek on the north to approximately the southern boundary of the Can Ada Property on the south (the “**South Collector Road**”), on the terms and conditions contained therein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**13. Grant of Easement.**

a. Owyhee hereby grants to the City a nonexclusive easement and right-of-way over, under, on, and in that portion of the Owyhee Property approximately depicted on Exhibit C that comprises the entire width of the North Collector Road and an additional twenty (20) feet on each side thereof (the “**Easement Area**”), so that the City and its representatives, employees, agents, and contractors may locate, establish, construct, and access the North Collector Road and the Additional Improvements (the “**Easement**”).

b. In furtherance of the foregoing permitted use, the City shall have the right to enter upon the Easement Area to conduct activities permitted by the Easement, and (ii) to trim or remove bushes, trees, undergrowth, and other obstructions located in the Easement Area, but only to the extent necessary to exercise the City’s rights hereunder, provided, however, the City will use reasonable efforts to limit damage to mature trees and other major landscaping in and around the Easement Area. Upon commencement of the activities permitted by the Easement in the Easement Area, the City will diligently perform such activities until completion thereof. Upon completion of the City’s activities, the City will diligently restore any damage to the affected areas such that they are substantially returned to their prior condition (including the repair and replacement of ordinary landscaping, paving, irrigation sprinklers, and similar features in the Easement Area).

**14. Owyhee’s Use of Easement Areas.** Owyhee may use the Easement Area for any purpose or purposes provided that such use does not materially or unreasonably interfere with the Easement.

**15. Design and Construction of the North Collector Road and Additional Improvements.** Either the City or Owyhee (the “**Developing Party**”) may, at that Party’s option, establish, locate, design, and construct all or part of the North Collector Road and any associated Additional Improvements on the Easement Area. The design of the North Collector Road and Additional Improvements shall be done (a) by an Idaho licensed engineer and (b) in accordance with (i) all ACHD requirements, (ii) all applicable federal, state, and local laws, rules, regulations, ordinances, and building codes, and (iii) all covenants, conditions, restrictions, and easements of record.

**16. Dedication.** Upon completion of the construction of the North Collector Road and any Additional Improvements, the Parties agree that the Developing Party shall dedicate the North Collector Road and any Additional Improvements to ACHD, which shall thereafter be responsible for all operation, maintenance, repair, and replacement activities and costs associated with the North Collector Road and the Additional Improvements. If required, the non-developing Party shall, along with the Developing Party, dedicate the North Collector Road and any Additional Improvements to ACHD.

**17. Duration; Binding Effect.**

a. The Easement shall automatically terminate upon dedication of the North Collector Road and any Additional Improvements to ACHD. Upon termination of the Easement, the City shall record

a duly executed and notarized instrument in the real property records of Ada County, Idaho, terminating the Easement and this Agreement and, upon such recording, the Parties shall be relieved of all obligations hereunder.

b. Unless and until terminated as provided herein, the rights and interests granted in this Agreement shall be appurtenant to and run with the lands described herein as the Easement Area and the City Property, shall automatically pass with the titles to the Easement Area and the City Property, and shall not be separated from the title to the Easement Area and the City Property.

18. **Rights of Others.** The Easement is subject to matters of record and matters appearing on the Easement Area as of the Effective Date, including the easement rights of others, if any. Owyhee may grant future rights over the Easement Area to others provided that such rights are subject to this Agreement and the exercise of such rights does not interfere with the continuing operation of the North Collector Road or any Additional Improvements, interfere with the dedication of the North Collector Road and any Additional Improvements to ACHD, or otherwise unreasonably interfere with the exercise of the City's rights under the this Agreement.

19. **Indemnification.** The City hereby releases, indemnifies, defends, and holds Owyhee and that Owyhee's employees, agents, representatives, successors, and assigns harmless from any claims, liability, losses, costs, charges, debts, obligations, demands, or expenses (including reasonable attorneys' fees and litigation expenses) arising out of or resulting from the City's use of the Easement, but only to the extent that such matters do not result from the negligence or intentional misconduct of Owyhee or Owyhee's employees, agents, or representatives.

20. **Recordation.** This Agreement shall be recorded in the real property records of Ada County, Idaho.

21. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a grant or dedication of any portion of the lands identified herein to the general public, it being the intention of the Parties that this Agreement and the easements granted herein shall be strictly limited to and for the purposes herein expressed.

22. **Attorneys' Fees.** If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party.

23. **Notice.** All notices required hereunder shall be given in writing and shall be deemed properly served or delivered to the Parties at the addresses set forth below or at other such addresses as may be specified from time to time: (a) if delivered in person, or by facsimile transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; (c) if sent via the U.S. Postal Service, registered or certified mail, five (5) days after being deposited with sufficient postage; or (d) by sending of electronic mail.

24. **General.** This Agreement is the entire agreement between the Parties with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. All Recitals and Exhibits to this Agreement are hereby incorporated by reference as if set forth herein. The Parties agree that the facts set forth in the Recitals above are true and correct. However, in the event of a conflict between such Recitals and the terms of this Agreement, the terms of this Agreement shall control. Any reference to "including" will be construed to include "but not limited to." This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument;

the signature pages may be detached from each counterpart and combined into one instrument. Except for a termination as provided in Section 5, this Agreement may be amended only by written agreement executed by both Parties. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the State of Idaho shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**[SIGNATURE PAGES AND EXHIBITS TO APPEAR IN FINAL DOCUMENT]**

## EXHIBIT D

### Sewer and Temporary Access Easement

When Recorded Return To:

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

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### SEWER AND TEMPORARY ACCESS EASEMENT AGREEMENT

THIS SEWER AND TEMPORARY ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between Owyhee Holdings, LLC, an Idaho limited liability company (“**Owyhee**”), and the City of Meridian, an Idaho municipal corporation (the “**City**”). Owyhee and the City may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

#### RECITALS

I. Owyhee owns that certain approximately 47.8-acre parcel of real property located in Ada County, Idaho, legally described in Exhibit A, and depicted on Exhibit C, attached hereto and incorporated herein (the “**Owyhee Property**”).

J. Prior to the execution of this Agreement, Owyhee sold to the City, and the City now owns, that certain approximately 40.2-acre parcel of real property located in Ada County, Idaho, which is adjacent and to the east of the Owyhee Property and legally described in Exhibit B, and depicted on Exhibit C, attached hereto and incorporated herein (the “**City Property**”). The City intends to develop a regional park on the City Property.

K. Owyhee desires to grant to the City (1) an easement and right-of-way over the Owyhee Property for the purpose of locating, establishing, constructing, using, accessing, operating, maintaining, repairing, and replacing a sewer line and related sub-surface equipment and facilities associated therewith, and (2) a temporary easement and right-of-way over the Owyhee Property for the purpose of accessing the City Property for agricultural and emergency purposes, pursuant to the terms and conditions provided herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 25. **Grant of Easement.**

a. Owyhee hereby grants to the City a nonexclusive easement and right-of-way over, under, on, and in that portion of the Owyhee Property approximately depicted on Exhibit C (the “**Sewer Easement Area**”), so that the City and its representatives, employees, agents, and contractors may locate, establish, construct, access, use, operate, maintain, repair, and replace a sewer line and related sub-surface equipment and facilities (collectively, the “**Sewer Line**”) serving the City Property and connecting the City Property to that certain lift station located in the northwest corner of the Owyhee Property (the “**Sewer Easement**”). The Sewer Easement shall be twenty (20) feet wide or of such other dimensions as is reasonably necessary for the City to locate, establish, construct, access, use, operate, maintain, repair, and replace the Sewer Line.

b. Owyhee hereby grants to the City a temporary, 20-foot-wide, nonexclusive easement and right-of-way on, over, through, and across that portion of the Owyhee Property generally depicted on Exhibit C (the “**Access Easement Area**” and, together with the Sewer Easement Area, the “**Easement Areas**”), for the purpose of vehicular ingress and egress to and from the City Property for agricultural and emergency purposes on the City Property (the “**Access Easement**” and, together with the Sewer Easement, the “**Easements**”).

c. In furtherance of the foregoing permitted use, the City shall have the right to (i) enter upon the Easement Areas to conduct activities permitted by the Easements, and (ii) to trim or remove bushes, trees, undergrowth, and other obstructions located in the Easement Areas, but only to the extent necessary to exercise the City’s rights hereunder, provided, however, the City will use reasonable efforts to limit damage to mature trees and other major landscaping in and around the Easement Areas. Upon commencement of maintenance, repair, or construction activities in the Easement Areas, the City will diligently perform the activities until completion thereof. Upon completion of the activities, the City will diligently restore any damage to the affected areas such that they are substantially returned to their prior condition (including the repair and replacement of ordinary landscaping, paving, irrigation sprinklers, and similar features in the Easement Areas).

26. **Owyhee’s Use of Easement Areas.** Owyhee may use the Easement Areas for any purpose or purposes provided that such use does not materially or unreasonably interfere with the Easements.

27. **Operation and Maintenance; Costs.** The City, at its sole cost and expense, shall be responsible for all construction, installation, access, use, operation, maintenance, repair, and replacement activities and costs associated with the Easements. The City and its representatives, employees, agents, tenants, and contractors shall comply with all laws, statutes, rules, and regulations pertaining to any and all construction, installation, access, use, operation, maintenance, repair, and replacement activities undertaken in the Easement Areas.

28. **Duration; Binding Effect.**

a. The Sewer Easement shall terminate if, prior to the installation of the Sewer Line, (i) the City connects the City Property to sewer facilities located in the area marked “Alternate Sewer” on Exhibit C or (ii) reasonable access to sewer facilities for the City Property are otherwise provided to the City, including from elsewhere on the Owyhee Property. The Sewer Easement will become permanent if and when the City installs the Sewer Line in the Sewer Easement Area.

b. The City agrees to terminate the Sewer Easement if the City abandons the Sewer Line, which is defined as the City’s cessation of any use of the Sewer Line for its intended purpose and the City’s failure to maintain the Sewer Line for a continuous period of five (5) years or longer. If Owyhee believes that the City has abandoned or intends to abandon the Sewer Line, then Owyhee may request that the City terminate the Sewer Easement, and the City agrees to so terminate the Sewer Easement of record as

provided herein with reasonable promptness unless the City resumes use of the Sewer Line for its intended purpose within one (1) year of the City's receipt of Owyhee's abandonment notice.

c. The Access Easement shall terminate upon the first to occur of (i) the collector road between the Owyhee Property and the City Property is built and dedicated to the Ada County Highway District or (ii) Owyhee provides alternate reasonable, legal access from the City Property to Can Ada Road across the Owyhee Property.

d. Notwithstanding the foregoing, the Easements may be terminated by the City at any time by recording a duly executed and notarized instrument in the real property records of Ada County, Idaho.

e. Upon termination of the Sewer Easement, the Access Easement, or both, the City shall record a duly executed and notarized instrument in the real property records of Ada County, Idaho, terminating the Sewer Easement, the Access Easement, or both, and, upon such recording, the Parties shall be relieved of all obligations hereunder. If and when both Easements are terminated of record as provided herein, this Agreement shall be automatically terminated with no need for further recording of any instrument in the real property records of Ada County, Idaho.

f. Unless terminated as provided herein, the rights and interests granted in this Agreement shall be appurtenant to and run with the lands described herein as the Sewer Easement Area, the Access Easement Area, and the City Property, shall automatically pass with the titles to the Sewer Easement Area, the Access Easement Area, and the City Property, and shall not be separated from the title to the Sewer Easement Area, the Access Easement Area, and the City Property.

29. **Odor Mitigation Covenant.** The City covenants that it will design, construct, and operate the Sewer Line in accordance with then-current best practices for the mitigation and management of odor and odor-causing conditions. If Owyhee notifies the City that the Sewer Line is producing odors that Owyhee reasonably finds objectionable, then the City will take commercially reasonable measures in accordance with then-current best practices to mitigate the objectionable odors.

30. **Dedication.** Upon completion of the construction of the Sewer Line in the Sewer Easement Area, the Parties agree that the Sewer Line shall be owned by the City of Meridian and that the City of Meridian's Public Works Department shall be responsible for all operation, maintenance, repair, and replacement activities and costs associated with the Sewer Line.

31. **Rights of Others.** The Easements are subject to matters of record and matters appearing on the Easement Areas as of the Effective Date, including the easement rights of others, if any. Owyhee may grant future rights over the Easement Areas to others provided that such rights are subject to this Agreement and the exercise of such rights does not interfere with the continuing operation of the Sewer Line or the City's access as provided herein, or otherwise unreasonably interfere with the exercise of the City's rights under this Agreement.

32. **Indemnification.** The City hereby agrees to release, indemnify, defend, and hold Owyhee and Owyhee's employees, agents, representatives, successors, and assigns harmless from any claims, liability, losses, costs, charges, debts, obligations, demands, or expenses (including reasonable attorneys' fees and litigation expenses) arising out of or resulting from the City's use of the Easements and Easement Areas, but only to the extent that such matters do not result from the negligence or intentional misconduct of Owyhee or its employees, agents, or representatives.

33. **Recordation.** This Agreement shall be recorded in the real property records of Ada County, Idaho.

34. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a grant or dedication of any portion of the lands identified herein to the general public, it being the intention of the Parties that this Agreement and the easements granted herein shall be strictly limited to and for the purposes herein expressed.

35. **Attorneys' Fees.** If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party.

36. **Notice.** All notices required hereunder shall be given in writing and shall be deemed properly served or delivered to the Parties at the addresses set forth below or at other such addresses as may be specified from time to time: (a) if delivered in person, or by facsimile transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; (c) if sent via the U.S. Postal Service, registered or certified mail, five (5) days after being deposited with sufficient postage; or (d) by sending of electronic mail.

37. **General.** This Agreement is the entire agreement between the Parties with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. All Recitals and Exhibits to this Agreement are hereby incorporated by reference as if set forth herein. The Parties agree that the facts set forth in the Recitals above are true and correct. However, in the event of a conflict between such Recitals and the terms of this Agreement, the terms of this Agreement shall control. Any reference to "including" will be construed to include "but not limited to." This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument; the signature pages may be detached from each counterpart and combined into one instrument. Except for a termination as provided in Section 4, this Agreement may be amended only by written agreement executed by both Parties. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the State of Idaho shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**[SIGNATURE PAGES AND EXHIBITS TO APPEAR IN FINAL DOCUMENT]**

## EXHIBIT E

### Intermountain Gas Co. Purchase and Sale Agreement



#### REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date by and between Buyer and Seller. In consideration of the mutual promises set forth in this Agreement, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, the Property subject to the terms set forth herein.

#### 10. BASIC AGREEMENT TERMS

- |                              |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| h. “ <b>Effective Date</b> ” | The later date of the dates that both Buyer and Seller have executed this Agreement as set forth on the Signature Page of this Agreement.                                                                                                                                                                                                                                                                                  |
| i. “ <b>Buyer</b> ”          | Owyhee Holdings, LLC and/or Assigns                                                                                                                                                                                                                                                                                                                                                                                        |
| j. “ <b>Seller</b> ”         | Intermountain Gas Company.                                                                                                                                                                                                                                                                                                                                                                                                 |
| k. “ <b>Property</b> ”       | That certain real property commonly known as +/- 39,616 SF Acres at TBD Can Ada Road, Ada County, ID graphically depicted and legally described on <b>Exhibit A</b> , attached hereto. The Property includes all right, title, and interest in the Property including all improvements and fixtures thereon, all appurtenances related thereto and all water and water rights, ditch and ditch rights appurtenant thereto. |
| l. “ <b>Purchase Price</b> ” | One Hundred Sixty Eight Thousand Six Hundred Eighty Four No/100 Dollars ( <b>\$168,684.00</b> ).                                                                                                                                                                                                                                                                                                                           |
| m. “ <b>Closing Date</b> ”   | April 10, 2025. Buyer shall have two (2) options to extend closing by one month per extension.                                                                                                                                                                                                                                                                                                                             |
| n. “ <b>Escrow Agent</b> ”   | First American Title Insurance Company, 2150 Bonito Way, Suite 100 Meridian, Idaho 83642; Attn: Tami DeJournett Albert, Escrow Officer<br>Email: <a href="mailto:tdalbert@firstam.com">tdalbert@firstam.com</a>                                                                                                                                                                                                            |

o. **"Triangle Parcel"**

That certain +/- .106-acre tract of real property owned by Owyhee Holdings, LLC legally described and depicted on **Exhibit B** attached hereto.

**11. DUE DILIGENCE**

- (a) **Property Inspections.** From the Effective Date through the closing of the transaction contemplated by this Agreement (the **"Closing"**), Seller will allow Buyer and Buyer's surveyors, engineers, agents and representatives to have reasonable access to the Property. Buyer must coordinate all access with Seller in advance. Buyer will, at its sole expense, promptly restore any physical damage that results from any inspections conducted by or on behalf of Buyer, however, Buyer shall have no obligation to restore any damage resulting from a pre-existing condition on the Property. All inspections will be conducted at Buyer's sole expense and in accordance with all requirements of applicable law. Buyer will keep the Property free from any liens arising out of any activity by or on behalf of Buyer with respect to the Property. If such a lien is filed, then Buyer will cause the same to be promptly discharged of record.
- (b) **Title Matters.** IF desired by Buyer, Buyer may order a commitment for an owner's title insurance policy from First American Title Insurance Company. It shall be a condition to Buyer's obligations under this Agreement that the Title Company shall have agreed to issue to Buyer an ALTA standard form owner's policy of title insurance, insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the matters appearing of record on the title insurance policy.
- (c) **Termination of Agreement.** If Buyer determines, in its sole and absolute discretion, that Buyer is not satisfied with its due diligence inspection and review of the Property for any reason at any time on or before the Closing Date, Buyer may deliver a notice to Seller of its election not to proceed with the purchase of the Property, whereupon Buyer will pay Seller \$100 as independent consideration for Buyer's rights under this Agreement, and neither party will have any further liability hereunder except for those obligations that expressly survive the termination of this Agreement.

## 12. CLOSING AND RELATED MATTERS

- (a) **Escrow Closing.** The closing of the transaction contemplated by this Agreement will take place at Escrow Agent's office on the Closing Date. On or before the Closing Date, Buyer and Seller will deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or bank check), as necessary to complete the transaction in accordance with this Agreement, including but not limited to:
- i. Seller will execute and deliver to Escrow Agent a warranty deed conveying the Property to Buyer in a form prepared by Escrow Agent;
  - ii. Seller will execute an affidavit of non-foreign status and any affidavits that may be customarily required by Escrow Agent for issuance of any title insurance desired by Buyer;
  - iii. Seller will deliver to Escrow Agent any documents reasonably required by the Title Commitment or otherwise by Escrow Agent to demonstrate (a) Seller's power and authority to enter into and perform the transactions contemplated by this Agreement; and (b) the authority of any individual(s) who have executed or will execute documents on behalf of Seller in connection with this transaction;
  - iv. Seller and Buyer shall execute and deliver to Escrow Agent that certain Post Closing Development Agreement, the substantial form of which is attached hereto as **Exhibit C**.
  - v. Buyer shall cause Owyhee Holdings, LLC to execute and deliver to Escrow Agent a warranty deed conveying the Triangle Parcel to Seller in a form prepared by Escrow Agent.
  - vi. Buyer shall cause to be recorded in the Real Property Records of Idaho, a Record of Survey and any other documentation necessary to memorialize the transfer and conveyance of the Property in accordance with Ada County Code Section 8-4A-19.
- (b) **Prorations, Adjustments and Closing Costs.**
- i. Rents and real property taxes/assessments for the then current calendar year will be prorated as of the Closing Date.
  - ii. Buyer will pay (1) 100% of Escrow Agent's escrow/closing fees; (2) the premium for the Title Policy; and (3) and recording fees for the deed.
  - iii. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction will be borne and paid exclusively by the party incurring the same without reimbursement.
- (c) **Buyer's Closing Conditions.** Buyer will not be obligated to close on the Property unless Seller is in material compliance with its obligations to Buyer under this Agreement as of the Closing Date and Seller's representations and warranties to Buyer under this Agreement are true and correct in all material respects as of Closing Date. If the foregoing conditions are not satisfied or waived by the

Closing Date, then Seller will be in default of this Agreement (subject to notice and cure periods as provided in this Agreement).

(d) **Seller's Closing Conditions.** Seller will not be obligated to close on the Property unless Buyer is in material compliance with its obligations to Buyer under this Agreement as of the Closing Date and Buyer's representations and warranties to Seller under this Agreement are true and correct in all material respects as of Closing Date. If the foregoing conditions are not satisfied or waived by the Closing Date, then Buyer will be in default of this Agreement (subject to notice and cure periods as provided in this Agreement).

(e) **Possession.** Buyer will have the right to exclusive possession of the Property as of the completion of the closing.

(f) **Risk of Loss, Condemnation.** Seller agrees to notify Buyer of eminent domain proceedings or any loss of or damage to the Property as soon as Seller has knowledge thereof. Risk of loss of or damage to the Property will be borne by Seller until the Closing Date. If the Property is materially damaged (i.e., damage where the cost to restore is greater than 20% of the Purchase Price) or becomes the subject of any material condemnation proceeding (i.e., more than 20% of the value of the Property is subject to condemnation), then Buyer may, at its option, terminate this Agreement with respect to the Property by giving notice thereof to Seller within twenty (20) days after Seller first notifies Buyer in writing of the damage or condemnation, and this Agreement will terminate with respect to the Property.

13. **DEFAULT; REMEDIES.** Neither party will be deemed to be in default under this Agreement unless the non-defaulting party first provides the defaulting party with a written notice of default (which notice will reasonably describe the alleged default) and a period of five (5) business days to cure the default.

(a) **Closing Default.** In the event of a closing default by Seller, Buyer's sole and exclusive remedy shall be to file an action for specific performance within ninety (90) days of such closing default. In the event of a closing default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

(b) **Other Defaults.** Subject to the notice and cure provisions, if either party defaults in the performance of any of its material obligations under this Agreement other than the obligation to close, the non-defaulting party shall have such rights and remedies as are available at law or in equity.

#### 14. **PROPERTY REPRESENTATIONS, WARRANTIES AND COVENANTS**

(a) **Property Sold As-Is.** Except with respect to Seller's representations, warranties and covenants contained in this Agreement and the conveyance deed, Buyer will acquire and accept the Property in its then-existing condition on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis, and Buyer will not rely upon any representations or warranties made by Seller or its representatives or agents prior to the Effective Date concerning or with respect to the Property.

(b) **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the statements in this Section 5(b) are correct in all material respects as of the Effective Date, and will

be correct in all material respects as of the Closing Date, excluding any matters beyond Seller's control (and matters made, done or approved by Buyer).

- i. Authority. Seller, and the person(s) signing on behalf of Seller, have full power and authority to execute this Agreement and perform Seller's obligations hereunder, and any entity action necessary to authorize this transaction has been taken.
  - ii. Title. Seller has fee simple title to the Property and the right to sell the Property that is free and clear of any matters that would prevent the sale of the Property as set forth in this Agreement.
  - iii. No Insolvency. No proceedings under any bankruptcy or insolvency laws have been commenced by Seller (or to Seller's knowledge, against Seller).
  - iv. No Litigation. To Seller's knowledge, there are no pending or threatened lawsuits involving Seller or the Property that may materially adversely affect Seller's ability to perform its obligations under this Agreement.
  - v. No Violation. Seller has not received written notice the current use or condition of the Property is in violation of applicable law.
  - vi. No Liens. All parties who have supplied or will supply labor, materials and equipment to the Property have been paid in full or will be paid in full at or before closing, and there are no claims of or threats of a lien of any type on the Property (whether or not perfected, other than inchoate mechanic's liens existing as a matter of law, but which shall be paid in full at or before closing).
  - vii. Non-Foreign Person Status. Seller is not a "foreign person" under Section 1445(f) of the Internal Revenue Code of 1986, as amended, and is not subject to withholding under Idaho laws. Seller, and the owners of Seller, are not prohibited or restricted persons under any executive order.
- (c) **Seller's Property Covenants**. From the Effective Date to the Closing Date: (a) Seller will maintain the Property in a normal manner and consistent with Seller's current practices; (b) Seller will not enter into any other new leases, occupancy agreements, contracts, amendments or agreements which will extend beyond the Closing Date without Buyer's prior written consent; and (c) Seller will not create any right, encumbrance or easement on the Property without Buyer's prior consent.
- (d) **Buyer's Representations and Warranties**. Buyer represents and warrants to Seller that the statements in this Section are correct in all material respects as of the Effective Date, and will be correct in all material respects as of the Closing Date, excluding any matters beyond Buyer's control (and matters made, done or approved by Seller).
- i. Authority. Buyer, and the person(s) signing on behalf of Buyer, have full power and authority to execute this Agreement and perform Buyer's obligations hereunder, and any entity action necessary to authorize this transaction has been taken.
  - ii. No Insolvency. No proceedings under any bankruptcy or insolvency laws have been commenced by Buyer (or to Buyer's knowledge, against Buyer).

- iii. **No Litigation.** To Buyer's knowledge, there are no pending or threatened lawsuits involving Buyer that may materially adversely affect Buyer's ability to perform its obligations under this Agreement.

**15. NOTICES.** All notices required or permitted to be given pursuant to this Agreement must be in writing and may be delivered by hand delivery, electronic mail or any other reasonable delivery method to the other party at the applicable addresses set forth on the Signature Page to this Agreement. Any notice delivered by other than hand delivery or electronic mail must also be concurrently sent to each receiving party by electronic mail (if an electronic mail address is provided for the recipient party). The addresses may be changed from time to time by written notice. Notices will be deemed received upon the earlier of actual receipt (regardless of the method of delivery) or the first attempted delivery if receipt is refused.

**16. BROKERAGE.** The RESPONSIBLE BROKER in this transaction is Mark Bottles, Designated Broker for Mark Bottles Real Estate Services, LLC, 839 S. Bridgeway Pl., Eagle ID 83616 (208)-377-5700.

Selling Broker:	N/A	Listing Broker:	
Agent:	_____	Agent:	N/A
Address:	_____	Address:	N/A
	_____		
Phone:	_____	Phone:	N/A
Email:	_____	Email:	N/A

Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. Buyer and Seller each agree to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, from and against any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or other such compensation resulting from the dealings of Buyer and Seller in connection with the transaction completed by this Agreement.

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 and Seller, respectively:

Section 1:

- ☐ A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).
- ☐ B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for 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 Buyer(s).

Section 2:

- ☐ A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).

- ☐ B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for 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 Seller(s).

Each party signing this Agreement confirms that such party 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. In addition, each party confirms that the Selling/Listing Broker's agency office policy was made available for inspection and review. Each party understands that such party is a "Customer," and is not represented by a brokerage unless there is a signed written agreement for agency representation.

**17. Triangle Parcel Transfer.** Buyer and Seller acknowledge and agree that Owyhee Holdings, LLC owns that certain tract of real property consisting of approximately +/- .106 acres graphically depicted and described on **Exhibit B** attached hereto (the "**Triangle Parcel**"). At Closing, Buyer shall cause Owyhee Holdings, LLC to transfer the Triangle Parcel to Intermountain Gas Company via a warranty deed prepared on Escrow Agent's standard form. Buyer shall pay the recording fees for the recording of the Triangle Parcel deed.

**18. MISCELLANEOUS**

- (a) Binding Effect.** This Agreement will bind, and inure to the benefit of, the parties and their respective successors and assigns. Buyer will have the right to assign this Agreement without Seller's consent.
- (b) Modifications.** This Agreement cannot be changed orally, and no agreement will be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.
- (c) Time.** Time is of the essence in every provision of this Agreement. The term "business day" means any day which is not a Saturday, Sunday or legal holiday in Idaho (i.e., Idaho Code § 73-108). If this Agreement specifies that a time period expires or that an action must be taken on a date which is not a business day, then the date will be deemed extended to the next succeeding day which is a business day, and any successive time periods will be deemed extended accordingly.
- (d) Construction.** The words "including" will be construed to include "without limitation." Any term defined in the singular may be used in the plural, and vice versa. If any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision will be deleted from this Agreement and it will not invalidate any other provision contained in this Agreement. All exhibits hereto are incorporated herein.
- (e) No Merger; Survival.** The terms of this Agreement will not merge into closing or with the conveyance deed(s) for the Property, but will instead survive closing or termination (except as may be otherwise provided in this Agreement).
- (f) Governing Law; Jury Trial Waiver.** This Agreement will be construed and interpreted in accordance with, and will be governed by, the laws of the State of Idaho. BUYER AND SELLER EACH HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- (g) **Attorneys' Fees.** In the event that either party files any action to interpret or enforce this Agreement, the prevailing party in the action will be entitled to attorneys' fees and litigation expenses.
- (h) **Execution; Counterparts.** This Agreement may be executed electronically (e.g., DocuSign or equivalent) or in counterpart, which counterparts may also be delivered by .pdf. All counterparts will constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart, or the signatures are not original signatures to the same agreement.
- (i) **Tax Deferred Exchange.** Buyer and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange; provided, however, that (i) the cooperating party shall not be required to acquire or take title to any exchange property, (ii) the cooperating party shall not be required to incur any expenses or liability whatsoever in connection with the exchange, (iii) no substitution of the effectuating party shall release said party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors or assigns, and (iv) the effectuating party shall give the cooperating party at least five (5) business days prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow.

*[ End of text; Signature page follows ]*

## SIGNATURE PAGE

**Offer Acceptance Deadline:** When signed by Buyer, this Agreement constitutes Buyer's offer to purchase the Property from Seller. Seller may accept Buyer's offer by delivering a fully executed copy of this Agreement to Buyer **by 5:00 PM Mountain Time on the third (5th) business day after the date of Buyer's signature**. Buyer may revoke Buyer's offer at any time prior to Buyer's receipt of Seller's acceptance.

**Effective Date:** The "Effective Date" will mean the date of execution (and delivery of the fully executed Agreement to the first party to sign) by the last party to sign this Agreement.

DATED effective as of the Effective Date.

**"Buyer"**

**Owyhee Holdings, LLC**

By: Idaho Holdings, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Email address for notices: [mark@markbottles.com](mailto:mark@markbottles.com)  
emily@markbottles.com

☐ Buyer holds an Idaho Real Estate License  
☒ Buyer is related to Broker

**"Seller"**

**Intermountain Gas Company.**

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

Email address for notices:

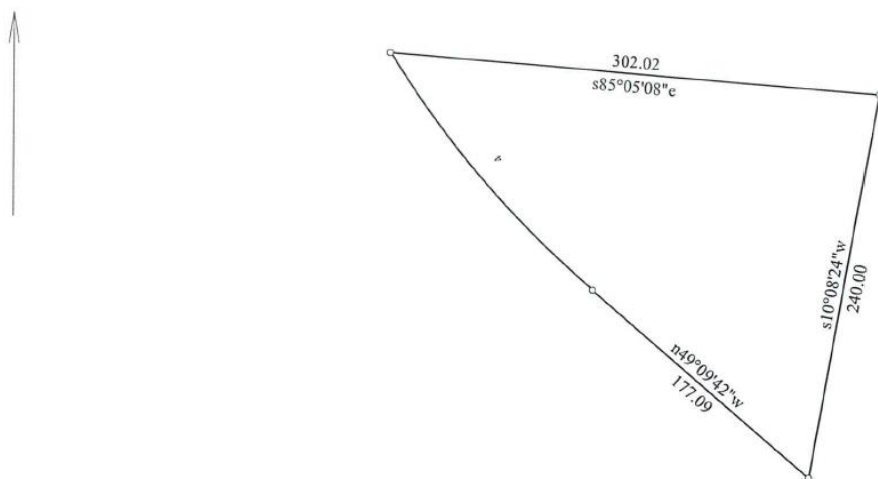
☐ Seller holds an Idaho Real Estate License  
☐ Seller is related to Broker

# **EXHIBIT A** **LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land situated in a portion of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the west 1/4 corner of said Section 31, which bears S00°41'26"W a distance of 2,648.22 feet from an aluminum cap marking the northwest corner of said Section 31, thence following the westerly line of the Northwest 1/4 of said Section 31, N00°41'26"E a distance of 1,170.92 feet;  
Thence leaving said westerly line, S85°05'08"E a distance of 1,965.07 feet to the **POINT OF BEGINNING**.

Thence S85°05'08"E a distance of 302.02 feet to a 5/8-inch rebar;  
Thence S10°08'24"W a distance of 240.00 feet to a 5/8-inch rebar;  
Thence N49°09'42"W a distance of 177.09 feet to a 5/8-inch rebar;  
Thence 192.98 feet along the arc of a curve to the right, said curve having a radius of 633.50 feet, a delta angle of 17°27'15", a chord bearing of N40°26'04"W and a chord distance of 192.24 feet the **POINT OF BEGINNING**.



Title: Parcel A to Parcel B		Date: 03-14-2025
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.909 Acres: 39616 Sq Feet: Closure = s66.0712e 0.00 Feet: Precision =1/195198: Perimeter = 912 Feet		
001=s85.0508e 302.02	003=n49.0942w 177.09	
002=s10.0824w 240.00	004: Rt, R=633.50, Delta=17.2715 Bng=n40.2604w, Chd=192.24	

# **EXHIBIT B** **TRIANGLE PARCEL**

A parcel of land situated in a portion of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Commencing at a 1/2-inch rebar marking the center 1/4 corner of said Section 31, which bears S00°31'44"W a distance of 2,639.28 feet from an aluminum cap marking the north 1/4 corner of said Section 31, thence following the westerly line of the Northeast 1/4 of said Section 31, N00°31'44"E a distance of 267.99 feet to a 5/8-inch rebar;

Thence leaving said westerly line, N82°33'29"E a distance of 113.07 feet to a 5/8-inch rebar and being the **POINT OF BEGINNING**.

Thence N00°31'35"E a distance of 102.00 feet to a 5/8-inch rebar;

Thence 124.23 feet along the arc of a curve to the right, said curve having a radius of 566.50 feet, a delta angle of 12°33'53", a chord bearing of S42°52'45"E and a chord distance of 123.98 feet to a 5/8-inch rebar;

Thence S82°33'29"W a distance of 86.03 feet to the **POINT OF BEGINNING**.



Title:		Date: 03-14-2025
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.106 Acres: 4626 Sq Feet: Closure = n89.0949e 0.00 Feet: Precision =1/78823: Perimeter = 312 Feet		
001=n00.3135e 102.00		003=s82.3329w 86.03
002: Rt, R=566.50, Delta=12.3353 Bng=s42.5245e, Chd=123.98		

## EXHIBIT C

### Form of Post Closing Development Agreement

#### POST-CLOSING DEVELOPMENT AGREEMENT

This Post-Closing Development Agreement (this “**Agreement**”), is entered into effective as of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between Owyhee Holdings, LLC, an Idaho limited liability company (“**Owyhee**”) and Intermountain Gas Company, an Idaho corporation (“**IMG**”). Owyhee and IMG may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

#### RECITALS

A. Owyhee and IMG are parties to that certain Purchase Sale Agreement dated [\_\_\_\_\_] (the “**PSA**”) whereby Owyhee has agreed to buy from IMG and IMG has agreed to sell to Owyhee that certain .909 acres of real property located in Ada County, Idaho, as legally described therein (the “**Property**”). The Property is a portion of a larger approximately 59.8-acre parcel of real property owned by IMG that is commonly known as 4014 N. Can Ada Road, Nampa, Idaho 83687, and that will be retained by IMG (the “**IMG Property**”).

B. The Property currently contains a farm access and utility road (the “**Farm Road**”) and irrigation ditch (the “**Ditch**”) that serve the IMG Property.

C. After the Closing of the PSA, Owyhee intends to convey the Property to the City of Meridian (the “**City**”) so that the City can construct a collector road on the Property and other property owned by the City (the “**Collector Road**”), which may require that the Farm Road and Ditch be relocated onto the IMG Property at the location approximately shown on Exhibit A, attached hereto and incorporated herein (the “**Relocation**”). All work necessary to perform the Relocation, including the engineering and construction of the Farm Road and Ditch is referred to herein as the “**Relocation Work**.”

D. If the construction of the Collector Road by the City requires the Relocation, Owyhee has agreed to undertake, or cause the City to undertake, the Relocation at no cost to IMG before the construction of the Collector Road, if and when such construction happens, and IMG has agreed to grant to Owyhee a temporary license on that portion of the IMG Property necessary to perform the Relocation.

E. The Parties desire to enter into this Agreement to memorize the foregoing obligations, as more specifically provided below.

#### AGREEMENT

NOW THEREFORE, for good and valuable consideration, including the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Relocation.** Before the Collector Road is constructed and the Farm Road and Ditch are removed from the Property, if and when such construction and removal happens, Owyhee shall perform the Relocation Work at no expense to IMG. The Relocation Work shall be performed in a workmanlike manner

and shall provide IMG with a new farm access and utility road and irrigation ditch of equal quality and character as the Farm Road and Ditch that were removed from the Property.

2. **IMG's Cooperation.** IMG shall cooperate with Owyhee's efforts to perform the Relocation and to otherwise obtain any permits, consents, or approvals required in connection with the Relocation.

3. **License to Perform Work.** IMG hereby grants Owyhee, and Owyhee's agents, assigns, employees, contractors, and subcontractors, a temporary license to enter onto that portion of the IMG Property necessary for Owyhee to perform all work associated with the Relocation (the "**License**"). Owyhee shall give IMG five (5) calendar days' written notice before entering the IMG Property to perform the Relocation Work. Upon completion of the Relocation, Owyhee shall ensure that the IMG Property is restored to substantially the same condition that it was in before Owyhee's use of the License.

4. **Liens.** Owyhee agrees that it will pay or cause to be paid all costs for work done by it in connection with the Relocation, and Owyhee will keep the IMG Property free and clear of all liens on account of work done by Owyhee or persons claiming under Owyhee.

5. **Insurance.** While Performing the Relocation Work on the IMG Property, Owyhee will procure and maintain (or cause to be procured and maintained by its contractors and subcontractors) the insurance coverages in such types and amounts that are commercially reasonable and customary for such work.

6. **Indemnification.** Owyhee shall indemnify, defend, and hold IMG and its officers, members, managers, employees, agents, contractors, guests, business invitees (the "**Indemnified Parties**") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees that may be imposed upon or incurred by or asserted against the Indemnified Parties that arises, or may arise, from the acts or omissions of Owyhee under this Agreement. Notwithstanding the foregoing, Owyhee shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from and against any matter to the extent it arises from the negligence or willful misconduct of the Indemnified Parties.

7. **Survives Closing; Termination of Agreement.** This Agreement shall survive the closing of the transaction contemplated in the PSA and shall terminate upon the earlier to occur of: (i) the completion of the Relocation Work; or (ii) the construction of the Collector Road in a location and manner that does not require the Relocation of the Farm Road and Ditch.

8. **Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon the Parties and their respective successors and assigns. The Parties expressly agree that Owyhee may assign its rights and responsibilities under this Agreement with prior written consent of IMG, and that, upon such assignment, (a) Owyhee's assignee shall have the same rights and responsibilities under this Agreement as did Owyhee before such assignment and (b) Owyhee shall be released from and relieved of all rights and responsibilities under this Agreement.

9. **Notice.** All notices to be given under this Agreement shall be in writing (email acceptable) at the address provided below the Party's signature block below, which address may be updated by a Party from time to time with written notice to the other Party. Notwithstanding the foregoing, actual notice, however given and from whomever received shall always be effective, and any notice given by a Party's attorneys, shall, for all purposes, be deemed to have been given by such Party

10. **General.** This Agreement is the entire agreement between the Parties with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. No modifications of this Agreement shall be valid unless in writing and executed by the Parties. All Recitals and Exhibits to this Agreement are true and correct and are hereby incorporated by reference as if set forth herein. The Parties agree that the facts set forth in the Recitals above are true and correct. However, in the event of a conflict between such Recitals and the terms of this Agreement, the terms of this Agreement shall control. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument; the signature pages may be detached from each counterpart and combined into one instrument. Any waiver hereunder must be in writing and no waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the State of Idaho shall govern this Agreement. If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

*[End of Text, Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

**OWYHEE:**

**Owyhee Holdings, LLC,**  
an Idaho limited liability company

By: **Idaho Holdings, LLC,**  
an Idaho limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**IMG:**

**Intermountain Gas Company,**  
an Idaho corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Address for notice:**

\_\_\_\_\_  
\_\_\_\_\_  
[emily@markbottles.com](mailto:emily@markbottles.com)

**Address for notice:**

\_\_\_\_\_  
\_\_\_\_\_  
EMAIL: \_\_\_\_\_

## EXHIBIT F

### Farm Lease

#### FARM LEASE

THIS FARM LEASE, Made and entered into this **11th day of September, 2023** (the "Effective Date") by and between **Owyhee Holdings, LLC** (hereinafter referred to as "Landlord"), and **Doug Thurgood** (hereinafter referred to as "Tenant").

#### AGREEMENT

NOW THEREFORE, in consideration of the rentals to be paid by Tenant and the covenants and promises to be kept and performed by the parties hereto, at the times and in the manner hereinafter set forth, the legal sufficiency of which is hereby acknowledged, Landlord does hereby let, lease and demise unto Tenant and Tenant does hereby lease from Landlord, upon the terms and conditions hereinafter set forth, the property generally described as **4780 Can Ada & TBD N. Star Rd. Meridian Idaho in Ada County** and referenced herein on Exhibit A (hereinafter referred to as the "Property"). This Lease is subject to all governmental laws, ordinances, regulations, codes, and all orders, permits, rules and regulations, and to all existing easements, servitudes, licenses and right of way for canals, ditches, levees, roads, highways, utilities, power lines, railroads, pipelines and other purposes, whether or not of record.

1. **TERM OF LEASE:** The term of this Lease shall commence upon **December 1, 2024** and terminate on **November 30, 2025**. This Lease shall not automatically renew.
2. **RENTS:** Tenant hereby agrees to pay to Landlord a fixed annual rent ("Annual Rent") on a per farmable acre basis pursuant to the table below. Annual Rent shall be paid in two equal installments of **\$16,720** with half due **April 30, 2025** and half due **October 1, 2025**. All Rent not paid on or before the dates set forth herein shall be considered late. If not timely paid, all unpaid Rent shall bear interest from its due date until paid at the rate of twelve percent (12%) per annum.

TERM	PRICE PER ACRE	ACRES	ANNUAL RENT
12/1/2024 – 11/30/2025	\$220	152	\$33,440

3. **Leased Property "As Is"/Disclaimer of Warranty of Soil Quality.** Tenant is fully familiar with and has thoroughly inspected the condition of the Leased Property, and fully understands that Tenant is leasing the Leased Property "AS IS" with all defects and defaults, latent or otherwise.

TENANT ACCEPTS THE LEASED PROPERTY IN ITS PRESENT CONDITION, AND IS NOT RELYING UPON ANY REPRESENTATION OR WARRANTY BY LANDLORD AS TO THE CONDITION OR SUITABILITY OF THE LEASED PROPERTY OR TENANT'S USE THEREOF.

Further, Landlord, by granting this Lease to Tenant, makes no representation or warranty of any kind as to the quality or suitability of the soil of the Leased Property for growing any crops Tenant may be authorized to grow on the Leased Property under this Lease.

TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT TENANT HAS MADE AN INDEPENDENT INSPECTION OF THE LEASED PROPERTY AND IS NOT RELYING UPON ANY REPRESENTATION OR WARRANTY WHATSOEVER FROM LANDLORD AS TO SOIL CONDITION.

**4. WATER SYSTEM:** Tenant shall have the exclusive use of and obligation to repair, maintain and replace any irrigation systems, structures, wells, and underground or buried irrigation pipe lines now situated on the Leased Property, with any such use, repair, maintenance and replacement thereof being solely at Tenant's own cost and expense. Tenant shall be entitled to the use of all rights to well water and gravity water with respect to the Leased Property; provided, however, that Tenant shall use said well water or gravity water only upon the Leased Property and that Tenant shall not withdraw or use more than the annual allotment of water as provided by right, regulation, or law. Tenant shall pay for the electricity to run the pumps and shall provide the normal day-to-day repairs and maintenance of the irrigation system (i.e. cleaning, greasing and checking thereof). Should Tenant choose to irrigate the property by sprinkler irrigation, Tenant shall furnish its own sprinkler system, including the power therefor. Landlord shall bear no cost associated with maintenance of the water or irrigation system, apart from any normally assessed fees that would be incurred from the irrigation district were the property to remain vacant.

NO PROVISION OF THIS LEASE SHALL BE CONSTRUED AS REQUIRING LANDLORD TO FURNISH OR GUARANTEE TO TENANT ANY AMOUNT OF WATER, IT BEING EXPRESSLY UNDERSTOOD THAT TENANT IS NOT RELYING UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER BY LANDLORD AS TO THE ADEQUACY OR QUALITY OF ANY PRESENT OR FUTURE SOURCE OF WATER.

**5. TAXES AND IRRIGATION ASSESSMENTS:** Landlord shall pay the taxes and irrigation assessments levied against all of said property, in a timely manner as the same become due and payable.

**6. LIABILITY INSURANCE FOR LEASED PREMISES:** Tenant shall, at all times, commencing with the date upon which the Leased Premises are made available to Tenant, provide and maintain, at Tenant's sole cost and expense, commercial general liability insurance insuring against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Leased Premises, naming Landlord, Landlord's mortgagee or other specified lender, any other persons, firms or corporations designated by Landlord from time to time as having an insurable interest, and Tenant as insureds. The limits of liability of all such insurance shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person, \$1,000,000 for personal injury or bodily injury or death of more than one person in one occurrence, and \$1,000,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$1,000,000 per occurrence. The deductibles under any insurance policies to be carried by Tenant shall not exceed Five Thousand Dollars (\$5,000), and each shall provide coverage on an occurrence basis (and not on a "claims made" basis). Said insurance shall be with an insurance carrier or carriers satisfactory to Landlord, authorized and licensed to do business in Idaho, that are rated "A-" or better in "Best's Insurance Guide" or accepted by the U.S. Department of Housing and Urban Development, and shall not be subject to cancellation except after at least thirty (30) days' prior written notice to Landlord.

Tenant shall furnish to Landlord evidence of Tenant's compliance with this Section. If Tenant fails to provide or maintain said insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in force and effect, and Tenant shall pay Landlord upon demand the premium cost thereof. However, nothing contained in this Section shall be deemed to limit the liability of Tenant.

**7. USE OF PROPERTY:** The Leased Property is leased to Tenant for the sole purpose of planting, growing and harvesting climatically adapted crops, and Tenant shall not use or permit to be used, any part of the Leased Property for any other purpose than for agricultural purposes. Tenant shall not commit, or permit others to commit, any waste upon the Property. Tenant shall not permit any hunting or other recreational activities on the Leased Property.

**8. FARMING OF PREMISES:** Tenant covenants to farm said property in a good husband-like manner in accordance with the accepted practices in the geographical vicinity of the property, and to devote such time as is necessary to the farming and maintenance of the property as the Tenant would its own property. In order to conserve the soil and to improve the Leased Property, Tenant agrees to carry out conservation practices and measures recognized and followed on similar farm land located in the county where the Leased Property is located, including but not limited to: (i) controlling soil erosion, (ii) keeping in good repair all irrigation systems, terraces, open ditches, inlets and outlets of tile drains, (iii) preserving all established watercourses and ditches including grassed waterways, (iv) refraining from any operation or practice that could damage such structures, and (v) maintain the quality of the soil. At the beginning of planting season Tenant shall coordinate crop planting with Landlord. Landlord shall not be responsible for crops remaining on the property at termination of the Lease.

**9. HAZARDOUS SUBSTANCES.** Except as otherwise expressly set forth in this Lease, Tenant shall not store, use or dispose of any Hazardous Substances on, near or in connection with the Leased Property. The term "Hazardous Substances" means any substance that has the characteristics of ignitability, corrosiveness, toxicity, reactivity or radioactivity or has other characteristics determined to render the substance dangerous to health, safety or the environment pursuant to any existing or subsequently enacted federal, state or local law, regulation or Law. Immediately following Tenant's receipt of notice thereof, Tenant shall notify Landlord of any inquiry, test, investigation or enforcement proceeding by or against Tenant or the Leased Property concerning Hazardous Substances. If Tenant shall be required to submit information or written reports to any agency on or relating to any of the foregoing, Tenant shall concurrently provide Landlord with copies thereof. If Tenant fails to comply with any Laws, then Landlord, without obligation to do so, may take all necessary steps to ensure compliance. In such event, Tenant shall reimburse Landlord, upon demand, for all costs and expenses that Landlord incurs, including any additional charges, assessments or penalties levied or charged against Landlord by reason of Tenant's failure to comply with such Laws. Notwithstanding anything herein to the contrary, Landlord hereby consents to Tenant's use of herbicides, pesticides, chemicals, fertilizers and other substances customarily used in farming operations in the geographical area where the Leased Property is located.

**10. INSPECTION BY LANDLORD:** Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the property at all reasonable times for the purpose of inspecting the property to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing any other lawful acts that may be necessary to protect Landlord's interest in the property or to

improve the property.

**11. ATTORNEY FEES:** Should any litigation be commenced between the parties to this Lease concerning the property, this Lease, or the rights and duties in relation thereto, the party, Landlord or Tenant, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney fees and costs incurred in such litigation or on appeal; which sum shall be determined by the Court in such litigation or in a separate action brought for that purpose.

**12. DEFAULT:** If Tenant should fail to timely pay any of the Annual Rent hereinabove provided for or should neglect or refuse to perform any of the covenants herein agreed upon by Tenant to be kept and performed, and such default shall continue for a period of twenty (20) days after written notice of any such failure is given by Landlord to Tenant as herein provided, then it shall be the right of the Landlord, at Landlord's option, to pursue any remedies it may have hereunder, or at law or in equity, including without limitation: Landlord shall without notice, have an immediate right of re-entry and to take possession of the Leased Property and eject all parties in possession therefrom, using such reasonable force for that purpose as may be necessary, without being liable to any prosecution for said re-entry or the use of such force. If Landlord elects to re-enter as provided above, or to take possession under legal proceedings or under any notice provided by law, Landlord may, without terminating this Lease and in Landlord's sole discretion, accelerate all Rent due for the remainder of the Term, and at any time and from time to time relet the entire or any part of the Leased Property for such term Landlord shall also have the right to make necessary alterations and repairs to the Leased Property. On such reletting, Tenant shall be immediately liable to pay to Landlord the expenses of reletting and of making alterations and repairs incurred by Landlord and all other indebtedness due under this Lease. If Landlord relets part of the Leased Property, Landlord does not waive any such remedies that may be available to Landlord on those portions of the Leased Property that have not been relet.

**13. WAIVER.** The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other. The failure of Landlord to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement or condition.

**14. INDEMNIFICATION.** Tenant shall at all times during the Term of this Lease release, indemnify, save and hold Landlord, Landlord's agents, managers, and affiliates, harmless from all damages, injuries or claims, including attorney's fees and costs, arising from, on or about the Leased Property, or otherwise arising in connection with any act or omission of the Tenant, or its occupation or use of the Leased Property. Conversely, Landlord shall hold Tenant harmless from and against all causes of action, judgments, damages, injuries, claims, and costs and liabilities of whatever kind, including attorney fees and costs, arising from the intentional misconduct or gross negligence of the Landlord or its agents, officers, managers, members, employees or representatives in connection with the management of this Lease.

**15. NOTICES:** Any notice required or permitted under this Lease shall be given when actually delivered or when deposited in the United States mail as certified mail, with postage prepaid thereon,

addressed as follows:

TO LANDLORD:   **Mark Bottles**  
                          [mark@markbottles.com](mailto:mark@markbottles.com)  
                          [emily@markbottles.com](mailto:emily@markbottles.com)

TO TENANT:       **Doug Thurgood**  
                          [djthurgoodfarms@yahoo.com](mailto:djthurgoodfarms@yahoo.com)

or to such other address as may be specified from time to time by either of the parties in writing.

**16. Tenant's Right to Assign or Sublet.** Neither this Lease nor any interest herein shall be assigned by Tenant, nor shall the Leased Property, or any part thereof, be sublet by Tenant under any circumstances. And, further provided that, in the event of the death of Tenant, the Tenant's interest in this Lease may be assigned to his estate for the purpose of completing the growing, marketing and harvesting of any crops then planted on the Leased Property; however, subject to Landlord approval to duration time in the exercise of its reasonable business judgment.

**17. Landlord's Right to Enter, Inspect, and Sell.** Landlord, or Landlord's agents, representatives and nominees, shall have the absolute right to enter the Leased Property at all times during the Term, for the purpose of inspecting and performing tests on the Leased Property, posting notices, ascertaining that the Tenant's responsibilities and obligations under this Lease are being met, and to place thereon at any time "For Sale" and/or "For Rent" signs. Tenant understands and agrees that Landlord may sell the Leased Property during the Term and agrees that Landlord may have all access to the Leased Property for the purpose of showing the Leased Property to prospective purchasers and conducting environmental and soil tests on the Property. In the event Tenant's crops are damaged or removed during inspections or tests of the Leased Property, Landlord shall pay Tenant the fair market value of the damaged and/or removed crop.

**18. Landlord's Right to Assign, Sell, or Cancel Lease.** Landlord, at its sole option, may sell the Leased Property subject to the Lease, and/or cancel this Lease and purchase the crop being grown on the Leased Property for a purchase price equal to the then-current market value of the existing unharvested crops located on the Leased Property. Upon the request of Landlord, Tenant agrees to negotiate in good faith with any prospective purchaser of the Leased Property for a modification to this Lease or a new Lease of the Leased Property to reflect then-current market conditions. If Tenant and the Prospective Purchaser cannot agree on new terms, Landlord retains the right to either assign the Lease as is or cancel the Lease pursuant to the terms of this Section.

If Landlord elects to cancel this Lease as set forth above, Landlord shall give Tenant written notice of its election to terminate ("Termination Notice"), which such Termination Notice shall identify the date that the Lease will terminate, and that Tenant shall vacate (the "Early Termination Date"). Landlord must provide the Termination Notice at least forty five (45) days in advance of the Early Termination Date. Tenant shall be responsible for continuing to farm and harvest any existing crop on the Leased Property until the Early Termination Date and shall vacate the Property on the Early Termination Date.

Tenant acknowledges and agrees that in the event Tenant remains in possession of the Leased Property after the Early Termination Date, that Tenant shall be liable, in addition to attorney's fees and other costs, for any and all damages resulting therefrom, including but not limited to, consequential damages.

**19. Condition of Leased Property on Termination.** At the expiration or sooner termination of this Lease, upon vacating the Leased Property, Tenant shall leave the Leased Property in as good of condition or better than the condition of such property at the commencement of this Lease, normal wear and tear excluded, and free and clear of all liens and encumbrances. Tenant shall also leave the Leased Property free of debris and free of Hazardous Substances released, deposited or utilized by Tenant. Tenant shall also leave the Leased Property with any noxious weeds existing thereon reasonably controlled in conformance with the standard weed control practices commonly used for farming activities conducted in the county in which the Leased Property is located.

**20. Release and Waiver of Subrogation.** Landlord shall not be liable for any damage or loss to fixtures, equipment, merchandise or other personal property of Tenant located anywhere in or on the Leased Property caused by fire, water, explosion, sewer backup or any other insurable hazards, regardless of the cause thereof, or any injury to or death of any person or persons who may at any time be using, occupying or visiting the Leased Property, and Tenant does hereby expressly release and hold Landlord harmless from any and all liability and agrees to indemnify and defend Landlord from such damages or loss. Landlord and Tenant hereby waive any and all rights of recovery against the other for loss of or damage to such waiving party or its property or the property of others which loss or damage is covered under any policy of insurance required to be carried by the terms of this Lease. Each Party shall cause its insurance carriers, including, but not limited to, its Workmen's Compensation insurance carrier, to waive all rights of subrogation against the other Party.

**21. Condemnation.** If as a result of the exercise of the power of eminent domain (hereinafter referred to as a "Proceeding"), the Leased Property in whole or in part shall be taken, this Lease and all right, title and interest of Tenant hereunder, shall cease and come to an end as to that part of the Leased Property so taken or conveyed as of the date of vesting of title pursuant to such proceeding, and the Rent shall be equitably adjusted and prorated as of the date of such vesting. Landlord shall be entitled to and shall receive the total award made in such Proceeding, and Tenant hereby assigns such award to Landlord.

**22. Holding Over.** If Tenant remains in possession of the Leased Property after termination or expiration of the Lease, such holding-over shall be construed as a tenancy from month-to-month, subject to all covenants and conditions of this Lease insofar as the same are applicable to month-to-month tenancy, with the exception that upon the commencement of such month-to-month tenancy the Rent for such month-to-month tenancy shall be calculated as follows: The amount of the year's monthly rent, times two (2). The hold-over-cost amount shall be payable in advance on the first day of each month.

**23. HEIRS AND SUCCESSORS:** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

**24. CROPS.** Tenant shall not plant Mint or Alfalfa on the Premises.

**25. ENTIRE AGREEMENT:** The foregoing constitutes the whole agreement between the parties hereto and no representation, oral or written, shall be binding upon either of the parties hereto, unless otherwise contained herein or attached hereto and executed in writing as a part of this agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of the Effective Date:

**LANDLORD:**

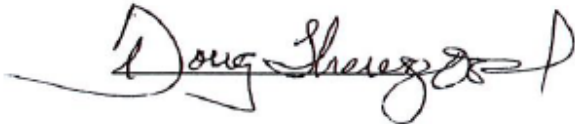
**Owyhee Holdings, LLC**

By: Idaho Holdings, LLC  
Its: Manager

Digitized by:  
Mark Bottles  
By: Mark Bottles  
Its: Member

**TENANT:**

**Doug Thurgood**

A handwritten signature in black ink, appearing to read "Doug Thurgood", with a long horizontal flourish extending to the left.

**EXHIBIT A**

**Ada County APN: S0431223100, S0431110200**

