

MEMO

Date: April 5, 2022

To: Robb MacDonald, Engineering Department
T.J. Frans, Engineering Department
Steve Pendleton, Engineering Department
Alan Perry, Fire Marshal
Chris Bryant, Building Department
Dave Wright, Police Department
Dave Marston, Mapping Department
Angie Hopf, Mapping Department
Baily Barnes, Mapping Department
Caldwell School District
Pioneer Irrigation District
Franklin Ditch Company
Mason Creek Ditch Co.
Compass Idaho
Caldwell Transportation
Canyon Highway District #4
Idaho Transportation Department
Idaho Power
Intermountain Gas
Boise River Flood Control District #10
Bureau of Reclamation, Snake River Area Office
USPS Caldwell

From: Emma Hill, Associate Planner
Caldwell P & Z Department

**RE: Case Number ANN22-000001/PUD22-000001/SUB22-000005:
Huntington Ridge East Subdivision**

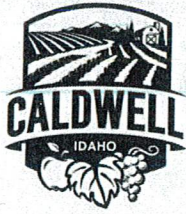
Please review the attached application and information and provide us with your written input. We request that you e-mail any comments as soon as possible but no later than **Friday, April 29, 2022.**

E-mail: P&Z@cityofcaldwell.org

Case Number ANN22-000001/PUD22-000001/SUB22-000005: A request by Hayden Homes to annex 60.24 acres with an R1 (Low Density Residential), designated Low Density Residential in the Comprehensive Plan. Concurrently, the applicant is requesting a preliminary plat with a PUD, planned unit development, for **Huntington Ridge East Subdivision**, consisting of 224 total lots including 189 buildable lots and 35 common lots. The subdivision is proposed to be constructed in four (4) phases. The subject property is located adjacent to the Mosaics Charter School at 3121 Lincoln Road, parcel numbers R3479200000, R3479701000, and a portion of R3479700000, Caldwell, Idaho.

This case is scheduled to be presented before the **Caldwell Hearing Examiner on Tuesday, May 10, 2022 at 7:00 pm.**

We will assume that you have no objections, concerns or comments if you do not reply to this request within the requested timeframe. If you have any questions, you may contact me at 208-455-4594.



CITY OF *Caldwell, Idaho*

Planning & Zoning

HEARING REVIEW APPLICATION

Type of Review Requested (check all that apply)

- Annexation/Deannexation
- Appeal/Amendment
- Comprehensive Plan Map Change
- Design Review
- Ordinance Amendment
- Rezone
- Special Use Permit
- Subdivision- Preliminary Plat
- Subdivision- Final Plat
- Subdivision- Short Plat
- Time Extension
- Variance
- Other **Planned Unit Development**

STAFF USE ONLY:

File number(s): _____

Project name: _____

Date filed: _____ Date complete: _____

Related files: _____

Subject Property Information

Address: 0 Lincoln Rd Parcel Number(s): multiple; see narrative

Subdivision: Huntington Ridge East Block: _____ Lot: _____ Acreage: 60.24 Zoning: R-1

Prior Use of the Property: a single family home, cropland farming

Proposed Use of the Property: mixed single-family detached residential

Applicant Information:

Applicant Name: Hayden Homes Idaho, LLC Phone: (208) 923-6607

Address: 1406 N. Main Street City: Meridian State: ID Zip: 83642

Email: tmokwa@hayden-homes.com Cell: (208) 869-9785

Owner Name: multiple; see plat & affidavits of legal interest Phone: _____

Address: 0 Lincoln Rd City: Caldwell State: ID Zip: 83605

Email: _____ Cell: _____

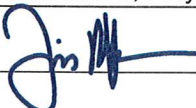
Agent Name: (e.g., architect, engineer, developer, representative) Alec Egurrola / Planner, T-O Engineers

Address: 332 N. Broadmore Way City: Nampa State: ID Zip: 83687

Email: aegurrola@to-engineers.com Cell: (208) 442-6300

Authorization

Print applicant name: Tim Mokwa, Hayden Homes Idaho LLC

Applicant Signature:  Date: 2/7/22

A-1



CITY OF Caldwell, Idaho

Planning &
Zoning
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- Variance
- Other _____

STAFF USE ONLY:

File Number(s): _____

Project Name: _____

Date Filed: _____ Date Complete: _____

Related Files: _____

Subject Property Information

Address: 0 LINCOLN RDCALDWELL, ID 83607 Parcel Number(s): R3479200000

Subdivison: Block: Lot: Acreage: 49.96 Zoning:

Prior Use of the Property: agriculture, cropland farming

Proposed Use of the Property: single family detached residential

Applicant Information

Applicant Name: Alec Egurrola Phone: 208-442-6300

Address: 916 S Robert St City: Boise State: ID Zip: 83705

Email: aegurrola@to-engineers.com Cell: 208-442-6300

Owner Name: HDP HUNTINGTON RIDGE LLC Phone: _____

Address: 1316 SHERMAN AVE NO 315 City: EVANSTON State: IL Zip: 60201

Address: EVANSTON, IL 60201 City: _____ State: _____ Zip: _____

Email: _____ Cell: _____

Agent Name: (e.g., architect, engineer, developer, representative) T-O Engineers

Address: 332 N. Broadmore Way City: Nampa State: ID Zip: 83676

Email: aegurrola@to-engineers.com Cell: 208-477-7486

Authorization

Print Applicant Name: Alec Egurrola

Applicant Signature: _____ Date: 02/07/2022

A-1



CITY OF *Caldwell, Idaho*

Planning &
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Hearing
Review
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Type of Review Requested

- Annexation/Deannexation
- Appeal/Amendment
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STAFF USE ONLY:

File Number(s): _____

Project Name: _____

Date Filed: _____ Date Complete: _____

Related Files: _____

Subject Property Information

Address: 3011 LINCOLN RDCALDWELL, ID 83605 Parcel Number(s): R3479600000

Subdivison: ___ Block: ___ Lot: ___ Acreage: 0.86 Zoning: ___

Prior Use of the Property: single family home, cropland agriculture

Proposed Use of the Property: single family detached residential, pathways, open space, community amenities

Applicant Information

Applicant Name: Alec Egurrola Phone: 208-442-6300

Address: 916 S Robert St City: Boise State: ID Zip: 83705

Email: aegurrola@to-engineers.com Cell: 208-442-6300

Owner Name: WATSON KIP Phone: _____

WATSON KATHY L

Address: 3011 LINCOLN RD City: CALDWELL State: ID Zip: 83605

CALDWELL, ID 83605

Email: _____ Cell: _____

Agent Name: (e.g., architect, engineer, developer, representative) T-O Engineers

Address: 332 N. Broadmore Way City: Nampa State: ID Zip: 83676

Email: aegurrola@to-engineers.com Cell: 208-477-7486

Authorization

Print Applicant Name: Alec Egurrola

Applicant Signature: _____ Date: 02/07/2022

AI

The Egg

A1

February 7, 2022

City of Caldwell
Planning & Zoning
621 Cleveland Blvd
Caldwell, ID 83605

RE: Huntington Ridge East Subdivision – Annexation, Preliminary Plat & Planned Unit Development

Dear City of Caldwell Planning & Zoning Staff, Planning & Zoning Commission, and City Council,

This letter is to accommodate and describe the intent of Huntington Ridge East annexation, preliminary plat, and planned unit development (PUD). Along with this letter, applications & materials have been submitted for the project. We are requesting annexation into City of Caldwell with R-1 underlying zoning of the PUD and approval of a preliminary plat.

Project Overview

- Project Size: ±60.24 – Section 10-03-07(3)O
- Location: North of Lincoln Rd & between Huntington Ridge West and Mason Rd
- Total Number of Lots: 224
 - 189 buildable, 35 common
- Average lot size: 6,566 s.f.
- Minimum lot size: 4,194 s.f.
- Density: 3.14 units/acre
- Open Space: 17.66 acres or 29.3%
 - Usable Open Space 12.16 acres or 20.2%, Qualifying Open Space 7.49 acres or 12.4%
- Phases: 4
- Parcel(s): R3479200000, R3479701000, and an additional parcel created by Tabor parcel split

Current Zoning

- On site: County Ag
- East: County Ag
- North: County Ag parcels
- West: County Ag parcels, proposed Huntington Ridge West Sub (City R-1)
- South: County R-1 (Goff Sub), County Ag parcel, and City R-1 (Mosaics Public School & El Monterrey Sub)

Caldwell 2040 Comprehensive Plan

- On site & surrounding land use designated as Low Density Residential
- Proposed R-1 zoning compliments intent of Comprehensive Plan - Section 10-03-07(3)F
 - Max 3 DUA allowed; development slightly above at 3.16 DUA as a proposed deviation from standard

Proposed Zoning

- R-1; Low Density Residential with PUD

Land Use

The project is within the City's Area of Impact and contiguous with previously annexed property. Proposed zoning of R-1 is complementary to existing and proposed land uses. This area of Caldwell is transitioning from agricultural land use to low density, single-family residential. It is indicative and supported by the Caldwell 2040 Comprehensive Plan. R-1 zoning and primary use (Section 10-03-07(3)B) is conducive to the transitional nature of the land use, as there are existing agricultural grounds adjacent and in proximity to the development.

Utilities

Water: Individual services provided by the City of Caldwell. Water to be connected from existing 12" water main in Lincoln Rd.

Sewer: Individual services provided by the City of Caldwell. Sewer to be connected from sewer main extending through Huntington Ridge West, across the Tabor property with a 20-foot easement, and onto the site at Lot 18, Block 1. Sewer will gravity flow to a Lift Station at Lot 22, Block 7. A sewer force main will convey sewer from the lift station to the existing Franklin Regional Lift Station.

Irrigation: Individual pressure irrigation services are provided at the front of each lot and connected to an irrigation pump located at the pond in Lot 48, Block 7.

Stormwater

Internal site stormwater will be collected by each individual lot and routed to stormwater retention ponds or seepage beds on site. These are in Lot 1, Block 1; Lot 1, Block 2; Lot 1 & 25, Block 3; Lot 1 & 12, Block 4; Lot 14, Block 5; and Lot 49, Block 7.

Roadways & Access

Internal roadways on site are to be dedicated to the public and designed per City of Caldwell standards at 53-foot ROW with 5-foot attached sidewalk on either side. All residential lots are fronting local public roadways or have shared access to a local public roadway – Section 10-03-07(3)M. Several access approaches are provided throughout the site. As coordinated with City staff, McCutchen Ave, a classified *collector*, is proposed to be built from Lincoln Rd, west of Mosaics Public School, to the northern boundary of the site per the City's Master Transportation Plan. This alignment of the roadway does deviate from the original plan, as it is a planned section line corridor for Florida Ave. The original alignment has property lines that act as a barrier of creating an accessible north-south corridor, therefore, it's infeasible. The developer has agreed with the City to shift this alignment east, as shown in the preliminary plat, to provide necessary future roadway accessibility for future development north of Huntington Ridge East. The developer is to dedicate a 70-foot right-of-way for the function of this roadway, with 15-foot landscape buffers

side, adjacent to residential dwellings. Four full access approaches (Viridon St, Tannehill St & Candelaria Dr/Ct) will be provided along this corridor

Development frontage along Lincoln Rd, a *minor arterial*, is to have a 35-foot half-width dedicated right-of-way with an additional 20-foot landscape buffer. A full access approach will be provided at Lincoln Rd (Clemente Way) and will service as one of the main entry points of the subdivision with a 15-foot landscape strip on either side along the entirety of this local street corridor.

Lastly, per the City of Caldwell Master Transportation Plan, Aviation Way, a *minor arterial*, is to be extended northbound. A half-width dedication of 40-feet will be provided with an additional 20-foot landscape buffer. At this time, there will be no connection to Lincoln Rd as there is a private home between the eastern boundary of the subdivision and the point of connection of Lincoln & Aviation. Upon completion of buildout of Aviation, two full access approaches will be provided at Kiner Dr & Liriano Dr.

As per Sheet C0.0, Note 4, direct lot access will be prohibited onto McCutchen Ave, Lincoln Rd, and Aviation Way.

Traffic

Expected traffic impacts are provided by the submitted Traffic Impact Study (TIS) which includes both Huntington Ridge East and Huntington Ridge West (SUB21-000048). Recommendations for intersection and roadway segment improvements are provided in this study.

Parking – Section 10-03-07(3)L

Parking will be provided on each individual dwelling unit. All lots will have 2-3 parking spots in the garage and 2-3 parking spots in the driveway. For lots 45 feet in width and smaller, or cottage lots, one additional space is to be provided for every four residential units of such width. There is a total of 62 cottage lots, therefore 16 offsite parking spots are required and provided. These are centrally located amongst the cottage lots at Lot 14, Block 5.

Planned Unit Development Requirements – Section 10-03-07(2)

The development must be consistent with two of five requirements listed in Caldwell's Municipal Code. Huntington Ridge East is consistent with three.

Huntington Ridge East *offers a maximum choice of living environments by allowing a variety of housing and building types*. This development provides three different living options for a single-family detached dwelling. The types offered are a 2-car garage, 3-car garage, and cottage style lots – Section 10-03-07(3)G. This provides flexibility of housing products for a home buyer, effectively mixing varying income levels and housing products. The mixing of housing products will 'break up' the visual landscape of residential land use.

The project also *provides a layout which preserves and properly utilizes natural topography and geologic features, trees, scenic vistas, or other vegetation*. Mason Creek is a vital ecological waterway that transverses through the project. It is a natural space that is the home to local flora and fauna. This layout achieves

two

land

use



goals: providing much needed residential homes for a growing community, while also preserving natural, ecological resources. The clustering of higher density lots is traded off with the ample open space to preserve the Mason Creek corridor. It is a natural recreational source for residents, where an 8-foot pathway corridor will parallel the creek.

Huntington Ridge East also *is constrained or otherwise limited by some obstacle, feature, geometry, condition, or easement that interferes with applying standard development purposes*. As stated with the prior PUD requirement, Mason Creek encompasses an existing 130-foot easement, which transverses through much of the site. This easement utilizes and fragments much of the available land to be utilized for standard development. Due to the limitations of buildable land, the developer requests to deviate from development standards.

Imaginative/Unique Concepts, Innovations, and Designs – Section 10-03-07(3)E

A PUD must incorporate imaginative or unique concepts, innovations, and designs. Huntington Ridge East is to stagger the front setbacks of homes. Odd number lots will have a 15-foot setback to the front of livable space with a 20-foot set-back to the face of garage. Even number lots will have an 18-foot setback to the front of livable space, whereas the face of the garage will have a 23-foot setback. The mixed housing products throughout the site will additionally function as a visual ‘break up’ of sight lines. A recreational pond will be provided for residents at Lot 49, Block 7. This pond is to be a fishing pond with a dock, while functioning as a visual & recreational centerpiece of the development. The clustering of development while preserving a natural waterway is an incorporated innovative concept. Trading off clustered, dense residential land use with open space will minimize hard surface areas and enhance the quality of the development and waterway.

Landscaping & Amenities – Section 10-03-07(4)

All PUDs are to include five-foot micro pathways, eight-foot-wide paved major pathway(s), 10% of qualified open space, and varying bermed street landscape buffers. The first 5-foot concrete micro pathway will provide localized connectivity between Clemente Way & Tekulve Ct, along the southern bank of Mason Creek. It is located in Lot 16, Block 6. Another 5-foot concrete micro pathway is to be provided to connect at Kiner Dr and Mason Creek Pathway in Lot 49, Block 7 and travel eastbound behind Lots 41-48, Block 7 and end at Aviation Way. This will provide localized connectivity and access between the roadways and major pathway and for the proposed pond with a fishing dock.

The Mason Creek Pathway Corridor is to be provided along Mason Creek, per the City’s 2040 Bicycle and Pedestrian Master Plan. This will be an 8’ foot asphalt pathway with a 5-foot-wide landscape buffer on either side, providing localized access from the development’s sidewalks and micro pathways. This pathway is to begin at McCutchen Ave, just south of the intersection with Candelaria Dr, Lot 1, Block 3. It will travel east, behind Lots 2-11, Block 3 and end at Lot 12, Block 3 and the Candelaria/Sewell intersection. The Mason Creek Pathway is to continue north of Mason Creek at Lot 22, Block 7 and travel eastbound behind Lots 50-52, Block 7 and end at Kiner Dr. The last segment of the pathway begins at Lot 32, Block 6 and travels behind Lots 33-43, Block 6 along Mason Creek, and ends at Aviation Way.



Varying bermed landscape buffers are to be provided along the major roadways; McCutchen, Lincoln & Aviation.

The qualified open space at Huntington Ridge East is 12.4%, above the required minimum of 10%.

As required for a PUD, four amenities must be provided from the pre-approved list per City of Caldwell. The first amenity is a hard surface pickle-ball court to be provided at Lot 1, Block 3, between Mosaics Public School and proposed McCutchen Ave. A tot lot is also proposed at Lot 16, Block 7 along the 5-foot concrete micro pathway that connects Tekulve Ct to Clemente Way, just north of Mazeroski Ln. The third & fourth amenities are located at Lot 49, Block 7. This is proposed to be a fishing pond with access via a dock that is accessible by a micropathway.

Fencing

Perimeter 6-foot vinyl fencing will be provided for the development. 5-foot steel/iron view fencing will be provided for back of lots facing open space areas.

Floodplain

The development is within a mapped floodplain area designated AE, especially north of Mason Creek. Coordination and mitigation with FEMA will be required to construct homes with a LOMR map revision. The channel of Mason Creek is a mapped floodway, which no development is proposed in this area.

Architectural Renderings – Section 10-03-07(5)

Please see below for architectural renderings of each of the proposed housing products and landscaping features on site.



Cottage Lots





2-Car Garage Lots



3-

Car

Garage Lots



T-O ENGINEERS



Project Deviations – Section 10-03-07(6)

Caldwell Municipal Code (10-03-07(6)) supports the developer's request to deviate from the height, lot line setback, and lot dimension schedule found in Section 10-02-03. The developer request to deviate the setbacks, lot size, and lot width for R-1 zoning. Lot size and lot width is deviated from R-1 standards for the cottage lots. These lots will be a minimum of 4,194 s.f. with a minimum width of 40 feet. The deviations for setbacks apply to all lots and are set to be 15-foot rear and 5-foot interior side setbacks. Front setbacks are to be 15/18 feet to front of living areas and 20/23 feet to front of garage. Odd number lots are to have a 15-foot setback to front of living and 20-foot to front of garage. Even numbered lots are to have a 18-foot setback to front of living and 23-foot to front of garage. The typical for R-1 zoning is 20-foot front and rear and 6-foot interior side setbacks. The last requested deviation is for the maximum density of R-1 zoning. The maximum allowed is 3 DUA even with PUD since there are no proposed multi-family uses on site; however, this application requests to slightly exceed this with a 3.14 DUA.

Easements

A 10-foot slope easement will exist at the backs of Lots 2-7, Block 7, Lots 14-22, Block 8, and Lots 28-30, Block 9 to allow maintenance for sloped areas. Mason Creek is protected with a 130-foot easement centered along the flowline as it travels from the SE of the site to the NW. The easement roughly centers along the northern site boundary, where 74 – 75 feet of this easement is maintained. A 20-foot sewer easement will exist at Lot 18C, Block 1 of the development. This is to bring gravity sewer onto sight from the west at Huntington Ridge West. Lastly, a general utility, irrigation, and drainage easement of 10 feet will exist along all rear lot lines and adjacent o public right-of-way.

Phasing Plan – Section 10-03-07(3) P

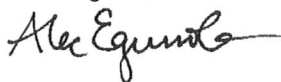
This development is to be constructed in a total of four (4) phases. Attached to this application is the phasing plan.

Conclusion

Thank you for your consideration for this project. We believe this will be a great, innovative, and collaborative project for the City of Caldwell, the developer, and the design team. We have worked comprehensively on this project to create a distinguishable, well-planned product and kindly ask for approval. If you have any questions and/or comments pertaining to Huntington Ridge East, please contact me with the information below.

Sincerely,

T-O Engineers



Alec Egurrola

Land Use Planner

ae gurrola@to-engineers.com

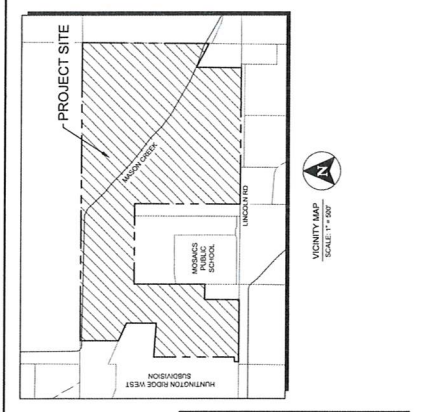
(208) 442 – 6300

A3

**PRELIMINARY PLAT FOR:
HUNTINGTON RIDGE EAST SUB
COVER**

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
322 N. BROADWAY EAST
NAPAA, CALIFORNIA 94950
707.442.4300 | WWW.T-OENGINEERS.COM

NO.	REVISIONS	DATE
1	ISSUED FOR PERMIT	01/27/2022
2	REVISED	02/02/2022
3	REVISED	02/02/2022
4	REVISED	02/02/2022
5	REVISED	02/02/2022
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100	REVISED	02/02/2022



- NOTES**
- THE PLANNING BOARD AND DESIGNER SHALL BE RESPONSIBLE FOR THE APPLICABLE ZONING REGULATIONS OF THE CITY OF CALDWELL. THE APPLICABLE ZONING REGULATIONS OF THE CITY OF CALDWELL SHALL BE AS FOLLOWS: R-1 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT.
 - GENERAL UTILITY, IRRIGATION, AND DRAINAGE SERVICES SHALL BE PROVIDED BY THE CITY OF CALDWELL. THE DESIGNER SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND DRAINAGE SERVICES. THE DESIGNER SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND DRAINAGE SERVICES. THE DESIGNER SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND DRAINAGE SERVICES.
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AREA AND LOT SUMMARY

DESCRIPTION	AREA (AC)	LOT COUNT
TOTAL AREA	60.77 AC	
TOTAL RESIDENTIAL AREA	57.77 AC	
TOTAL COMMON AREA	3.00 AC	
TOTAL IRRIGATION CANALS	0.00 AC	
TOTAL IRRIGATION RIGHTS OF WAY	0.00 AC	
TOTAL IRRIGATION RIGHTS OF WAY	0.00 AC	
TOTAL NUMBER OF LOTS	226	
TOTAL NUMBER OF COMMON LOTS	30	
PROPOSED RESIDENTIAL GROSS DENSITY	3.14 UNITS/AC	
AVERAGE RESIDENTIAL LOT SIZE	6056 SF	
TOTAL LOT AREA	17,672 SF	
PERCENTAGE OF COMMON AREAS	4.89%	

ZONING AND SETBACK
EXISTING ZONING: R-1 SINGLE-FAMILY RESIDENTIAL (R-1) (60.74 AC)
PROPOSED ZONING: R-1 SINGLE-FAMILY RESIDENTIAL (R-1) (60.74 AC)
SETBACKS: FRONT: 15 FT, SIDE: 10 FT, REAR: 10 FT, CORNER: 10 FT

FIRE DISTRICT
CALDWELL FIRE

SCHOOL DISTRICT
CALDWELL SCHOOL DISTRICT

IRRIGATION DISTRICT
FRANKLIN IRRIGATION DISTRICT

ROADWAY JURISDICTION
CITY OF CALDWELL

SEWER & WATER DISTRICT
CITY OF CALDWELL

LEGEND

- PROPOSED BOUNDARY LINE
- ROAD RIGHT-OF-WAY
- SECTION LINE
- ROAD CENTERLINE
- LOT NUMBER
- COMMON LOT NUMBER
- BLOCK NUMBER

OWNER 1: HUNTINGTON RIDGE LLC, 1800 DOWNEY BLVD, SUITE 114, EVANSTON, IL 60121

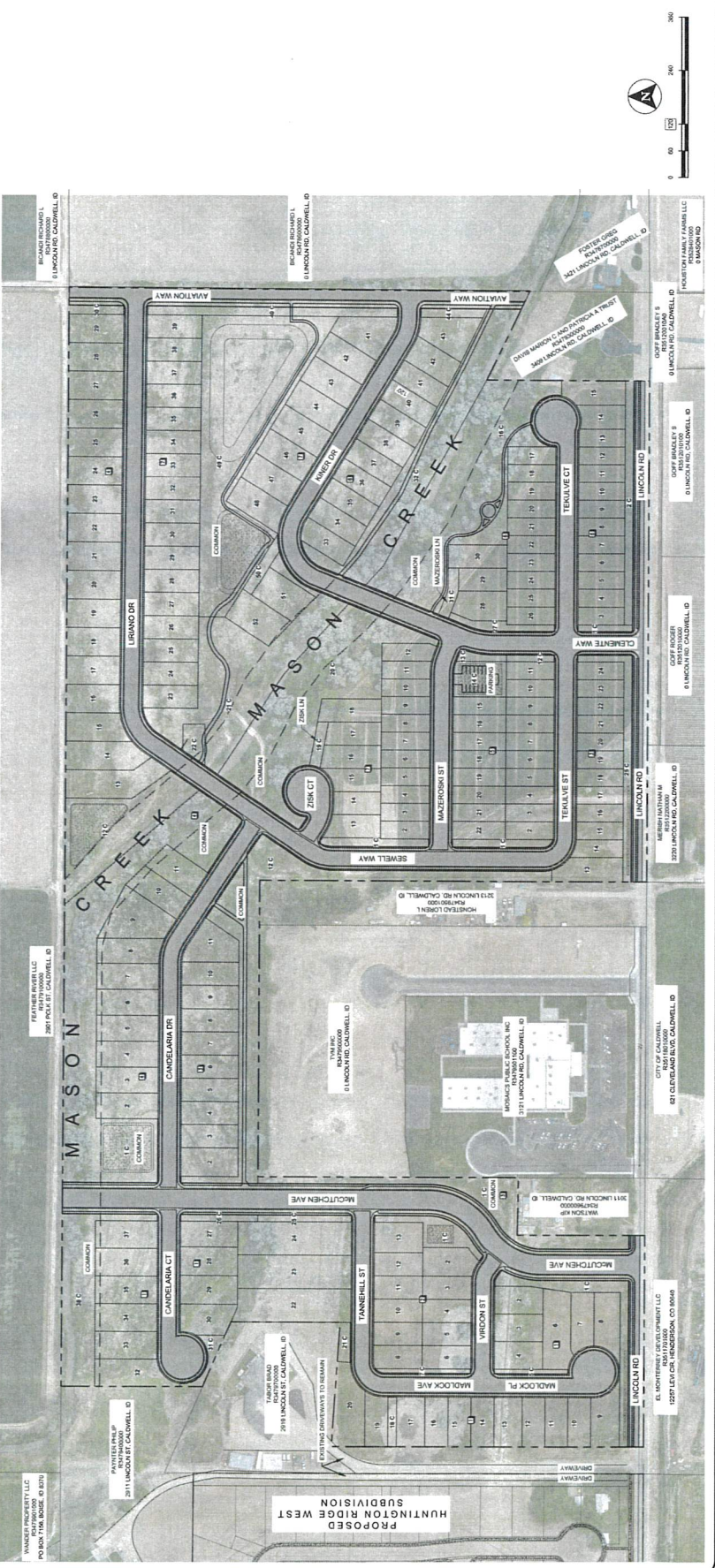
OWNER 2: BRAD THORNTON, 1000 N. 10TH ST, SUITE 100, CALDWELL, ID 83405

OWNER 3: 2011 LINCOLN RD LLC, 2011 LINCOLN RD, CALDWELL, ID 83405

DEVELOPER: THE INNOVATIVE DESIGN GROUP LLC, 1400 N. MAIN ST, SUITE 114, 322 N. BROADWAY WAY, NAPA, CA 94950

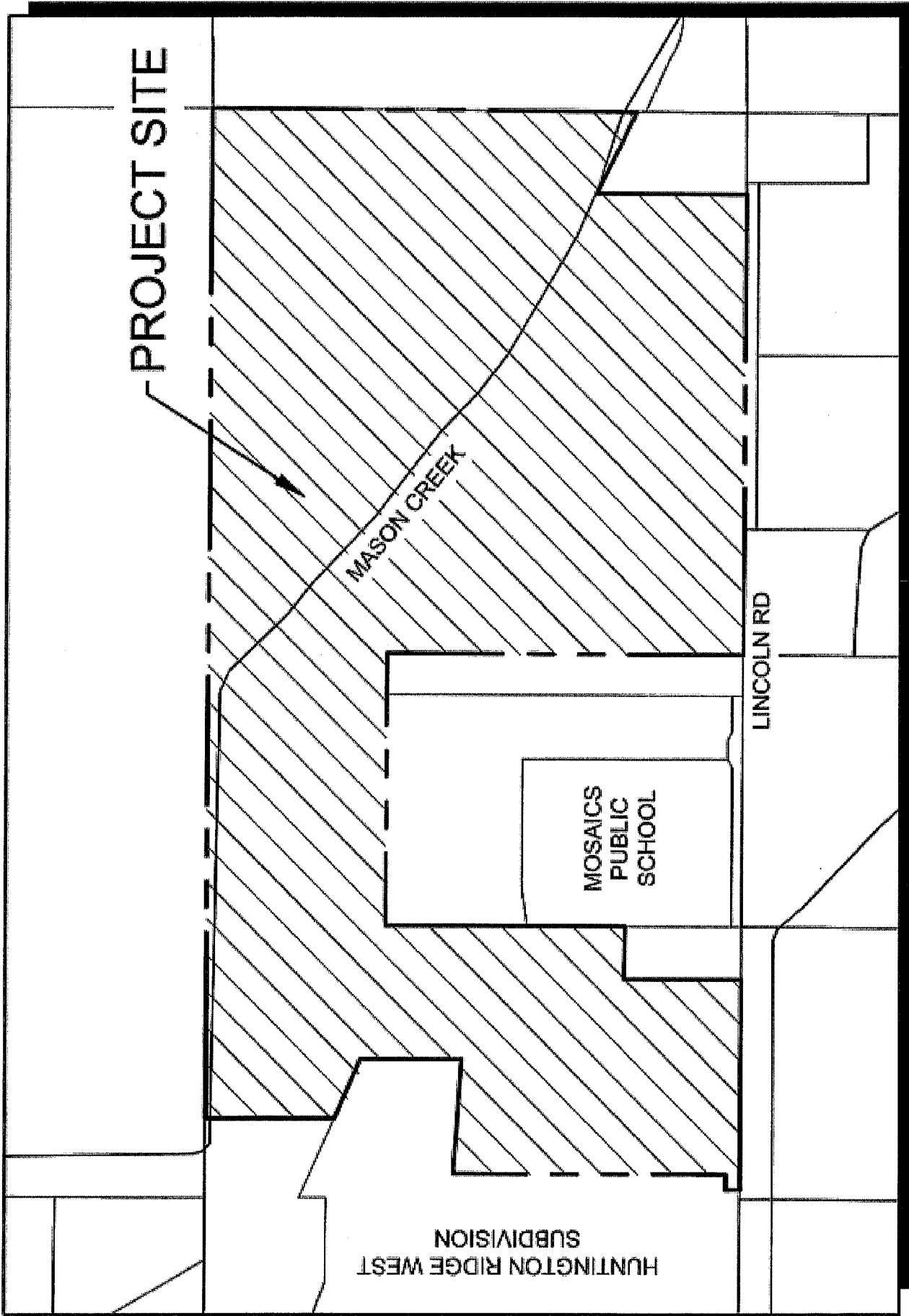
PLANNER: ALEC GOURDOLA, 2011 LINCOLN RD, CALDWELL, ID 83405

ENGINEER: T-O ENGINEERS, INC., 322 N. BROADWAY EAST, NAPAA, CA 94950



C.O.0

DATE: FEBRUARY 2022
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN



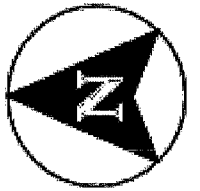
PROJECT SITE

MASON CREEK

MOSAICS
PUBLIC
SCHOOL

HUNTINGTON RIDGE WEST
SUBDIVISION

LINCOLN RD



VICINITY MAP
SCALE: 1" = 500'

A4



T-O ENGINEERS

Neighborhood Meeting Sign-In Sheet

Project: Huntington Ridge East

Date: February 2nd, 2022

Start Time: 6:00 PM

Location: 413 S. Voyage Ave, Caldwell, ID 83605

End Time: 7:00 PM

First & Last Name	Address	Phone/Email
1. JIMMOORE FOR MARION DAVIS	3409 LINCOLN RD. CALDWELL, ID 83605	208 459-8462 JIM AND KATHY MOORE @ YAHOO.COM
2. Brad Goff	3410 LINCOLN RD Caldwell, ID 83605	208-880-2303
3. Tim, Tiffany, Matt Hayden-Horn	1406 N. Main St. Ste 109, Meridian 83642	(208) 969-9785
4. Roger & Donna Goff	5022 Lasher Ln Caldwell	208-880-0994 208-459-7011
5.		
6.		
7.		
8.		
9.		

AS

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (“**Assignment**”) is entered into on April 13, 2021 (the “**Assignment Date**”), by and between 2919 Lincoln Road, LLC, an Idaho limited liability company (“**Assignor**”), and Bella Tierra Holdings, LLC, an Idaho limited liability company (“**Assignee**”). Assignor and Assignee may each be referred to herein individually as a “**Party**” and collectively as the “**Parties**,” as appropriate under the circumstances.

RECITALS

A. Assignor, as Buyer, entered into that certain RE-24 Vacant Land Real Estate Purchase and Sale Agreement dated January 21, 2021, as modified by that certain Addendum #1 dated January 21, 2021, as modified by that certain Addendum #2 dated January 25, 2021, as modified by that certain Addendum #3 dated January 28, 2021, and as modified by that certain Addendum #4 dated March 16, 2021 (collectively, the “**Purchase Agreement**”), with Richard Mitchell Bicandi and Roberta Bicandi (collectively, “**Seller**”), as Seller, in connection with the real property commonly known as 2909 Lincoln Rd., Caldwell, Idaho 83605, as more particularly described in the Purchase Agreement (the “**Property**”). All capitalized terms not otherwise defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

B. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of Assignor’s right, title, and interest in and to the Purchase Agreement, pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. As of the Assignment Date, Assignor irrevocably: (a) assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement; and (b) delegates to Assignee all of Assignor’s obligations, duties, and liabilities under the Purchase Agreement.

2. Assumption. As of the Assignment Date, Assignee irrevocably accepts the foregoing assignment and delegation by Assignor and assumes and agrees to be bound by all of the terms of, and to undertake all of the obligations, duties, and liabilities of Assignor contained in, the Purchase Agreement to the same extent as if Assignee were the original party to the Purchase Agreement.

3. Plans, Permits, and Approvals. Without limiting the generality of Section 1, the Parties acknowledge and agree that Assignor has assigned to Assignee, and will deliver to Assignee, all of Assignor’s right, title, and interest, if any, in and to the following as they relate to the Property (collectively, the “**Plans, Permits, and Approvals**”): any traffic impact fees and traffic impact fee credits; all annexation, zoning, plat (preliminary and final), architectural, site, landscaping, and other applications, approvals, and permits; all other development applications, approvals, permits, and rights; zoning certificates; all other authorizations and other entitlements; and all plans, specifications, reports, tests, studies, environmental assessments, and other similar documents and materials relating to the ownership, use, or development of the Property. As consideration for the Plans, Permits, and Approvals, Assignee shall pay \$40,000.00 to Assignor on or before April 14, 2021.

Alc

4. **Earnest Money.** The Parties hereby acknowledge and agree that pursuant to the Purchase Agreement, Assignor has delivered to Pioneer Title (“**Escrow Agent**”) the sum of \$100,000.00 in the form of earnest money (the “**Original Earnest Money**”). Without limiting the generality of Section 1 hereof, the Parties acknowledge and agree that Assignor has assigned all of Assignor’s right, title, and interest in and to the Original Earnest Money to Assignee, and Assignee has accepted and assumed the same. As consideration for the transactions contemplated herein, on or before April 14, 2021, Assignee shall pay \$100,000.00 to Assignor as a reimbursement of Assignor’s payment of the Original Earnest Money to Escrow Agent. For the avoidance of doubt, the Parties acknowledge and agree that the total due Assignor on or before April 14, 2021 under Section 3 and this Section 4 is the sum of \$140,000.00.

5. **Additional Consideration.** As additional consideration for the transactions contemplated herein, Assignee shall pay to Assignor \$400,000.00 upon Assignee’s closing on the Property in accordance with the terms of the Purchase Agreement, as may hereinafter be amended. The foregoing payment obligations are conditioned upon Assignee not having re-assigned the Purchase Agreement to Assignor pursuant to Section 6 or Assignor otherwise terminating the Purchase Agreement prior to the applicable payment dates.

6. **Re-Assignment.** In the event that Assignee decides to terminate the Purchase Agreement or otherwise decides not to close on the Property, for any reason or no reason whatsoever as determined by Assignee in its sole discretion, then Assignee shall give Assignor written notice of such decision (a “**Termination Notice**”). In such event, Assignor shall have the right (but not the obligation) to have the Purchase Agreement re-assigned to Assignor (the “**Re-Assignment**”). In order to exercise its right of Re-Assignment, Assignor shall have forty-eight (48) hours after its receipt (or deemed receipt) of the Termination Notice in which to notify Assignee in writing of the exercise of its right (a “**Re-Assignment Notice**”), which election is irrevocable once given. If Assignor elects a Re-Assignment and performs in accordance with the terms of this Section 6, then the Parties agree to execute an assignment and assumption on substantially the same terms as set forth in Sections 1, 2, 3, 7, and 10 hereof.

7. **Expenses.** Subject to the payments to Assignor described in Sections 3 and 4, each Party will bear such Party’s own costs and expenses (including legal fees and expenses) incurred in connection with the Property and in connection with the drafting and execution of this Assignment and the transactions contemplated hereby.

8. **Brokers.** The Parties agree that, upon closing, there is a real estate brokerage commission of \$15,000.00 payable to TOK LLC (“**Assignee’s Broker**”) in connection with this Assignment, which commission will be paid by Assignee. Each Party hereby represents and warrants to the other Party that no person or entity (other than Assignee’s Broker, as to Assignee only) can properly claim a right to a real estate commission, real estate finder’s fee, real estate acquisition fee, or other real estate brokerage-type compensation (collectively, “**Real Estate Compensation**”) based upon the acts or omissions of that Party with respect to the transaction contemplated by this Assignment. Each Party hereby agrees to indemnify, defend, and hold the other Party harmless from and against any and all loss, cost, liability, and expense (including but not limited to attorneys’ fees) resulting from any claim for Real Estate Compensation (except for the Real Estate Compensation due to Assignee’s Broker by Assignee) by any person or entity based upon such Party’s acts or omissions.

9. **Notice.** All notices, approvals, consents, requests, or elections required or permitted to be given under this Assignment shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed received upon the earlier of delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; (c) a nationally-recognized overnight delivery service

(e.g., FedEx), in which event such notice shall be deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service; or (d) email transmission, in which event such notice shall be deemed received upon transmission thereof unless the sender learns that the email did not reach the receiving 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. All such notices shall be addressed to the appropriate Party at the address set forth below, or at such other address as a Party may specify from time to time by notice to the other Party:

If to Assignor: 2919 Lincoln Rd, LLC
Attn: Martin Goodman
1388 Kettner Blvd, Unit 1102
San Diego, CA 92101-2777
Email: martygoodman@me.com

If to Assignee: Bella Tierra Holdings, LLC
Attn: Tim Mokwa
2464 SW Glacier Pl., Ste. 110
Redmond, Oregon 97756
Email: tmokwa@hayden-homes.com

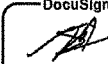
10. General Terms and Conditions. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Assignment and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Assignment or any amendments or exhibits to this Assignment. This is the entire Assignment of the Parties with respect to the matters covered hereby and supersedes all prior Assignments between them, written or oral. This Assignment is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the Parties. This Assignment shall be governed in all respects by the laws of the State of Idaho. Each Party agrees to take such further acts and execute such further documents and instruments as may be reasonably required to consummate the transactions set forth herein. The recitals to this Assignment are incorporated herein by reference as if set forth in their entirety herein. All time periods in this Assignment shall be deemed to refer to calendar days. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under this Assignment shall fall on a Saturday, Sunday, or holiday observed by the state courts sitting in Ada County, Idaho, such act or notice shall be deemed timely if performed or given, or notice shall be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in Ada County, Idaho. Time is of the essence with respect to each and every covenant and obligation under this Assignment. This Assignment may be executed in one or more counterparts, which taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Assignment via facsimile transmission or electronic mail shall be as effective as delivery of an executed original.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Assignment Date.

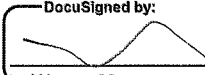
ASSIGNOR:

2919 Lincoln Road, LLC,
an Idaho limited liability company

By: 
Name: Martin Goodman
Its: Manager

ASSIGNEE:

Bella Tierra Holdings, LLC
an Idaho limited liability company

By: 
Name: Bill Parry
Its: Vice President



WIRE INSTRUCTIONS

Bank Information:

**Mountain West Bank, a division of Glacier Bank
2024 Caldwell Blvd.
Nampa, Idaho 83651**

Account Name: Alliance Title & Escrow, LLC

ABA/Routing No: 123171955

Account No: 832300002892

**Attn: Cheree Bartram
Re: 531556 -**

Please reference customer name or order number.

**Do NOT send an ACH Deposit or Direct Deposit to prevent delays in
completing your transaction.**

**1005 W Sanetta St., Nampa, ID 83651
Phone (208)465-6600
Fax (208)465-6603**

American Land Title Association

ALTA Settlement Statement - Buyer
Adopted 05-01-2015

File No./Escrow No.: 531556

Alliance Title & Escrow, LLC

Print Date & Time: 1/13/2022 8:35:54 AM

1005 W Sanetta St.

Officer/Escrow Officer: Cheree Bartram

Nampa, ID 83651
(208)465-6600Property Address: 0 LINCOLN ROAD
CALDWELL, ID 83605 (CANYON)
(R34792000 0)Buyer: HDP HUNTINGTON RIDGE, LLC
1316 Sherman Avenue
#215
Evanston, IL 60201Seller: PHILIP C. PAYNTER AND NEIL S. PAYNTER, CO-PERSONAL REPRESENTATIVES OF THE
ESTATES OF CHARLES S. PAYNTER, JR., AND NORMA A. PAYNTER, HUSBAND AND WIFE,
DECEASED, FILED AS CASE NO. CV1710815 IN THE THIRD JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF CANYON
17147 Mule Deer Lane
Caldwell, ID 83605

Settlement Date: 1/14/2022

Disbursement Date: 1/14/2022

Description	Buyer	
	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$2,450,000.00	
Earnest Money Deposited 1/4/2021 from Hayden Homes, LLC		\$150,000.00
Additional Deposit for Extension from Hayden Homes, LLC		\$50,000.00
Additional Deposit from Hayden Homes, LLC		\$50,000.00
Option Deposit from Hayden from Hayden Homes, LLC		\$1,225,000.00
Closing Costs Paid by from Hayden Homes, LLC		\$556.98
Prorations		
County taxes 1/1/2022 to 1/14/2022 @ \$359.54/Year		\$12.77
Title Charges		
Settlement or closing fee to Alliance Title & Escrow, LLC	\$550.00	
eRecording Fee paid to Simplifile - Buyer/Borrower to Alliance Title & Escrow, LLC \$4.75	\$4.75	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
Additional Settlement Charges		
Reimburse Earnest Money to Hayden Homes, LLC \$250,000.00	\$250,000.00	
	Debit	Credit
Subtotals	\$2,700,569.75	\$1,475,569.75
Due From Buyer		\$1,225,000.00
Totals	\$2,700,569.75	\$2,700,569.75

CONSUMER PROTECTION ALERT: Alliance Title & Escrow Corp. does not deliver wire instructions via e-mail to you or your agent, without a verbal request and confirmation of receipt, to include verification of the accuracy of wire information. If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Alliance Title & Escrow, LLC to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

HDP HUNTINGTON RIDGE, LLC

By: HDP Blue Investments II, LLC, a Delaware limited liability company

By: HDP Blue Holdings II, LLC, a Delaware limited liability company

By: HDP Blue Capital, LLC, a Delaware limited liability company

Christopher J Fiegen

By: Christopher J Fiegen, Its Manager

SETTLEMENT COORDINATOR

Cheree Bartram

Cheree Bartram

CONSUMER PROTECTION ALERT:

Wire fraud activity is real and the real estate industry has been targeted!

Alliance Title & Escrow, LLC does not deliver wire instructions via e-mail to you or your agent, under any circumstances. All wire instruction will be delivered thru Certifid, a secure portal.

If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

If you have already received wire instructions, please verify the accuracy of the account information with your escrow officer BEFORE wiring funds.

HDP HUNTINGTON RIDGE, LLC

By: HDP Blue Investments II, LLC, a Delaware limited liability company

By: HDP Blue Holdings II, LLC, a Delaware limited liability company

By: Grass Lake Capital, LLC, a Delaware limited liability company

DocuSigned by:

Christopher J Fiegen

7058D1B69C31402...

By: Christopher J Fiegen, Its Manager

1/13/2022 | 10:01 AM MST

Dated



1005 W Sanetta St., Nampa, ID 83651 (208)465-6600 Fax No. (208)465-6603
ESCROW CLOSING INSTRUCTIONS

Escrow No. 531556
Date: January 12, 2022

To: Alliance Title & Escrow, LLC

Before close of escrow Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon has or will deposit with you under these instructions the following:

(X) Executed Warranty Deed

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller Two Million Four Hundred Fifty Thousand Dollars and No Cents Dollars (\$2,450,000.00) subject to any charges and/or credits authorized herein; AND

HDP HUNTINGTON RIDGE, LLC has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

(X) Earnest Money in the amount of \$250,000.00 released to seller

() Proceeds of Loans (if any) in the amount of

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

- 1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Owners Policy in the amount of \$2,450,000.00 on the real property described in Title Commitment No. 531556 which the undersigned have read and approved, which will show record title vested in: HDP HUNTINGTON RIDGE, LLC free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions B1-19 as set forth in above referenced Title Commitment dated 12/21/2021 AND

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements(s) examined and approved by the parties hereto and by this reference made a part hereof.

Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein, OR delivered in accordance with the disbursement instructions attached.

Escrow holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:

Warranty Deed

- 2. You are instructed to prorate as of Date of Deed Recording the following:

Real Property Taxes

And it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in any prorate herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorated amounts provided above.

It is understood and agreed that the real property tax proration herein is based on 2021 taxes in the amount of \$359.54. The undersigned parties hereby affirm and agree that Escrow holder, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax and/or any subsequent tax, as shown in the tax statement(s) forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of this escrow. Escrow holder shall not be responsible or liable for any subsequent taxes that may arise as a result of real property taxes having previously been assessed as personal property taxes nor any reimbursements as required thereby.

I/We the Buyer(s) acknowledge that we have been credited for a pro-rata amount of Seller(s) taxes for the current year based on the last available information. I/We hereby agree to pay said taxes when they become due and payable.

Alliance Title & Escrow, LLC accepts no responsibility for and the undersigned hereby hold harmless Alliance Title & Escrow, LLC for the change in taxes levied from the previous year to the current year.

If Seller(s) have given the Buyer(s) excess credit based on the estimate as compared to actual figures, Buyer(s) agree to reimburse the Seller(s) for the difference, outside of escrow.

If Buyer(s) have not received enough credit based on the estimate as compared to actual figures, Seller(s) agree to reimburse Buyer(s), outside of escrow.

Buyer(s) or Seller(s) agree to reimburse one another within ninety (90) days from the date tax notices are received.

Seller(s) agree to promptly forward to Buyer(s) any tax bills received by Sellers(s) for the current year.

Buyer Initials CP

Seller Initials _____

3. All water, water rights and utility charges and changes of ownership, if applicable (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow. Escrow holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow holder has or may have other banking relationships and further consent to the retention by Escrow holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
Escrow holder shall not be responsible for the penalties, or loss of principal or interest or any delays in the withdrawal of funds which may be imposed by the depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall Escrow holder be liable for any loss or impairment of funds while those funds are in the course of collection or are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of financial institution, including any loss resulting from FDIC/FSLIC imposed regulations.
7. These instructions are effective for 14 days from date hereof; and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any Purchase and Sale Agreement, executed by the parties herein, and that said Purchase and Sale Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of any terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.
10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
11. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as Escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that the non-prevailing party, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The non-prevailing party shall be liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the non-prevailing party shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
13. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof not to exceed \$10.00 per month.
14. **NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to 15% for an individual, and 35% for an entity (such as trust/LLC/Corporation) based on the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Alliance Title & Escrow, LLC has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Alliance Title & Escrow, LLC is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. Alliance Title & Escrow, LLC is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Alliance Title & Escrow, LLC is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

ADDITIONAL INSTRUCTIONS

Based on our records, we believe that the legal description in the title commitment issued in conjunction with this closing fully describes the land you have requested we insure. To ensure that the proper parcel of land will appear on all documents and on policy of title insurance, we require verification and acceptance of the legal description used in the aforementioned commitment by the Buyer/borrower and/or seller in this transaction.

Buyer Initials: CJF Seller Initials: _____

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:
We have been specifically informed that Alliance Title & Escrow, LLC is not licensed to practice law and no legal or accounting advice has been offered by Alliance Title & Escrow, LLC or any of its employees. We have been further informed that Alliance Title & Escrow, LLC is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction. I/We have also been advised that we can obtain a copy of the privacy policy of Alliance Title & Escrow, LLC on line at www.alliancetitile.com/About/Privacy-Policy or by requesting it

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to herein.

These escrow-closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

We further understand that Alliance Title & Escrow, LLC assumes no liability as to any law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME

Buyer(s):

HDP HUNTINGTON RIDGE, LLC
By: HDP Blue Investments II, LLC, a Delaware limited liability company
By: HDP Blue Holdings II, LLC, a Delaware limited liability company
By: Grass Lake Capital, LLC, a Delaware limited liability company
DocuSigned by:
Christopher J Fiegen
795891966631402
By: Christopher J Fiegen, Its Manager

Seller(s)

Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estate of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

Philip C. Paynter, Co-Personal Representative

Neil S. Paynter, Co-Personal Representative

Forwarding Address:
1316 Sherman Avenue
Evanston, IL 60201

Forwarding Address:
17147 Mule Deer Lane
Caldwell, ID 83605

Preference for document copies (Please check all boxes that you require):

<input type="checkbox"/>	Paper Copy	<input type="checkbox"/>	Encrypted Email
<input type="checkbox"/>	USB Flash Drive	<input type="checkbox"/>	

The foregoing instructions have been acknowledged and received by Alliance Title & Escrow, LLC

By: Cheree Bartram Dated: January 12, 2022
Cheree Bartram



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:531556

FOR VALUE RECEIVED

Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

HDP HUNTINGTON RIDGE, LLC

whose current address is

**1316 Sherman Avenue #215
Evanston, IL 60201**



the grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

This parcel is a portion of the SW ¼ SE ¼ and of the SE ¼ SE ¼ of Section 14 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼ SE ¼, (CS1/16 Corner, Section 14) a found brass cap monument;

thence North 89°33'05" East along the North boundary of said SW ¼ SE ¼ a distance of 193.60 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 00°31'21" East a distance of 43.00 feet;

thence continuing North 89°33'05" East along said North boundary a distance of 1136.33 feet to the Northeast corner of the SW ¼ SE ¼, a found 5/8 inch diameter rebar;

thence North 89°32'57" East along the North boundary of the SE ¼ SE ¼ a distance of 1329.90 feet to the Northeast corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;

thence South 00°10'15" East along the East boundary of the SE ¼ SE ¼, a distance of 1049.11 feet to a point on the centerline of the Mason Creek Drain;

thence along said centerline bearing North 64°26'23" West a distance of 222.01 feet;

thence South 00°10'15" East parallel with the East boundary of the SE ¼ SE ¼ a distance of 372.00 feet to a point on the South boundary of the SE ¼ SE ¼;

thence South 89°39'12" West along the said South boundary a distance of 1125.87 feet to the Southwest corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;

thence North 00°20'41" West along the West boundary of the SE ¼ SE ¼ a distance of 878.10 feet;

thence South 89°35'12" West a distance of 855.15 feet to a found ½ inch diameter rebar;

thence North 66°38'01" West a distance of 306.02 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00°31'21" West parallel with the West boundary of the SW ¼ SE ¼, a distance of 319.50 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 12, 2022

Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estate of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

Philip C. Paynter, Co-Personal Representative

Neil S. Paynter, Co-Personal Representative

State of Idaho } ss.
County of Canyon }

On this _____ day of January, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Philip C. Paynter and Neil S. Paynter known or identified to me to be the person whose name is subscribed to the foregoing instrument as Co-Personal Representatives of the Estates of Charles S. Paynter, Jr. and Norma A. Paynter,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: Nampa, ID.
Commission Expires: 08-16-23



Read & Approved

Transaction Identification Data for reference only:

Issuing Agent: Alliance Title & Escrow, LLC
Issuing Office: 250 S 5th St., Ste. 100, Boise, ID 83702
Loan ID Number:
Customer Reference Number:
Issuing Office File Number: 531556
Property Address: 0 Lincoln Road, Caldwell, ID 83605
Revision Number: 4 to update proposed insured buyer

SCHEDULE A

- 1. Commitment date: **December 21, 2021 at 7:30 A.M**
- 2. Policy or Policies to be issued:

(a) **2006 ALTA® Owner's Policy**

Standard

Extended

Amount:

\$2,450,000.00

Premium:

\$5,950.00

^{DS}
WF

Proposed Insured:

HDP HUNTINGTON RIDGE, LLC

(b) **2006 ALTA® Loan Policy**

Standard

Extended

Amount:

Premium:

\$0.00

Endorsements:

Proposed Insured:

- 3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
- 4. Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:
Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon
- 5. The Land is described as follows:

See Attached Exhibit 'A'

Old Republic National Title Insurance Company

Authorized Signatory

File No. 531556

Exhibit 'A'

This parcel is a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, (CS1/16 Corner, Section 14) a found brass cap monument;

thence North 89°33'05" East along the North boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 193.60 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 00°31'21" East a distance of 43.00 feet;

thence continuing North 89°33'05" East along said North boundary a distance of 1136.33 feet to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;

thence North 89°32'57" East along the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 1329.90 feet to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;

thence South 00°10'15" East along the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 1049.11 feet to a point on the centerline of the Mason Creek Drain;

thence along said centerline bearing North 64°26'23" West a distance of 222.01 feet;

thence South 00°10'15" East parallel with the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 372.00 feet to a point on the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;

thence South 89°39'12" West along the said South boundary a distance of 1125.87 feet to the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;

thence North 00°20'41" West along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 878.10 feet;

thence South 89°35'12" West a distance of 855.15 feet to a found $\frac{1}{2}$ inch diameter rebar;

thence North 66°38'01" West a distance of 306.02 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00°31'21" West parallel with the West boundary of the SW ¼ SE ¼, a distance of 319.50 feet to the TRUE POINT OF BEGINNING.



**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
6. Intentionally deleted.
7. Intentionally deleted.
8. The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for HDP HUNTINGTON RIDGE, LLC, a limited liability company.
9. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of HDP HUNTINGTON RIDGE, LLC.

Note No. 1: We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: Charles S. Paynter, Jr., a married man dealing in his sole and separate property

Grantee: Charles S. Paynter, Jr. and Norma A. Paynter, husband and wife

Recorded: March 17, 1972

Instrument No.: 679619

Note No. 2: We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: Charles S. Paynter, Jr. and Norma A. Paynter, husband and wife

Grantee: Neil S. Paynter and Joy L. Paynter, husband and wife

Recorded: June 17, 1977

Instrument No.: 803460

Note No. 3: We find the following activity in the past 24 months regarding transfer of title to subject property:

Co-Personal Representative's Deed:

Grantor: Philip C. Paynter and Neil S. Paynter, as Co-Personal Representatives of the Estates of Charles S. Paynter, Jr. and Norma A. Paynter, deceased

Grantee: Philip C. Paynter, a single person

Recorded: March 16, 2020

Instrument No.: 2020-014273

Re-recorded: January 5, 2021

Instrument No.: 2021-000581

Note: Legal description to the property in question and other property deleted.

Note No. 4: We find the following activity in the past 24 months regarding transfer of title to subject property:

Quitclaim Deed:

Grantor: Philip C. Paynter, a single person

Grantee: Estates of Charles S. Paynter, Jr. and Norma A. Paynter

Recorded: December 1, 2020

Instrument No.: 2020-071380

Re-recorded: June 5, 2021

Instrument No.: 2021-000580

Note No. 5: Taxes, including any assessments collected therewith, for the year shown below are paid:

Amount: \$406.76

Year: 2020

Parcel No.: R34792000 0

Note No. 6: As of the date hereof there are no matters against HDP HUNTINGTON RIDGE, LLC which would appear as exceptions in the policy to issue, except as shown herein.

Note No. 7: In the event this transaction fails to close and this commitment is cancelled a fee may be charged complying with the state insurance code.

Note No. 8: According to the available County Assessor's Office records, the purported address of said land is:

NKA Lincoln Road, Caldwell, ID 83605

Note No. 9: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Nick Schug, whose direct line is (208) 895-7916, and your Escrow Officer is Cheree Bartram, whose direct line is (208) 465-6600.

A copy of our Privacy Policy is available on our website, via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.



**SCHEDULE B - SECTION II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. General Taxes for the year 2021 are paid
Parcel No.: R34792000 0
9. Levies and assessments of the Franklin Ditch Co., and the rights, powers and easements of said district as by law provided.
10. Levies and assessments of the Mason Creek Ditch Co., and the rights, powers and easements of said district as by law provided.
11. Levies and assessments of the Pioneer Irrigation District, and the rights, powers and easements of said district as by law provided.
12. Right-of-way for Mason Creek Drain and the rights of access thereto for maintenance of said drain.
13. Ditch, road and public utility easements as the same may exist over said premises.
14. Rights of the public in and to that portion of the premises lying within Lincoln Road.

DS
CWF

15. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
Book: 1 of Patents at Page: 168
Official Records: Canyon County.
16. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: United States of America, acting under the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388) known as the Reclamation Act
Purpose: To construct, operate and maintain Lower Mason-Creek Ditch
Recorded: November 17, 1914
Instrument No.: 63086
Book: 68 of Deeds, Page: 422
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: January 19, 1967
Instrument No.: 590393
18. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: September 5, 2002
Instrument No.: 200241217
19. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Record of Survey
Dated: June 14, 2019
Prepared by: Skinner Land Survey
Recorded: June 26, 2019
Instrument No.: 2019-028330
Fact(s): Location of Mason Creek drain in the SE1/4SE1/4 and the South fence line does not define boundary line in the SW1/4SE1/4
20. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

END OF SCHEDULE B

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: January 12, 2022 **File No.:** 531556

Property: 0 Lincoln Road, Caldwell, ID 83605

Buyer/Borrower: HDP HUNTINGTON RIDGE, LLC

Seller: Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:
Colliers Paragon, LLC
755 W Front St., Ste. 300
Boise, ID 83702
Phone: (208)345-9000
John.Starr@colliers.com
Attn: John Starr

Selling Agent:
TOK Commercial
250 S 5th St., Ste. 200
Boise, ID 83702
Phone: (208)378-4600
lenny@tokcommercial.com
Attn: Lenny Nelson

Lender:

Buyer/Borrower:
HDP HUNTINGTON RIDGE, LLC

Phone:

Attn:

Seller:
Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

Yes, it matters where you close.



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer

Cheree Bartram
1005 W Sanetta St.
Nampa, ID 83651
cheree.bartram@alliancetitle.com
(208) 465-6600

Title Officer

Nick Schug
nick.schug@alliancetitle.com
(208) 895-7916
250 S 5th St., Ste. 100
Boise, ID 83702

Email escrow closing documents to:

nampa@alliancetitle.com



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid government issued photo I.D.



ALLIANCE
TITLE & ESCROW

Title Fees & Breakdown

Coverage

Sales Price		\$2,450,000.00	
Owners Coverage	X	Standard Coverage	Extended Coverage
Loan Amount			
Loan Coverage		Standard Coverage	Extended Coverage
Underwriter		Old Republic National Title Insurance Company	

Title Policy Calculations For Disclosure

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan Policy	\$0.00	\$0.00	(Simultaneous Issue Credit) \$0.00
Owner's Policy		\$5,950.00	(Short Term Discount. – If Any) \$0.00

Other Borrower Fees

Endorsements:	
Inspection Fee	
Additional Chain	
Closing Protection Letter	

Recording Fees

Idaho	\$15 for a Deed under 30 pages. \$45 for a Deed of Trust or Mortgage under 30 pages. Otherwise, \$10 first page, \$3 for each additional page
Montana	\$7.00 per page for a conforming document. Add \$10.00 per document if the document is non-conforming (outside the required margins etc.)
Washington	\$103.50 for the first page of a Deed and \$104.50 for the first page of a Deed of Trust with, \$1 for each additional page
Wyoming	\$12 for the first page, \$3 for each additional page
E-File Fees	An additional \$4.50 per document in Idaho. An additional \$5.00 per document in Wyoming & Montana. An additional \$4.50 per document in Washington.



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

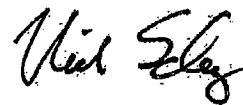
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Issued through the Office of Alliance Title & Escrow, LLC
250 S 5th St., Ste. 100, Commercial
Boise, ID 83702
(208)947-9100

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Signatory

By  President
Attest  Secretary



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.



- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is entered into by and between **HDP HUNTINGTON RIDGE LLC**, a Delaware limited liability company (“**Seller**”), and **HAYDEN HOMES IDAHO, LLC**, an Idaho limited liability company (“**Buyer**”, and collectively “**Parties**”), as of January 14, 2022 (“**Effective Date**”) with reference to the following facts:

A. Buyer, directly or indirectly through one or more affiliates (each, including Buyer, a “**Buyer Entity**”), has previously entered into a binding purchase agreement on December 14, 2020 to acquire the land described in Exhibit A attached hereto (the “**Property**”), located in Canyon County (“**County**”), Idaho, from the current owner (“**Existing Land Owner**”) subject to the terms and conditions of the contract attached hereto as Exhibit B (as amended to date, the “**Land Purchase Contract**”). The Property currently consists of a total of 50.0 unentitled acres expected to ultimately result in a total of one hundred five (105) entitled single-family house lots (each a “**Lot**” and collectively the “**Lots**) and common area and the configuration is illustrated on the Preliminary Plat attached hereto as Exhibit C (“**Preliminary Plat**”).

B. Simultaneous with the Effective Date and as a condition of this Agreement, the Buyer Entity shall legally assign and transfer to the Seller certain purchase rights under the existing Land Purchase Contract in the form attached hereto as Exhibit D (“**Land Purchase Assignment Agreement**”). For purposes of this Agreement, the “**Land Acquisition Cost**” shall refer to the total purchase price to be paid by the Seller to the Existing Land Owners for the Property at closing under the Land Purchase Contract, subject to all applicable prorations and adjustments thereunder, and (ii) the “**Land Acquisition Date**” shall refer to the date(s) upon which the Seller purchases the Property from the Existing Land Owner.

C. Seller and Buyer are entering into this Agreement as a unified “land bank” transaction, wherein the Buyer Entity is assigning the existing Land Purchase Contract to Seller and Seller is, pursuant to the terms hereof, (i) granting to Buyer an exclusive, irrevocable (except as provided herein) right to seek to entitle the Property and subdivide the same (upon the recording of a Final Plat or otherwise) into single family house lots and associated common area, and (ii) agreeing to sell the Property to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **PURCHASE AND SALE.**

(a) Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer the Property, together with all rights, privileges, easements and other appurtenances thereto, which

shall be deemed included in the term Property, subject to and in accordance with the terms of this Agreement. The total purchase price for the Property (the “**Aggregate Purchase Price**”) shall be the sum of (i) the Land Acquisition Costs (defined below) plus (ii) the aggregate amount of Interim Installment Payments (defined below) payable in accordance with the provisions of Section 2 below.

(b) Prior to Closing (defined below), Buyer may: (i) make inquiries of and to third parties, including, without limitation, any local, municipal, regional, provincial, state or federal governmental or quasi-governmental authority, or any political subdivision thereof, and any other department, commission, board, agency, authority, instrumentality or other political subdivision having jurisdiction over Buyer or the Property or the potential entitlement of the Property for contemplated development (individually, a “**Governmental Authority**” and, collectively, “**Governmental Authorities**”), in order to investigate any aspect of the Property or the entitlement thereof. Seller agrees to provide Buyer with any letters of consent or authorization as may be requested or desired by Buyer authorizing Buyer the right to access and inspect, and obtain the release of, information pertaining to the Property or the entitlement thereof which is on file with any Governmental Authority.

(c) Prior to Closing, Buyer shall be obligated in good faith and with commercially reasonable diligence to pursue approvals (general plan, specific plan, site plan, and otherwise), consents, zoning changes, variances, ordinances, permits (including vesting tentative tract map), capacity allocations and other approvals, agreements and land use entitlements as may be necessary or required to permit the subdivision of the Property into lots for single family homes (and/or, if required by the applicable governmental authorities, multifamily residential and/or commercial parcels) and associated common areas (collectively, the “**Entitlements**”). Seller shall cooperate with Buyer in connection with Buyer’s efforts to obtain all of the Entitlements, including, without limitation, the joinder in or execution of applications, requests, petitions, support letters and other submittals, attendance at meetings or hearings and initiation or joinder in other actions all as may be necessary or required in connection with Buyer’s pursuit of the Entitlements, provided that all of the foregoing shall be at Buyer’s sole cost and expense and without any obligation of Seller to reimburse Buyer all or any portion thereof. Until such time as Entitlements are obtained by Buyer, all of the Property shall be known and defined as “Unentitled Property.” In the event that Entitlements are obtained for any portion of the Property, that portion shall be known and defined as “Entitled Property.”

(d) The Buyer shall seek to obtain Entitlements for the Property as a single parcel of land (“**Parcel**”) and thereafter purchase such Parcel in accordance with the terms hereof pursuant to the schedule attached hereto as **Exhibit E** (the “**Land Takedown Schedule**”). The Land Takedown Schedule is based on the assumption that the Parcel will be purchased by the Buyer upon the targeted date by which the Entitlements have been received for such Parcel. In the event that the Entitlements for any portion of the Property are obtained other than as defined in the Land Takedown Schedule, the Buyer shall complete the purchase of such portion of the Property within forty-five (45) calendar days following the date upon which such Entitlements are obtained. Regardless of the actual purchase date of any portion of the Property, the Buyer shall be obligated to purchase the entirety of the Property no later than September 30, 2022 (the “**Outside Closing Date**”) regardless of whether or not all the Entitlements as to all or any portion of the Property have been obtained by that time.

(e) The Land Purchase Contract is structured with one closing for 50.0 acres which shall be completed by 1/14/22. Pursuant to the Assignment Agreement, the Seller shall assume all rights and obligations from the Buyer Entity as related to this closing. The Property is part of a larger land

assemblage being completed by the Buyer which includes three separate parcels totaling 88.6 unentitled acres and an expected 270 house lots. The Seller shall have the option to finance (i) the purchase of the additional two parcels and (ii) the subsequent land development of all the parcels on terms as already agreed by the Parties.

(f) Prior to the Land Acquisition Date, the Buyer will have funded a total non-refundable land purchase deposit to the Existing Land Owner totaling One Million Two Hundred Twenty Five Thousand and 00/100 Dollars (\$1,225,000.00) ("**Buyer Capital Contribution**"). The Buyer Capital Contribution shall be credited at the time of closing with the Seller funding the balance of the Land Acquisition Cost in the amount of One Million Two Hundred Twenty Five Thousand and 00/100 Dollars (\$1,225,000.00) ("**Seller Capital Contribution**").

2. **PAYMENT OF PURCHASE PRICE; INTERIM INSTALLMENT PAYMENTS.**

(a) Beginning on March 1, 2022 and continuing on the first day of each calendar quarter thereafter (each, an "**Interim Installment Payment Date**") and on the Termination Date (defined below), Buyer shall pay Seller an amount (each, an "**Interim Installment Payment**") equal to the product of (A) the Unreimbursed Land Acquisition Costs (defined below) from time to time outstanding, multiplied by (B) eighteen percent (18.0%) per annum for the Unentitled Property owned by Seller and (C) sixteen percent (16%) per annum for the Entitled Property owned by Seller. Each Interim Installment Payment is fully earned and due and payable as of each Interim Installment Payment Date and the Termination Date, and shall not be refundable to Buyer for any reason, but shall be applied toward the Purchase Price. As used herein, (I) the term "**Unreimbursed Land Acquisition Costs**" means the amount by which (x) the Land Acquisition Costs funded by Seller exceeds (y) the aggregate amount of Purchase Prices (defined in Section 2(b) below) theretofore paid by Buyer to Seller in connection with Buyer's purchases of portions of the Property as contemplated herein. As of the Land Acquisition Date, the Unreimbursed Land Acquisition Costs equals the Land Acquisition Costs and (II) the term "**Termination Date**" means the earlier of (x) such time as the Buyer has purchased and fully-paid for all of the Property, or (y) the termination of this Agreement in accordance with the terms set forth herein. Each Interim Installment Payment shall be computed on the basis of a three hundred sixty-five (365) day year but for the actual number of days outstanding, and shall be payable in arrears. If any payment date is not a business day, the applicable payment shall be due and payable on the next succeeding business day.

(b) In connection with the closing by the Buyer of the purchase of the Parcel, or any other applicable portion of the Property that has obtained Entitlements, Buyer shall pay Seller an amount (the "**Purchase Price**") equal to the product of (i) the Land Acquisition Cost times (ii) the applicable percentage of the Property (on a square foot basis) which is then being purchased. If in connection with obtaining Entitlements any portion of the Property is required to be dedicated or conveyed for public purposes, such portion shall no longer constitute part of the "Property" for purposes of this Agreement, such that in connection with calculating Purchase Prices for portions of the Property (calculated as hereinabove set forth based on a percentage of the overall Property being purchased at any given time) the aggregate total of Purchase Prices to be paid for the Property shall equal the Aggregate Purchase Price. In the event Buyer shall fail to pay the applicable Purchase Price in a timely manner for any portion of the Property as required pursuant to the provisions of Section 1(d) above, or shall fail to pay the Aggregate Purchase Price by the Outside Closing Date, Seller shall have no further obligation to sell

any portion of the Property to Buyer and shall have the same rights and remedies as accrue to Seller under the provisions of Section 16(b) hereof upon a default by Buyer of its obligations hereunder.

3. **ENTITLEMENT COSTS.** Any and all costs incurred in connection with obtaining Entitlements shall be incurred by Buyer at its sole cost and expense and shall not be subject to reimbursement by Seller.

4. **MATERIALS; LICENSE TO ENTER.**

(a) **Materials.** Each party shall deliver to the other party, within five (5) business days after its receipt thereof, copies of all applicable permits and approvals, appraisals, surveys, tests, studies, and environmental reports ("**Materials**") obtained by either party in connection with the Property. Notwithstanding the foregoing to the contrary, Buyer shall not be obligated to deliver to Seller, and Seller shall have no right to review, any proprietary information of Buyer concerning Buyer's contemplated construction activities on the Property after obtaining the Entitlements and acquisition by Buyer, including, without limitation, Buyer's proformas and Buyer's architectural and building plans.

(b) **License to Enter.** Buyer shall have the right, license, permission and consent for Buyer and Buyer's agents, representatives, employees and independent contractors to enter upon the Property for the purposes of performing tests, studies, investigations and analyses thereon, at its sole cost and expense. During the term of this Agreement, Buyer shall, at its sole expense, procure and maintain (and shall require all consultants of Buyer accessing the Property to procure and maintain) commercial general liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Property, or resulting from the use or maintenance thereof, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000.00 in the general aggregate, with no less than \$1,000,000 of primary coverage. The liability policies shall name Seller, all lenders secured by all or part of the Property, and any other parties reasonably designated by Seller as additional named insureds. The policies shall be issued by insurance companies authorized to do business in the State where the Property are located, and approved by Seller, which approval will not be unreasonably withheld. The policies shall provide that no cancellation, alteration or non-renewal of said insurance shall be effective unless the insurance company issuing such policy gives Seller and its lender, if any, at least thirty (30) days prior written notice thereof. The policies shall provide that it will be primary to any insurance policy otherwise purchased by Seller. Buyer shall indemnify and hold Seller harmless from and against any damages that may be incurred by Seller as a result of the actions by Buyer, its agents, representatives, employees and independent contractors, in conducting activities on the Property, except for (i) those arising from the gross negligence or intentional misconduct of Seller and its agents, representatives, employees or independent contractors, (ii) any latent defects in the Property, or (iii) the existence of Hazardous Materials (defined in Section 6(c) below) on the Property not introduced by Buyer, any Buyer's agents, representatives, employees and independent contractors, or consultants at any time prior to or during the term of this Agreement. Buyer shall conduct its investigations at its sole cost and expense and shall not cause or permit any liens to be placed of record on the Property.

5. **TITLE.** At least ten (10) days prior to the first Closing (hereinafter defined), Buyer shall obtain a title insurance commitment, together with all underlying documents referenced therein ("**Title Commitment**"), from a title company approved by Seller in its sole and absolute discretion ("**Title Company**"). At each Closing, Buyer shall be entitled to obtain a standard ALTA Owner's policy ("**Title**

Policy”) as to the portion of the Property being purchased in the amount of the applicable Purchase Price, without exception for any matters other than (a) the matters set forth on the title policy received by Seller in connection with Seller’s acquisition of the Property, and (b) such other matters as may be the subject of obtaining the Entitlements (collectively, the “**Permitted Exceptions**”). If the Title Commitment reflects any matters other than the Permitted Exceptions, then Buyer may notify Seller at least five (5) days prior to the Closing, and the cure of such item shall be a condition to such Closing, provided that Seller shall have no obligation to effectuate any such cure unless such item shall have arisen as a direct result of Seller’s actions or negligent omissions. At each Closing, Seller shall cause to be satisfied all Schedule B-I requirements required to be satisfied by Seller, and Seller shall deliver a standard Owner’s Affidavit to the Title Company (in form and content reasonably acceptable to Seller) to enable Title Company to delete all Schedule B-II standard exceptions, except for survey matters unless Buyer delivers a survey with respect to the portion of the Property being acquired. The costs associated with the issuance of the Title Commitment and the Title Policy shall be borne by Buyer.

6. **OBLIGATIONS OF BUYER.** It is the intention of the Parties that Seller shall not be required, during the Term of the Agreement, to incur any expense or other charge applicable to the Property except for payment of the Land Acquisition Costs as expressly set forth herein. All taxes, fees, dues, assessments, impositions, insurance premiums, utility costs, repair and maintenance expenses and other obligations of whatsoever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen, and of every kind and nature payable by the Seller as the owner of the Property shall be paid or discharged by Buyer. Seller shall deliver to Buyer all tax bills and appraisal notices on the Property within five (5) business days after Seller’s receipt thereof. A copy of each tax payment made to the applicable taxing authority for taxes attributable to the Property owned by Seller shall be sent to Seller promptly upon submission of same. Buyer hereby assumes the liability for and agrees to pay all reassessments, transfer taxes, sales taxes, transaction privilege taxes and other or similar taxes or charges owing in connection with Buyer’s obtaining of Entitlements for the Property and acquisition of the Property from the Seller. Upon the termination of this Agreement, Buyer shall immediately pay to Seller all unpaid taxes and assessments and all other sums for which Buyer is responsible which accrued or became payable during the Term of this Agreement with respect to any portion of the Property not acquired by Buyer.

7. **SELLER’S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant thereto on behalf of Seller are and shall be duly authorized to sign the same on Seller’s behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transactions contemplated hereby will not result in a breach of or constitute a default or permit accelerations of maturity under any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller is subject or by which Seller is bound.

(b) As of each Closing, to Seller’s knowledge, there is no litigation or proceeding pending, threatened or contemplated against or relating to the Property.

(c) As of each Closing, and since Seller's acquisition of the Property, to Seller's knowledge Seller has not used any Hazardous Materials (defined below) on, from or affecting the Property in any manner that violates any applicable Environmental Law. "**Hazardous Materials**" means (i) any "hazardous waste," any "hazardous substance," and any "oil, petroleum products, and their by-products," as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Property, as the same may be amended from time to time, and including any regulations promulgated thereunder, and (ii) any substance the presence of which on the Property is regulated or prohibited by any Environmental Law.

Except as expressly set forth in this Agreement or any documents delivered at any Closing, Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the Property, zoning, the suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, the availability of water, sewer or other utility service, or any other matter affecting or relating to the Property, its development or use including but not limited to, the Property's compliance with any Environmental Laws (defined below). Neither party is relying on any statement or representations made by the other not embodied herein. Buyer hereby expressly acknowledges that no such warranties and representations have been made, except as expressly set forth in the Agreement or in any documents delivered at any Closing; that it shall be Buyer's obligation to obtain and pay for all commitments for water, sewer and other utilities and to pay the commitment, impact, tap in or other fees and charges therefor. Buyer acknowledges that the provisions of this Agreement for inspection and investigation of the Property are adequate to enable Buyer to make Buyer's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, zoning, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, the availability of water, sewer or other utility service or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any Environmental Laws. Buyer further acknowledges it has inspected the Property or has caused or will cause such inspection to be made and is or will be thoroughly familiar and satisfied therewith, and, if approved during the Inspection Period, agrees to take the Property in their physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the date of each Closing, subject to the express conditions of this Agreement. Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this Agreement. In particular, but without in any way limiting the foregoing, Buyer hereby releases Seller from any and all responsibility, liability and claims for or arising out of the presence on or about the Property (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Law, including without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste. As used herein, "**Environmental Law**" shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which Buyer or the Property is bound, pertaining to the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Air Act, as amended and in the statutes together with the rules adopted and

guidelines promulgated pursuant thereto, and all similar statutes together with rules adopted and guidelines promulgated pursuant to the foregoing.

8. **COVENANTS OF THE PARTIES.**

(a) **No Further Encumbrances.** From and after the Effective Date through the expiration or termination of this Agreement in accordance with the terms hereof, Seller shall not enter into any contract or instrument, nor grant or consent to any mortgage, pledge, hypothecation or other encumbrance that will affect title to the Property, without Buyer's consent. Seller and Buyer shall at all times keep the portion of the Property owned by Seller, from time to time, free of any mechanics' or materialmen's liens or other liens arising by, through or under such party.

(b) **No Negotiations.** From and after the Effective Date through the expiration or termination of this Agreement in accordance with the terms hereof, Seller shall not negotiate or enter into any other agreements for the sale, option, or transfer or conveyance of the Property or any interest therein to any other person or entity.

(c) **Notice of Actions.** Seller and Buyer, as applicable, shall promptly advise each other in writing of any notices of violations received by such party from governing authorities having jurisdiction over the Property (each an "Authority" and, collectively, the "Authorities") concerning the Property and of any litigation, arbitration, or administrative hearing concerning the Property.

9. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller that Buyer is fully authorized and empowered to enter into this Agreement and to consummate the transactions contemplated hereunder. The individuals signing this Agreement and all other documents executed or to be executed pursuant thereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms, and the transactions contemplated hereby will not result in a breach of, or constitute a default or permit accelerations of maturity under any indenture, mortgage, deed of trust, loan agreement or other agreement to which Buyer is subject or by which Buyer is bound.

10. **CONDITIONS PRECEDENT TO CLOSING.** The obligation of Buyer to consummate any and each Closing shall be subject to the following condition precedent: The Title Company shall be irrevocably committed to issue the Title Commitment at the applicable Closing and the Title Policy promptly after the applicable Closing.

11. **CLOSING PROCEDURES.**

(a) **Closings.**

(i) Each closing of the sale and purchase of all or any portion of the Property under this Agreement shall be referred to as a "Closing," and the date thereof shall be referred to as a "Closing Date."

(ii) If Buyer desires to purchase any portion of the Property in advance of obtaining Entitlements, then Buyer shall so notify Seller in writing at least ten (10) days prior to the desired date for Closing.

(b) Place. Closings shall be conducted by mail away procedure.

(c) Items to be Delivered by Seller at Closing. At each Closing, Seller shall deliver or cause to be delivered to the Title Agent each of the following items:

(i) A special warranty deed (“**Deed**”) duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) An owner’s affidavit running in favor of the Title Company, and otherwise in form sufficient and acceptable to the Title Company to delete the standard owner’s exceptions from the Title Commitment and the Title Policy;

(iii) An affidavit in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended. If Seller fails to deliver such affidavit, Buyer may withhold from the Purchase Price and pay to the Internal Revenue Service the amount required by Section 1445 and applicable regulations;

(iv) A closing statement;

(v) Such evidence that may be reasonably required by the Title Company to evidence the status and capacity of Seller and the authority of the persons who are executing the various documents on behalf of the Seller; and

(vi) Such other documents and instruments as Buyer or the Title Company shall reasonably request in order to effectuate the contemplated transaction.

(d) Items to be Delivered by Buyer at Closing. At each Closing, Buyer shall deliver to Title Agent the following:

(i) The Purchase Price for the portion of the Property then being purchased;

(ii) A Waiver and Release Agreement, in form and content acceptable to Seller, pursuant to which Buyer shall waive and release Seller from any and all claims, demands, damages, losses, liabilities, actions, causes of action, or suits of any kind or nature whatsoever arising from or relating in any way to the portion of the Property that is the subject of such Closing, except for claims arising under this Agreement or the Deed; and

(iii) A closing statement.

(e) Closing Costs. Seller shall be responsible and pay for, with respect to each Closing, any corrective title instrument required by the terms of this Agreement. Buyer shall be responsible and pay for, with respect to each Closing, (i) all costs of the Title Commitment, (ii) the

premium for the Title Policy, (iii) all recording fees and documentary transfer taxes for each Deed and any easements, (iv) the cost of any mortgagee's title insurance policy and associated endorsements required by Buyer, (v) the cost of any individual survey Buyer elects to obtain, and (vi) any document preparation and/or closing fee charged by the closing agent. Each party shall pay its own attorneys' fees and expenses.

12. **RIGHT TO POSSESSION.** At each Closing and as a condition thereto, Buyer shall be given full, unrestricted right to and exclusive possession of the applicable portion of the Property, and Seller will take such action as may be appropriate or required to assure Buyer of uninterrupted and full possession of such portion of the Property immediately following the applicable Closing.

13. **RISK OF LOSS; CONDEMNATION.** In the event that any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under the provisions of eminent domain, such event will not affect either of Seller's or Buyer's rights or obligations hereunder, but at the applicable Closing, either (a) in the event of a casualty, either Seller shall have repaired the damages caused by such casualty or Buyer shall be entitled to receive an assignment of the proceeds of any casualty insurance otherwise payable to Seller, and/or (b) in the event of a taking, Seller shall assign to Buyer its rights to any condemnation proceeds resulting from such taking and shall not make any settlements without Buyer's prior written approval not to be unreasonably withheld, conditioned or delayed.

14. **BROKERS.** Each party represents and warrants to the other that no brokers or finders have been engaged by it in connection with any of the transactions contemplated by this Agreement, or, to its knowledge, is in any way connected with any such transactions. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then each party shall indemnify, hold harmless, and defend the other party from and against any such claim based upon any statement or representation or agreement made by or allegedly made by the indemnifying party. This indemnity shall survive each Closing and termination of this Agreement.

15. **FURTHER ASSURANCES.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

16. **DEFAULT.**

(a) **Default by Seller.** If Seller (i) fails to timely comply with any condition, covenant, or obligation of Seller hereunder, such failure shall be a default if Seller fails to cure any such default within thirty (30) days after receipt of Buyer's written notice of default, or (ii) becomes the subject of a voluntary or involuntary bankruptcy, assignment for the benefit of creditors, receivership or similar action, then Buyer shall be entitled to (a) terminate this Agreement by giving written notice thereof to Seller, following Seller's failure to cure during the 30-day period to the extent applicable, or (b) upon notice to Seller not more than ten (10) days after Purchaser becomes aware of such default, and provided an action is filed within thirty (30) days thereafter, enforce specific performance of Seller's obligations under this Agreement. Buyer's failure to file an action to seek specific performance as aforesaid shall

constitute its election to proceed under clause (a) above. In no event shall Buyer be entitled to any damages or have the right to pursue any remedies other than as set forth in this paragraph.

(b) Default by Buyer. If (i) Buyer fails to timely comply with any condition, covenant, or obligation of Buyer hereunder, such failure shall be a default if Buyer fails to cure such matter within thirty (30) days after receipt of Seller's written notice of default (including as to a failure to close to maintain the Option as and when required), or (ii) Buyer becomes the subject of a voluntary or involuntary bankruptcy, assignment for the benefit of creditors, receivership or similar action, then in any such event (each, a "**Buyer Default Event**") Seller shall have the right (a) to terminate this Option Agreement by giving written notice thereof to Buyer, whereupon neither party shall have any further rights or obligations hereunder (except for the provisions hereof which expressly survive termination), and (b) to seek such other remedies as may be available at law or in equity. In addition to the foregoing, Buyer hereby agrees, acknowledges and confirms that (A) as a condition precedent to Seller's execution of this Agreement, Buyer, in its capacity as a constituent member in Seller, has executed and delivered to HDP BLUE INVESTMENTS II LLC ("**HDP Member**"), the only other constituent member in Seller, an Assignment, Pledge and Security Agreement of even date herewith (the "**Assignment Agreement**") pursuant to which Buyer has granted a security interest in and assigned to HDP Member all of Buyer's right, title and interest in Seller as security for Buyer's performance of its obligations hereunder, and (B) upon a default by Buyer hereunder that is not timely cured as hereinabove provided, HDP shall be permitted to exercise all of its rights and remedies under the Assignment Agreement.

(c) No Limitation on Indemnification. The limitation on remedies afforded the Parties in this Section 16 expressly do not limit any party's indemnification rights or obligations in this Agreement.

(d) Effect of Termination. **IT IS UNDERSTOOD AND AGREED THAT UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, AND REALIZATION BY BUYER OF BUYER'S RIGHTS AND REMEDIES SET FORTH IN SECTION 16(A) ABOVE, IF APPLICABLE, BUYER SHALL HAVE NO RIGHT OR INTEREST IN THE PROPERTY AND NO CLAIM FOR PAYMENT OR REIMBURSEMENT FOR ANY COSTS INCURRED BY BUYER WITH RESPECT TO THE PROPERTY. IN CONNECTION THEREWITH, BUYER HEREBY AFFIRMATIVELY WAIVES AND RELEASES SELLER FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, EXPENSE, CLAIM AND CAUSE OF ACTION, KNOWN OR UNKNOWN, WITH RESPECT TO THE PROPERTY AND THIS AGREEMENT, EXCEPT AS EXPRESSLY PERMITTED BY SECTION 16(A) ABOVE.**

17. ATTORNEYS' FEES. If either party files a lawsuit or action in connection with this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' and paralegals' fees and costs of court incurred in such action, whether at trial, on appeal, or in bankruptcy, arbitration, or post-judgment collection proceedings. This Section shall survive each Closing and any termination of this Agreement.

18. APPLICABLE LAW; VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State in which the Property are located. Venue for any dispute between the Parties shall lie exclusively in the courts located in the county in which the Property is located. Seller

and Buyer each agree to waive a trial by jury in any claim, controversy, or dispute relating to this Agreement.

19. **NOTICES.** Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified mail, hand delivery, overnight receipt delivery service, facsimile transmission, or Portable Document Format (“PDF”) sent via e-mail, and shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative; (c) if given by facsimile, upon receipt by the sending party of printed and confirmed successful facsimile transmission; and (d) if given by PDF notice sent via e-mail, upon the receipt by the sending party of an automatically generated e-mail “delivery confirmation”. Such notices shall be given to the Parties at the following addresses:

Buyer: Name: Hayden Homes, LLC
Address: 2464 SW Glacier Place, Suite 110, Redmond, Oregon 97756
Attention: Tim Hix
Email: thix@hayden-homes.com

With a copy to: Name: Hayden Homes, LLC
Address: 2464 SW Glacier Place, Suite 110, Redmond, Oregon 97756
Attention: Jim Sansburn
Email: jsansburn@hayden-homes.com

Seller: Name: c/o Grass Lake Capital, LLC
Address: 1316 Sherman Avenue, #215, Evanston, Illinois 60201
Attention: Christopher J. Fiegen
Email: chrisfiegen@grasslakecapital.com

Either party hereto may change its address for notice by giving the other party ten (10) days' advance written notice of such change of address. Any notice delivered by a party's attorney on behalf of such party shall be effective for such purpose under this Agreement.

20. **AGREEMENT TO SURVIVE.** Unless otherwise provided herein, all representations, warranties, covenants, and agreements contained herein, whether to be performed before or after any Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at each Closing, but shall survive each Closing.

21. **CONSTRUCTION.** Each party individually acknowledges that they have had the opportunity to be represented by counsel in connection with the transactions contemplated herein and that this Agreement shall be interpreted according to its fair construction and shall not be construed more strictly against the non-drafting part.

22. **INTERPRETATION.** Where required for proper interpretation, words in the singular shall include the plural; and words of any gender shall include all genders. The descriptive headings of

the articles, sections, and sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

23. **SEVERABILITY**. If any provision in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. **TIME**. Time is of the essence in this Agreement with regard to all acts and dates imposed on Seller and Buyer. All time periods and deadlines set forth in this Agreement shall be calculated in calendar days, unless business days are expressly stated. In the event that the date upon which any duties or obligations hereunder are to be performed, or the exercise of any option or right or any deadline hereunder shall occur or be required to occur, shall be a Saturday, Sunday or holiday on which banks in the State in which the Property are located are closed, then, in such event, the due date for performance of any duty or obligation or the exercise of any option or right shall thereupon be automatically extended to the next succeeding business day. All deadlines and time periods shall be deemed to expire or occur, as applicable, at 5:00p.m. Eastern Time unless otherwise expressly stated herein.

25. **WAIVER**. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either party of any of its rights or remedies hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the party entitled to performance.

26. **AMENDMENT**. This Agreement may not be amended except by an agreement in writing signed by Seller and Buyer.

27. **ENTIRE AGREEMENT; EXHIBITS**. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, of the Parties in connection therewith. All Exhibits attached hereto are true and correct and are hereby incorporated into this Agreement by this reference.

28. **BINDING EFFECT; ASSIGNMENT**. Subject to the following limitations, this Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer and their respective heirs, executors, administrators, successors and permitted assigns.

29. **MULTIPLE COUNTERPARTS; PDF**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one original instrument. A facsimile copy of this Agreement or a signed copy of this Agreement transmitted in Portable Document Format (“PDF”) shall have the same force and effect as an original and shall bind a party to the terms and conditions hereof.

30. **SURVIVAL**. The representations, warranties and covenants of Seller set forth in this Agreement shall survive Closing and delivery of a Deed with respect to any portion of the Property for a period of one hundred eighty (180) days following the applicable Closing Date. Notice of any claim

as to a breach of any such representation, warranty or covenant must be made to Seller prior to the expiration of such one hundred eighty (180) day period or it shall be deemed a waiver of Buyer's right to assert such claim.

31. **EFFECTIVE DATE.** The effective date of this Agreement ("**Effective Date**") shall be the date on which the last of Seller and Buyer execute this Agreement and deliver a signed copy to the other party.

32. **PROPERTY TAX DISCLOSURE.** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS MAY TRIGGER REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

[Signatures on following pages.]

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

SELLER:

HDP HUNTINGTON RIDGE LLC, a Delaware limited liability company

By: HDP BLUE INVESTMENTS II LLC, a Delaware limited liability company, its Manager


By: HDP BLUE HOLDINGS II LLC, a Delaware limited liability company, its Manager

By: GRASS LAKE CAPITAL LLC, a Delaware limited liability company, its Manager

By: 
Christopher J. Fiegen,
its Manager

BUYER:

HAYDEN HOMES IDAHO, LLC, an Idaho limited liability company

By: 

Name: Tim Hix

Title: Finance Director

EXHIBIT A

Legal Description of Property

This parcel is a portion of the SW ¼ SE ¼ and of the SE ¼ SE ¼ of Section 14 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼ SE ¼, (CS1/16 Corner, Section 14) a found brass cap monument;
thence North 89°33'05" East along the North boundary of said SW ¼ SE ¼ a distance of 193.60 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 00°31'21" East a distance of 43.00 feet;
thence continuing North 89°33'05" East along said North boundary a distance of 1136.33 feet to the Northeast corner of the SW ¼ SE ¼, a found 5/8 inch diameter rebar;
thence North 89°32'57" East along the North boundary of the SE ¼ SE ¼ a distance of 1329.90 feet to the Northeast corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;
thence South 00°10'15" East along the East boundary of the SE ¼ SE ¼, a distance of 1049.11 feet to a point on the centerline of the Mason Creek Drain;
thence along said centerline bearing North 64°26'23" West a distance of 222.01 feet;
thence South 00°10'15" East parallel with the East boundary of the SE ¼ SE ¼ a distance of 372.00 feet to a point on the South boundary of the SE ¼ SE ¼;
thence South 89°39'12" West along the said South boundary a distance of 1125.87 feet to the Southwest corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;
thence North 00°20'41" West along the West boundary of the SE ¼ SE ¼ a distance of 878.10 feet;
thence South 89°35'12" West a distance of 855.15 feet to a found ½ inch diameter rebar;
Thence North 66°38'01" West a distance of 306.02 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 00°31'21" West parallel with the West boundary of the SW ¼ SE ¼, a distance of 319.50 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Land Purchase Contract

EXHIBIT C

Preliminary Plat

EXHIBIT D

Land Purchase Assignment Agreement

EXHIBIT E

Land Takedown Schedule

	<u>Acres</u>	<u>% of Land Acquisition Costs</u>	<u>Required Closing Date</u>
First Takedown	50.0	100.0%	September 30, 2022

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is entered into as of the Effective Date (as defined in Section 3), by and between Brad Tabor and Callie Marie Tabor, husband and wife (“**Seller**”), and Bella Tierra Holdings, LLC, an Idaho limited liability company (“**Buyer**”). Buyer and Seller may each be referred to herein individually as a “**Party**” or collectively as the “**Parties**,” as appropriate under the circumstances.

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 hereby agree as follows:

1. Purchase and Sale. Pursuant and subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title, and interest in and to the real property legally described and graphically on Exhibit A attached hereto and incorporated herein (“**Real Property**”), together with all buildings and other improvements located thereon, all subsurface rights, minerals and mineral rights, water and water rights, ditch rights, and water stock appurtenant thereto, and all easements, licenses, claims, and appurtenances thereto (collectively with the Real Property, the “**Property**”).

2. Purchase Price; Payment.

2.1 **Purchase Price.** Subject to the costs and prorations hereinafter described, the purchase price for the Property shall be \$20,000.00 (the “**Purchase Price**”).

2.2 **Payment of Purchase Price.** Within five (5) days following the Effective Date, Buyer shall deposit the full Purchase Price to be held as earnest money (the “**Earnest Money**”) with TitleOne Corporation, 1101 W. River St., Ste. 201, Boise, Idaho 83702, Attn: Scott Darling, Escrow Officer (the “**Closing Agent**” or “**Title Company**,” as appropriate under the circumstances). The Earnest Money shall be refundable to the Buyer during the Due Diligence Period. If, at the expiration of the Due Diligence Period, Buyer has not terminated this Agreement in accordance with the terms hereof, then the Earnest Money shall become non-refundable to Buyer, except as otherwise provided in this Agreement. The Earnest Money shall be applied against the Purchase Price at Closing. The Purchase Price/Earnest Money shall be disbursed from Closing Agent to Seller at Closing.

3. Effective Date. The “**Effective Date**” of this Agreement shall mean the later of the following dates: (a) the date of execution of this Agreement by Seller; or (b) the date of execution of this Agreement by Buyer, in each event as evidenced on the signature page of this Agreement.

4. Title Insurance.

4.1 Within five (5) days after the Effective Date, Seller will provide Buyer with an ALTA owner’s standard form preliminary commitment for title insurance on the Real Property issued by the Title Company with copies of all exceptions set forth therein (the “**Commitment**”). Buyer shall have until the date that is twenty (20) days after Buyer’s receipt of the Commitment (the “**Title Review Period**”), in which to examine title to the Real Property and to give Seller written notice (“**Buyer’s Title Objection Notice**”) of Buyer’s objections to any matters identified in the Commitment (“**Title Objections**”). Except for Monetary Encumbrances (as hereinafter defined), any title exception not disapproved in writing by Buyer on or prior to the expiration of the Title Review Period shall be deemed approved by Buyer, and shall constitute a “**Permitted Exception**” hereunder. Any title exception or encumbrance caused by Buyer shall also be deemed a Permitted Exception. Seller shall have five (5) days from its receipt of Buyer’s Title Objection Notice to provide Buyer with a written notice of which Title Objections that Seller is willing remove at or prior to Closing (“**Seller’s**

Cure Notice”). If: (i) Seller’s Cure Notice does not agree to cure all of Buyer’s Title Objections; or (ii) Seller fails to timely deliver Seller’s Cure Notice to Buyer (in which event it will be presumed that Seller is unwilling to cause any of the Title Objections to be removed), then Buyer then shall elect, by giving written notice to Seller within five (5) days after receipt of Seller’s Cure Notice (or the expiration of Seller’s 5-day response period), to either (x) terminate this Agreement, in which event the Earnest Money shall be promptly returned to Buyer; or (y) waive in writing to Seller its disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions; provided, however, that in any event and whether or not objected to in Buyer’s Title Objection Notice, Seller shall be required to remove on or before the Closing, at Seller’s sole cost, all Monetary Encumbrances (as defined below). Buyer’s failure to give such notice shall be deemed an election to proceed under clause (y) above. If Buyer elects to terminate this Agreement in accordance with clause (x) above, the Earnest Money shall be immediately refunded to Buyer, and neither Party shall have any further rights or obligations under this Agreement, except for those obligations that are to survive the termination of this Agreement as expressly set forth elsewhere in this Agreement.

4.2 Notwithstanding anything to the contrary set forth in this Agreement, and regardless of whether objected to by Buyer in Buyer’s Title Objection Notice and notwithstanding any lack of response by Seller or response by Seller to the contrary contained in Seller’s Cure Notice, Seller shall be obligated to cure and remove at or prior to Closing, at Seller’s sole cost: (a) any deeds of trust, mortgages, judgment liens, mechanics’ liens, materialmen’s liens, agreements or documents related to any of the foregoing, and any other liens and encumbrances on or against the Property (except to the extent caused by the Buyer or its agents or employees) which may be satisfied by the payment of a sum certain, including without limitation any bonds and any delinquent taxes and assessments (collectively, the “**Monetary Encumbrances**”); and (b) those Title Objections, if any, which Seller agrees to cure or satisfy, as provided in Seller’s Cure Notice (together with Monetary Encumbrances, the “**Mandatory Cure Items**”). If Seller fails to fully discharge, satisfy, and cure the Mandatory Cure Items on or before the Closing Date, Buyer shall have the right to: (i) cure such Mandatory Cure Items, receive a proportionate reduction in the Purchase Price and, to the extent the reduction to which Buyer is entitled hereunder exceeds the Purchase Price, exercise its rights under Section 15.2 below; (ii) take subject to such Mandatory Cure Items and exercise its rights under Section 15.2 below; or (iii) terminate this Agreement by written notice to Seller and exercise its rights under Section 15.2 below.

4.3 Buyer shall hire a land surveyor, at Buyer’s sole cost and expense, for the purpose of preparing an ALTA survey for the Property (the “**Survey**”), which shall be completed within forty-five (45) days after the Effective Date hereof. Notwithstanding anything to the contrary in this Section 4, Buyer shall have until the later of: (a) ten (10) days after receipt of the Survey; or (b) the expiration of the Title Review Period, to object to any matters of Survey in writing to Seller, in which event the procedure set forth in Section 4.1 above shall apply to such Survey objections.

4.4 In the event of any amended, updated or modified version of the Commitment or Survey after Buyer has delivered Buyer’s Title Objection Notice or Survey objection notice to Seller, Buyer shall have the right to object to any additional or modified title or survey matters contained in such amended, updated or modified Commitment or any new or amended matters contained in any updated Survey (provided the same were not caused by Buyer), by the same process contained in Section 4.1 and 4.3 as the case may be; provided, however, that the objection and response times of each of the parties shall be limited to three (3) days each, and the Closing shall be extended accordingly, if necessary.

4.5 Between the time period commencing on the Effective Date and ending on the earlier of Closing or earlier termination of this Agreement, Seller agrees that it will not cause or permit any additional exceptions to title that would survive the Closing without Buyer’s prior written consent, or to convey any interest in the Property to anyone other than Buyer, nor will Seller enter into or amend any agreements for any portion of the Property which will bind Buyer or the Property after the Closing.

4.6 As soon as available after Closing, Title Company will issue to Buyer an ALTA owner’s standard policy of title insurance pursuant to the Commitment, dated as of the Closing Date and

insuring Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions (the “**Title Policy**”). If Buyer so desires, the Title Policy shall be issued as an owner’s extended policy of title insurance and contain such additional title insurance endorsements as are selected by Buyer; provided, however, that Buyer shall be responsible for payment of those portions of the Title Policy premium attributable to such extended coverage and additional title insurance endorsements.

5. Due Diligence.

5.1 **Due Diligence Period.** For a period of sixty (60) days after the Effective Date (“**Due Diligence Period**”), Buyer and its third party contractors (“**Buyer Representatives**”) may, at Buyer’s expense, conduct Buyer’s due diligence review of the Property, which shall include without limitation, entry upon the Property to make inspections, surveys, investigations, and other examinations of the Property.

5.2 **Inspection Requirements.** In conducting the Survey and any inspection of the Property or otherwise accessing the Property, Buyer and Buyer’s Representatives shall at all times comply with all laws and regulations of all applicable governmental authorities and, upon the request of Seller, obtain and maintain a policy of general liability insurance in the amount reasonably requested of the Seller and provide evidence of same to Seller prior to Buyer’s or Buyer’s Representatives first entry onto the Property to conduct any inspection. Buyer shall promptly pay all persons and entities employed in connection with Buyer’s activities related to the Property, and shall not permit any liens or other claims to be asserted against the Property as a result of Buyer’s activities hereunder.

5.3 **Access.** Buyer and Buyer’s Representatives shall not be permitted to conduct borings of the Property or drilling in or on the Property, or any other invasive testing (collectively “**Borings and Testings**”), in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed by Seller. In the event Seller consents to Buyer’s Borings and Testings, Buyer shall and does hereby agree to provide to Seller not less than forty-eight hours’ notice prior to Buyer’s entering the Property to conduct such Boring’s and Testings. Notwithstanding anything to the contrary contained herein, to the extent this Agreement has not been terminated, Buyer and Buyer Representatives shall have the continuing right to enter upon the Property.

5.4 **Indemnity.** Buyer agrees to indemnify, defend, and hold Seller harmless from and against any lien, claim, damage, judgment, cost, or expense arising from or relating to such due diligence review of the Property (“**DD Claims**”). If Buyer or its agents damage the Property during any inspection, investigation, or other examination, Buyer shall restore the Property to its condition prior to such damage. Notwithstanding anything to the contrary stated above, Buyer shall not be liable for any DD Claims or for damage to the Property arising or resulting from (a) Buyer merely discovering and/or reporting (to the extent required by applicable law) any pre-existing physical condition, title condition, environmental condition, or other defect with respect to the Property (“**Pre-Existing Conditions**”), or (b) any exacerbation of any Pre-Existing Conditions, unless such exacerbation results from the intentional or negligent act or omission of Buyer or its contractors. Buyer’s obligations hereunder shall survive Closing and execution of the Deed (as defined in Section 9.6.1) or the earlier termination of this Agreement.

5.5 **Termination for Disapproval.** If the due diligence review of the Property is not satisfactory to Buyer for any reason, or no reason whatsoever, then at any time on or before the expiration of the Due Diligence Period, Buyer shall give written notice of termination of this Agreement to Seller. On such termination, the Earnest Money shall promptly be refunded to Buyer and all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof. Buyer’s failure to provide such written notice prior to the expiration of the Due Diligence Period shall be deemed Buyer’s approval of its due diligence review of the Property.

5.6 **Entitlements.** Notwithstanding the expiration of the Due Diligence Period set forth above, Buyer shall have until the date that is eleven (11) months from the Effective Date (the “**Entitlements Contingency Deadline**”) to obtain Final Approval of all land use approvals and entitlements from the City of Caldwell and other applicable governmental authorities, quasi-governmental authorities, and utility providers with jurisdiction over the Property (the “**Governing Authorities**”) in connection with Buyer’s intended development of the Property (the “**Entitlements**”). The Entitlements shall include, but are not limited to, Final Approval of: (a) a preliminary plat and planned unit development for the subdivision of the Property and certain other real property now or in the future owned by Buyer (the “**Subdivision**”), which Subdivision will, among other things, subdivide the Property and certain other property into the seventy (70) foot right of way (the “**ROW**”) and the four (4) lots identified as lots 28, 30, 31, and 32 (the “**Four Lots**”) graphically preliminarily depicted on Exhibit B attached hereto and incorporation herein (the “**Site Plan**”); (b) annexation of the Subdivision into the City of Caldwell; and (c) a rezone of the Subdivision to an R-1 zoning designation. For purposes of this Agreement, “**Final Approval**” means that: (i) Buyer shall have obtained all final, unappealable Entitlements from the Governing Authorities; (ii) the Entitlements do not contain any stipulations, restrictions, or conditions which are not acceptable to Buyer in Buyer’s sole discretion; and (iii) all time periods for appealing, objecting to, or challenging such approvals shall have expired without the filing or bringing of any such an appeal, objection, or challenge, or, if such an appeal, objection, or challenge shall have been brought, then upon the full and final resolution thereof in a manner acceptable to Buyer in Buyer’s sole discretion.

At any time on or before the expiration of the Entitlements Contingency Deadline, Buyer may terminate this Agreement upon written notice to Seller if Buyer determines in its sole discretion that Buyer is unable or will be unable to obtain all Entitlements. On such termination, the Earnest Money shall promptly be refunded to Buyer and all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof. Buyer’s failure to provide such written notice on or before the expiration of the Entitlements Contingency Deadline shall be deemed Buyer’s waiver of its right to obtain the Entitlements as a condition to Closing.

Seller, at no cost to Seller, will cooperate in connection with Buyer’s efforts to obtain such permits, consents, and approvals required in connection with the Entitlements; provided, however, that Seller will not be required to, nor will Buyer enter into any agreement which serves to, place any permanent obligation, covenant or burden upon the Seller or the Property prior to Closing without Seller’s consent, not to be unreasonably withheld or delayed. Any and all expenses incurred by Buyer in conjunction with these matters will be Buyer’s responsibility. Seller will not oppose (orally or in writing) any proposed or actual development activities of Buyer at or in connection with the Property or any neighboring properties, and such prohibition extends to any oral or written opposition submitted to any Governing Authorities or at any neighborhood meetings.

6. **Easements.** In connection with Buyer’s development of the Subdivision and other property, it is necessary for Buyer to obtain a sixty (60) foot temporary construction easement over, across, and under certain of Seller’s property for the purposing of installing a sanitary sewer and related facilities. Accordingly, at Closing the Parties agree to execute, deliver, and record a temporary construction easement in substantially the form identified in Exhibit C attached hereto and incorporated herein (the “**Temporary Construction Easement**”). The sixty (60) foot temporary construction will extend thirty (30) feet on each side of the center line of the 20’ City Sewer Easement” identified on the Site Plan. Prior to constructing the sewer facilities, Buyer agrees to construct a temporary access drive to Seller’s home in the approximate location identified on Exhibit D attached hereto and incorporated herein

As more fully set forth in the Temporary Construction Easement, upon completion of the sewer facilities and acceptance by the City of Caldwell (“**City**”), the Temporary Construction Easement will automatically terminate and Seller will be required to convey, and hereby covenants and agrees to and with Buyer to convey, a permanent twenty (20) foot easement to the City, as such easement is graphically depicted on the Site Plan (as the 20’ City Sewer Easement). Sellers obligations under this Section 6 shall survive Closing and the execution and delivery of the Deed (as defined below).

7. Buyer's Conditions Precedent to Closing. Buyer's obligation to close this transaction is conditioned upon Buyer's satisfaction or waiver (or deemed waiver) of each of the following conditions by the dates identified herein. Buyer's failure to notify Seller in writing on or before the dates identified herein as to its satisfaction or waiver of the following conditions shall be deemed Buyer's waiver of such conditions. If Buyer notifies Seller in writing on or before the Closing Date that one or more of the following conditions (which have not been deemed satisfied) have not been satisfied, then this Agreement shall terminate, the Earnest Money shall promptly be refunded to Buyer, and all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof.

7.1 Title. Buyer's approval or deemed approval of title to the Real Property pursuant to and in accordance with Section 4.

7.2 Title Insurance. The Title Company is unconditionally prepared to issue to Buyer, at Closing, the Title Policy.

7.3 Property. Buyer's approval or deemed approval of the condition of the Property pursuant to and in accordance with Section 5.1.

7.4 Entitlements. Buyer's obtaining the Entitlements or waiver or deemed waiver thereof pursuant to and in accordance with Section 5.6.

7.5 Property Condition. There having been no material change in the condition of the Property and title between the date of the expiration of the Due Diligence Period and Closing unless caused by or consented to by Buyer.

7.6 Seller Warranties. The representations and warranties of Seller as set forth in this Agreement are true, complete, and accurate as of Closing.

7.7 Seller Performance. Seller has performed all its obligations, covenants, and agreements to be performed prior to Closing as set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, in the event of a failure of a condition precedent set forth in Section 7.6 or Section 7.7, such failure shall be a breach of this Agreement on the part of Seller and Buyer shall be entitled to exercise the remedies set forth in Section 15.

8. Seller's Condition Precedent to Closing. Seller's obligation to close is subject to Seller's satisfaction or waiver of each of the following conditions: (i) Buyer is not in breach of its material obligations under this Agreement; (ii) Buyer's representations and warranties are true and correct in all material respects as of the Closing Date; (iii) Title Company is unconditionally prepared to issue to Buyer, at Closing, the Title Policy; and (iv) Buyer has performed all its obligations, covenants, and agreements to be performed prior to Closing as set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, in the event of a failure of a condition precedent set forth in Section 8(ii) or 8(iv), such failure shall be a breach of this Agreement on the part of Buyer and Seller shall be entitled to exercise the remedies set forth in Section 15.

9. Closing.

9.1 Closing Date. This sale shall be closed in the office of the Closing Agent on or before the earlier of (a) thirty (30) days after Buyer has received the Entitlements; or (b) the date which is twelve (12) months after the Effective Date. Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement. As

used herein, “**Closing**” or “**Closing Date**” shall mean the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller.

9.2 **Prorations.** Real property taxes and assessments shall be prorated as of the Closing Date based upon a three hundred sixty-five (365) day year. All payments and installments due through the Closing Date on bonds, special taxes or assessments shall be paid by Seller. All other items of income and expense with respect to the Property, shall be prorated between Seller and Buyer as of the Closing Date. All such items attributable to the period up to the Closing Date shall be credited or charged to Seller. All such items attributable to the period on and after the Closing Date shall be credited or charged to Buyer.

Utility payments or charges shall not be adjusted through escrow if readings can be made at Closing by the utility companies. Buyer agrees to open accounts with the applicable utilities and to cooperate with Seller in requesting readings as of the Closing Date. In the event that appropriate readings cannot be obtained as of the Closing Date, then adjustments shall be made by Buyer and Seller through escrow on the basis of estimates from the latest bills available.

9.3 **Seller’s Closing Costs.** Seller shall pay the cost of recording the Deed (as defined below), the premium for the Title Policy, Seller’s brokerage fees, Seller’s attorneys’ fees, one-half (½) of Closing Agent’s escrow fee, and customary closing costs and prorations.

9.4 **Buyer’s Closing Costs.** Buyer shall pay any title insurance premiums for extended coverage and any additional endorsements requested by Buyer, Buyer’s attorneys’ fees, one-half (½) of Closing Agent’s escrow fee, and customary closing costs and prorations.

9.5 **Possession.** Buyer shall be entitled to exclusive possession of the Property upon Closing.

9.6 **Delivery of Documents to the Closing Agent.** On or before the Closing Date, Seller and Buyer shall cause to be delivered into escrow fully executed originals and duly notarized (as applicable) of the following documents, together with escrow instructions, funds required to close, and any other documents reasonably required to close and/or complete the transactions contemplated herein:

9.6.1 A special warranty deed conveying fee simple title to the Real Property in substantially the form identified in Exhibit E attached hereto and incorporated herein (the “**Deed**”);

9.6.2 The Temporary Construction Easement; and

9.6.3 An affidavit in compliance with Section 1445 of the Internal Revenue Code providing Seller’s United States taxpayer identification number and business address and stating whether or not Seller is a “foreign person” as defined in the Internal Revenue Code and regulations applicable thereto (“**Code**”). If Seller fails to deliver such affidavit or is a “foreign person” as defined in the Code, Buyer shall be entitled to withhold from the Purchase Price, and to pay to the Internal Revenue Service, such amounts as are required to be withheld by the Code, and Seller agrees to cooperate with Buyer and to furnish Buyer with such tax forms and information as are reasonably required to insure Buyer’s compliance with the Code.

10. Risk of Loss; Condemnation. Risk of loss of or damage to the Property shall be borne by Seller until the Closing. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of, or damage to, the Property prior to the date upon which Buyer assumes the risk of loss, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller and Closing Agent, and such termination shall be effective immediately; provided, however, that such termination shall not be effective if Seller agrees in writing to restore the Property to its present condition by the Closing Date; and provided further that Buyer may elect to purchase the Property in the condition existing on the Closing Date, in which event, Seller shall pay to Buyer

any insurance proceeds payable by reason of such loss or, alternatively at Buyer's option, Seller shall reduce the Purchase Price by the amount of any insurance proceeds payable by reason of such loss.

If the Property is or becomes the subject of a condemnation proceeding prior to Closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the Closing, and this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the total Purchase Price shall be reduced by the total of any condemnation award received by Seller at or prior to Closing. On Closing, Seller shall assign to Buyer all Seller's rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof; provided, if Seller learns about such proceedings within five (5) days of Closing, Seller shall notify Buyer immediately, and in any event, prior to Closing.

In the event damage to the Property or condemnation thereof results in Buyer's termination of the Agreement pursuant to this Section, all rights and obligations of the Parties under this Agreement shall terminate (except to the extent the same expressly survive the termination hereof) and the Closing Agent shall refund the Earnest Money to Buyer.

11. Operations Prior to Closing. Following the Effective Date, Seller shall, (a) maintain the Property in its comparable condition as of the Effective Date; (b) not allow any additional encumbrances to attach to the Property or amend or modify any existing encumbrances; (c) not enter into, amend, terminate, or modify any contracts related to the Property, including, without limitation, any leases or other occupancy or use agreements; and (d) use all commercially reasonable efforts to preserve the Property in good condition and repair, including, without limitation, the payment of all charges and liabilities and performance of all obligations arising from the use, occupancy, and operation of the Property of whatsoever nature predating the Closing except as to those items to be prorated as of the Closing Effective.

12. Seller's Representations and Warranties. In addition to other representations herein, Seller represents, warrants, and covenants to Buyer that the statements contained in this Section 12 are true, correct, and complete as of the Effective Date and will be true, correct, and complete as of the Closing Date. The representations and warranties of Seller contained in this Agreement shall not merge into the Deed and shall survive Closing for a period of twelve (12) months.

12.1 Authority. Seller, and each person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken.

12.2 No Encumbrances. Seller has good and marketable fee simple title to the Property. The Property is not subject to any leases (including, without limitation, farm leases or crop leases), tenancies or rights of persons in possession, and is free and clear of any liens or encumbrances created or caused by Seller, except the Permitted Exceptions.

12.3 No Violation of Law. To the actual knowledge of Seller, there are no violations of any ordinance, regulation, law, or statute of any governmental authority or agency pertaining to the Property.

12.4 No Liens. To the actual knowledge of Seller, there has been no labor performed or material furnished for the Property, or any part thereof, for which a mechanic's lien or liens or any other lien can be lawfully claimed by any person, party or entity on the Property. All persons and entities supplying labor, materials and equipment to the Property at Seller's request have been paid (or will be paid from proceeds at Closing) and to the actual knowledge of Seller, there are no pending or threatened claims of liens.

12.5 No Assessments. There are no currently due and payable assessments (other than those disclosed in the Commitment or appearing on Seller's tax bills) that have been levied against the Property;

12.6 Environmental Condition. To the actual knowledge of Seller: (i) No “Hazardous Material” is or has been transported to or from, or generated, placed, held, released, located, stored, or disposed of on, under, or at the Property; (ii) neither the Property nor any part of any improvements and equipment thereon contains any asbestos or polychlorinated biphenyls; (iii) Seller has not received any notice of any action or proceeding relating to any Hazardous Material or notice of any release or threatened release thereof on, under or at the Property or any notice contrary to (i) and (ii) above; and (iv) no underground or above ground storage tanks are or have been located on the Property. The term “Hazardous Materials” shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde, and any hazardous or toxic substances, pollutants, contaminants, wastes, or materials as defined under any Environmental Laws. The term “Environmental Laws” shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended, or any other similar federal, state, or local law, rule, or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto. Seller agrees to indemnify and hold Buyer harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys’ fees) and also including without limitation, costs of remedial action or cleanup, suffered or incurred by Buyer arising out of or related to any such use of the Property, or portion thereof, occurring prior to the conveyance to Buyer.

12.7 Litigation. There are no claims, actions, suits, arbitrations, proceedings, or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or, to the actual knowledge of Seller, threatened against, affecting or relating to the Property, or the transactions contemplated by this Agreement or Seller’s ability to perform its obligations under this Agreement.

12.8 Actual Knowledge. As used herein, the term “actual knowledge of Seller” means the actual knowledge of Brad Tabor without any duty to review or investigate the matters to which such knowledge, or the absence thereof, pertains and with no imputed knowledge whatsoever. In the event that, prior to the Closing Date, Buyer has actual knowledge that any representation or warranty made by Seller is incorrect and Buyer elects to proceed with Closing, Buyer shall be deemed to have waived such representation or warranty.

12.9 Opportunity to Inspect. Buyer acknowledges and agrees, for Buyer and Buyer’s successors and assigns, that (a) Buyer is being given a reasonable opportunity to inspect and investigate the Property and all aspects relating thereto, either independently or through agents, contractors, engineers or consultants of Buyer’s choosing; (b) Buyer will inspect and investigate the Property and engage the qualified agents, contractors, engineers or consultants as Buyer deems necessary to make all appropriate inquiry regarding the condition of the Property and adjacent properties; and (c) if Buyer does not terminate this Agreement as permitted herein, then, at the Closing, Buyer will acquire and accept the Property in its then-existing condition on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis (except with respect to Seller’s representations and warranties contained in this Agreement or in any document provided by Seller to Buyer at Closing for the applicable survival period).

12.10 No Other Representations or Warranties. Buyer acknowledges and agrees that, subject only to Seller’s representations and warranties contained in this Agreement or in any document provided by Seller to Buyer at Closing for the applicable survival period, neither Seller nor any agent, employee or representative of Seller has made, and Buyer will not rely upon, any representations or warranties of any kind or nature whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, including, without limitation: (a) the nature, quality or condition of the Property; (b) the value of the Property, the future income or profits that may be derived from any operation, development or use of the Property; (c) any costs, expenses, risks or liabilities arising from or attributable to the past or any future ownership of the Property; (d) the costs of owning, operating, repairing or maintaining the Property; (e) the marketability of the Property; (f) the habitability, merchantability or fitness of the Property for a particular purpose; (g) the suitability of soils and soil conditions affecting the Property for purposes of any future

construction or development; or (h) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority, including, without limitation, any environmental law.

13. Buyer Representations. Buyer, and each person signing on behalf of Buyer, has full power and authority to execute this Agreement and perform Buyer's obligations hereunder, and all necessary action to authorize this transaction has been taken. Buyer has no knowledge of any claims, actions, suits, arbitrations, proceedings or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or threatened against, affecting or relating to Buyer which would prohibit it from consummating the transaction described herein. No proceedings under any federal or state bankruptcy or insolvency laws have been commenced by or against Buyer that have not been terminated; no general assignment for the benefit of creditors has been made by Buyer; and no trustee or receiver of Buyer's property has been appointed.

14. Buyer's Post-Closing Obligations.

14.1 Final Approval; Plat Recording. Following Closing, Buyer shall obtain, at Buyer's sole cost and expense, and by exercising diligent, good faith efforts, the Final Approval by all applicable jurisdictions of the plat for the Subdivision in accordance with the Final Approval of the Entitlements ("**Final Plat Approval**"). Buyer agrees that the final plat for the Subdivision will identify Lot 28 as identified on the Site Plan as a shared driveway/common lot for the use and benefit of Lots 30, 31, and 32 as identified on the Site Plan.

14.2 Infrastructure. Buyer shall stub sewer, domestic water, electricity, and irrigation facilities into Lot 28, sized appropriately to serve Lots 30, 31, and 32 for residential purposes (the "**Infrastructure**"). Buyer will have no obligation to pave Lot 28 or to extend the utility facilities from Lot 28 to Lots 30, 31, and 32, as the same are identified on the Site Plan.

14.3 Status. Buyer shall keep Seller informed of the status of the Final Plat Approval. Prior to Buyer seeking Final Plat Approval, Buyer shall and does hereby agree to provide Seller with a copy of the proposed Final Plat for Seller's approval, which shall not be unreasonably withheld, conditioned or delayed. Seller shall approve or disapprove of the proposed Final Plat in writing within five (5) days after its receipt thereof, and any such disapproval shall be commercially reasonable and accompanied by an explanation of Seller's reasons for the disapproval, and Buyer shall thereafter submit a new proposed Final Plat to Seller for Seller's approval in accordance with this Section. This process shall repeat itself until the proposed Final Plat is approved. If Seller fails to either approve or disapprove of the proposed Final Plat in writing within such five (5) day period, then the proposed Final Plat shall be deemed approved.

14.4 Conveyance of Lots. Within ten (10) days after Buyer's recordation of a final plat for the Subdivision, Buyer shall convey to Seller the Four Lots, by special warranty deed, in a form substantially similar to the Deed, for no additional consideration paid by Seller. Seller acknowledges and agrees that the Four Lots will be subject to such matters as are of record on the Closing Date, to the Final Plat, and to such easements, license agreements, and the like that are necessary or advisable in connection with the Final Plat and/or the installation of the Infrastructure (e.g. utility easements).

15. Default.

15.1 Default. 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 describe the alleged default with particularity) and a period of ten (10) days to cure the default, except the cure period will not serve to extend the Closing Date.

15.2 **Pre-Closing Default.** In the event of a pre-Closing default by Seller hereunder, Buyer may, as its sole remedy, either (a) terminate this Agreement by notice to Seller, in which event Buyer shall have the right to receive a return of the Earnest Money, and the parties will have no further obligations under the Agreement except for those obligations that expressly survive the termination of this Agreement; or (b) seek specific performance of this Agreement; provided, however if Buyer fails to file an action for specific performance within sixty (60) days after the default, then Buyer’s remedies will be limited to subpart (a) above. Further provided, if Seller, without legal excuse, makes specific performance unavailable as a remedy to Buyer, then Buyer shall have all rights and remedies available at law or in equity. If Buyer defaults, any and all of Buyer’s rights and interests in the Property shall be immediately terminated, Buyer’s rights under this Agreement shall become null and void, and the Earnest Money shall be forfeited to Seller as the agreed liquidated damages which shall be the sole and exclusive remedy of Seller. The Parties agree that, under the circumstances existing as of the date of this Agreement, actual damages may be difficult to ascertain and the Earnest Money is a reasonable estimate of the damages that will be incurred by Seller if Buyer defaults under this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that the limitations on remedies contained in this Section shall not apply to the Parties’ respective indemnification obligations under this Agreement.

15.3 **Post-Closing Default.** Upon the occurrence of any post-Closing default by Buyer, Seller shall have all rights and remedies available to it at law or in equity, including, without limitation, the right to restrain Buyer’s default or violation, or attempted or threatened default or violation of any of the terms, covenants, conditions or other provisions of this Agreement, by injunction, declaratory action, order of specific performance or other appropriate equitable relief. Upon the occurrence of any post-Closing default by Seller, Buyer may exercise any remedy available under law or equity, including, without limitation, the right to restrain Seller’s default or violation, or attempted or threatened default or violation of any of the terms, covenants, conditions or other provisions of this Agreement, by injunction, declaratory action, order of specific performance or other appropriate equitable relief. Notwithstanding the foregoing, in the event of a post-Closing default by Seller, Buyer remains obligated to comply with the obligations of Section 13, including, but not limited to, obtaining Final Plat approval, installing the required infrastructure and conveying the Four Lots to Seller.

16. **Commissions.** Seller and Buyer represent and warrant to each other that neither has worked with or consulted any broker, agent, or finder to act on its behalf in connection with this transaction except for TOK Boise LLC (“**Broker**”). Seller agrees to pay a commission to Broker at Closing in accordance with a separate agreement between Seller and Broker. Subject to the foregoing, each Party (“**Indemnifying Party**”) hereby agrees to indemnify, defend, and hold the other Party harmless from and against any and all liabilities, claims, costs, damages, judgments, expenses (including without limitation reasonable attorneys’ fees), and proceedings of any kind whatsoever arising out of the claims of any person for any real estate commission, real estate finder’s fee, real estate acquisition fee, or other real estate brokerage-type compensation arising from the Indemnifying Party’s actions.

17. **Representation Confirmation and Acknowledgement Disclosure.** Check one (1) box in the Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with Buyer(s) and Seller(s):

Section 1:

- A. The brokerage working with Buyer(s) is acting as an AGENT for Buyer(s).
- B. The brokerage working with Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
- C. The brokerage working with Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), and has an ASSIGNED AGENT acting solely on behalf of Buyer(s).
- D. The brokerage working with 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 Seller(s).
- _____ D. The brokerage working with Seller(s) is acting as a NONAGENT for Seller(s).

The responsible broker for this transaction shall be Michael J. Ballantyne, designed broker for TOK Boise LLC.

Each Party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each Party confirms that the broker’s agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A “CUSTOMER” AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

18. Indemnification. Seller shall assume and pay all debts, charges, claims, damages and liabilities attributable to the Property and the operation thereof prior to Closing and shall hold Buyer harmless therefrom and indemnify and defend against same, except liabilities expressly assumed in writing by Buyer. Buyer shall assume and pay all debts, charges, claims, damages and liabilities attributable to the operation of the Property (or the Property itself) after Closing and shall hold Seller harmless from all liabilities assumed in writing by Buyer and all liabilities that arise as the result of Buyer’s operation of the Property after Closing.

19. Counterparts. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement or any document contemplated by this Agreement (excluding the Deed) via electronic mail or electronic signing service such as DocuSign shall be as effective as delivery of an executed original.

20. Notice. All notices, approvals, consents, requests, or elections required or permitted to be given under this Agreement shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed received upon the earlier of delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice shall be deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service; or (d) email transmission, in which event such notice shall be deemed received on the date sent if sent before 5:00 PM in the local time zone where the Real Property is physically located, or on the next day, if sent after 5:00 PM in the local time zone where the Real Property is physically located. Notwithstanding the foregoing: (i) if a Party does not provide an email address below, then email shall not be a valid form of notice hereunder; and (ii) 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. All such notices shall be addressed to the appropriate Party at the address set forth below, or at such other address as a Party may specify from time to time by notice to the other Party:

If to Seller: Brad Tabor
2919 Lincoln Rd.
Caldwell, Idaho 83605
Email: brad@ancoi.com

If to Buyer: Bella Tierra Holdings, LLC
2464 SW Glacier Pl., Ste. 110
Redmond, Oregon 97756

Email: tmokwa@hayden-homes.com

21. No Recordation. The Parties acknowledge and agree that this Agreement shall not be recorded.

22. 1031 Exchange. Each Party will cooperate with the other to allow each Party (and/or their respective principals) to effect an exchange qualified for tax deferral under Internal Revenue Code Section 1031 (a “**Tax Deferred Exchange**”), provided, such cooperation shall not delay the Closing and shall not require or result in any cost, liability, or expense to the Party so cooperating. Buyer and Seller expressly reserve the right to assign their respective rights, but not their obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before Closing and the other Party hereby agrees to fully cooperate with the requesting Party, at no cost or liability to such other Party, without a release of the requesting Party hereunder if the Tax Deferred Exchange fails to occur for any reason, or without delay in the Closing Date in the furtherance of this Tax Deferred Exchange.

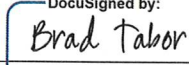
23. Attorneys’ Fees. In the event of any controversy, claim, or action being filed or instituted between the Parties to interpret or enforce the terms of this Agreement, or arising from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the non-prevailing Party all costs, damages, and expenses, including without limitation reasonable attorneys’ fees incurred by the prevailing Party (prior to trial, at trial, on appeal, and during any post-judgment collection activities).

24. General. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement. The section headings of this Agreement have been inserted for convenience of reference only and shall not affect any construction or interpretation of this Agreement. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by both Parties. Except as otherwise provided in this Agreement, any waivers hereunder must be in writing. 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. This Agreement shall be governed in all respects by the laws of the State of Idaho. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the Parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. All time periods in this Agreement shall be deemed to refer to calendar days. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under this Agreement shall fall on a Saturday, Sunday, or holiday observed by the state courts sitting in Canyon County, Idaho, such act or notice shall be deemed timely if performed or given, or such notice shall be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in Canyon County, Idaho. Time is of the essence with respect to each and every covenant and obligation under this Agreement. All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of a conflict between such exhibits and the text of this Agreement, this Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

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

SELLER:

DocuSigned by:  <small>9D5E177A1B2F414...</small>	1/18/2022
Brad Tabor	Date

DocuSigned by:  <small>4E348063D97E436</small>	1/18/2022
Callie Marie Tabor	Date

BUYER:

Bella Tierra Holdings, LLC,
an Idaho limited liability company


DocuSigned by: 	1/18/2022
By: _____	Date
Name: Bill Duffy	
Its: Vice President	

EXHIBIT A

Legal Description and Graphic Depiction of Real Property

A parcel of land located in the W1/2 of the SW1/4 of the SE1/4 of Section 14, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar, marking the south one-quarter corner of said Section 14, from which a 5/8-inch rebar, marking the southeast corner of the SW1/4 of the SE1/4 (E1/16) of said Section 14 bears S.89°49'00"E., 1325.85 feet; thence, along the west boundary of said W1/2 of the SW1/4 of the SE1/4

- A) N.00°06'37"E., 1085.55 feet to the southwesterly boundary of Parcel 3 as shown on Record of Survey Instrument No. 88018382, records of Canyon County, Idaho; thence along said boundary,

- B) S.66°00'15"E., 370.92 feet to the **POINT OF BEGINNING**; thence, continuing,
 - 1) S.66°00'15"E., 146.83 feet to the south boundary of said Parcel 3; thence, along said boundary,
 - 2) S.89°50'46"E., 190.82 feet to the east boundary of the W1/2 of the SW1/4 of the SE1/4; thence, along said boundary,
 - 3) S.00°11'43"W., 210.80 feet; thence,
 - 4) N.85°53'15"W., 326.29 feet; thence,
 - 5) N.00°16'53"E., 247.63 feet to the **POINT OF BEGINNING**.

SAID PARCEL CONTAINS: 1.582 acres.



SITE PLAN

EXHIBIT SKETCH TABOR PARCEL

LOCATED IN THE W1/2 OF THE SW1/4 OF THE SE1/4 OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO
2021

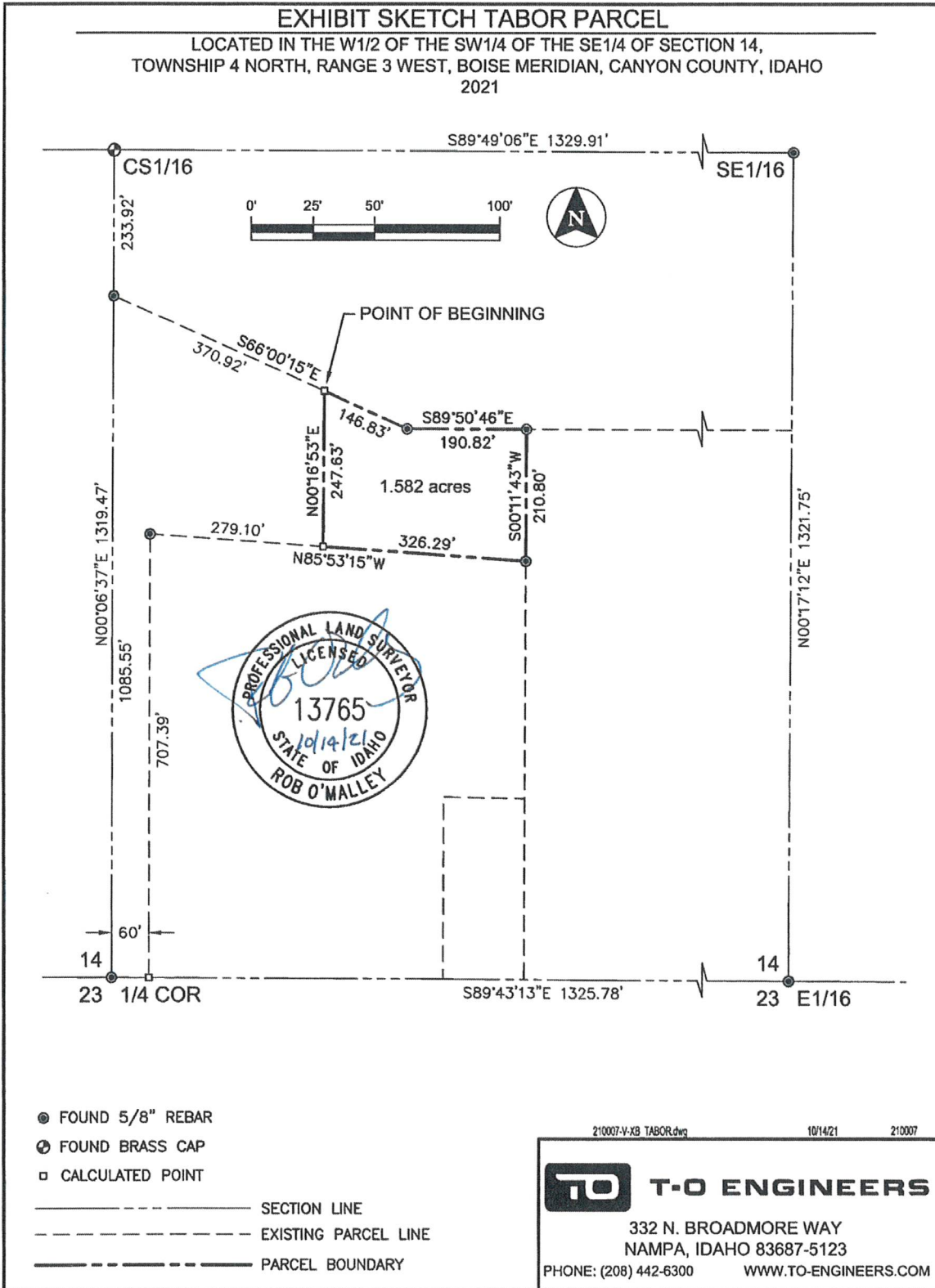


EXHIBIT B

Site Plan

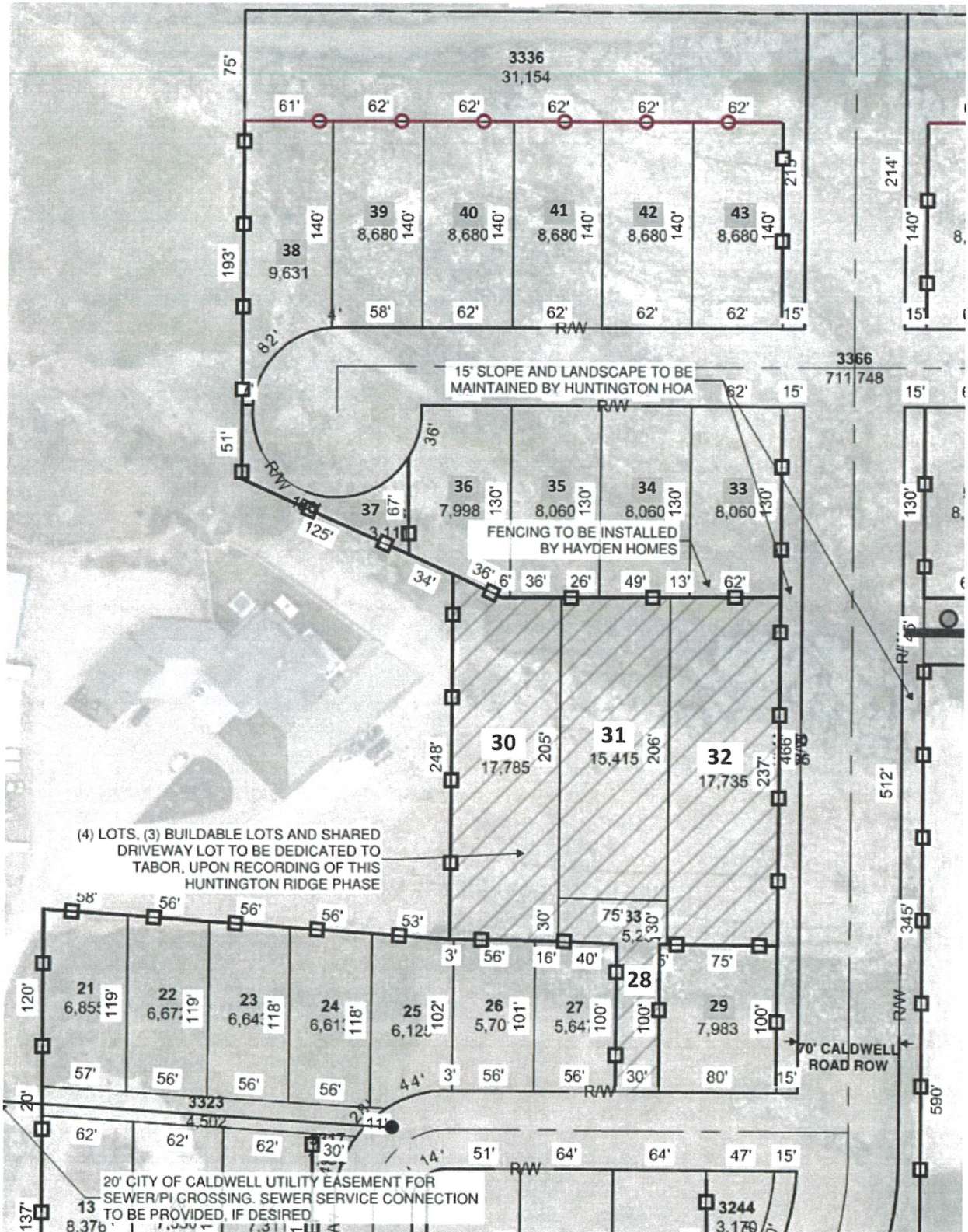


EXHIBIT C

Form Temporary Construction Easement

After recording, please return to:

Bella Tierra Holdings, LLC
Attn: Tim Mokwa
2464 SW Glacier Pl.
Redmond, Oregon 97756

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is entered into on this ___ day of _____, 20__ (the “**Effective Date**”), by and between Brad Tabor and Callie Marie Tabor, husband and wife (“**Tabor**”), whose address is 2919 Lincoln Rd., Caldwell, Idaho 83605, and Bella Tierra Holdings, LLC, an Idaho limited liability company (“**Bella**”), whose address is 2464 SW Glacier Pl., Redmond, Oregon 97756, Attn: Tim Mokwa. Bella and Tabor may each individually be referred to herein as a “**Party**” and collectively as the “**Parties**,” as appropriate under the circumstances.

RECITALS

A. Tabor owns that certain real property legally described on Schedule I attached hereto and incorporated herein (the “**Tabor Property**”).

B. Bella desires to obtain from Tabor, and Tabor desires to grant to Bella, a temporary, nonexclusive easement over, across, and under that portion of Tabor Property legally described on Schedule II attached hereto and incorporated herein (the “**Easement Premises**”), for the benefit of the real property legally described on Schedule III attached hereto and incorporated herein (the “**Bella Property**”), pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

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

1. Grant of Easement. Tabor hereby grants to Bella for the benefit of the Bella Property, a temporary, nonexclusive easement over, across, and under the Easement Premises for the purposes of constructing a sanitary sewer and related facilities, storing construction materials and equipment, construction staging, and for such other commercially reasonable uses that are necessary, advisable, or convenient to Bella in connection with construction of the sewer and related facilities on the Easement Premises. Bella and Bella’s members, managers, employees, contractors, and agents (collectively, “**Bella Parties**”) shall be entitled to use the Easement Premises for the purposes herein described.

2. Construction. Bella shall construct or cause to be constructed the sewer and related facilities in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances.

3. Term. The term of this Easement (“**Term**”) shall commence on the Effective Date and expire upon the earlier of: (a) the City of Caldwell’s acceptance of the sewer and related facilities; or (b) three (3) years after the Effective Date. On the expiration of the Term, this Agreement and the easement granted herein

shall terminate, and Tabor and Bella shall execute a recordable acknowledgement of termination of this Agreement upon written request from either Party.

4. Restoration. On or before the expiration of the Term, Bella shall cause the Easement Premises to be restored to substantially the same or better condition as existed on the Effective Date.

5. Permanent Easement. Upon completion of the sewer and related facilities, Tabor will grant a permanent easement to the City of Caldwell in substantially the form identified in Schedule IV attached hereto and incorporated herein.

6. Binding Effect. This Agreement and the easement granted herein shall run with the land during the Term hereof and be binding upon and inure to the benefit and burden of the Parties hereto and their respective successors and assigns. This Easement shall be indivisible from the lands appurtenant and shall not be transferred or assigned separately from the lands appurtenant.

7. Indemnification. Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, their successors and assigns, from any claim of liability or any other claim arising out of the Grantee's use of or entry upon the Easement Area or the Tabor Property, unless caused by Grantor's negligent or willful conduct.

8. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed received upon the delivery or refusal to accept delivery thereof; or (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; or (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice shall be deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service. All such notices shall be addressed to the appropriate Party at the address set forth in the preamble, or at such other address as a Party may specify from time to time by notice to the other Party.

9. General Terms and Conditions. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. This Agreement may be modified only in writing, signed by both Parties. This Agreement shall be governed in all respects by the laws of the State of Idaho. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the Parties hereto. Each Party agrees to take such further acts and execute such further documents and instruments as may be reasonably required to consummate the transactions set forth herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. Either Party may record this Agreement in the real property records of Canyon County, Idaho. The recitals to this Agreement and exhibits attached hereto are incorporated herein by reference as if set forth in their entirety herein. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and same document. Delivery of an executed counterpart of a signature page of this Agreement via facsimile transmission or electronic mail shall be as effective as delivery of an executed original.

[Remainder of page intentionally left blank; signature page follows.]

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

BELLA:

Bella Tierra Holdings, LLC,
an Idaho limited liability company

By: _____
Name: Bill Duffey
Its: Vice President

TABOR:

Brad Tabor

Callie Marie Tabor

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 20____, by Bill Duffey, as vice president of Bella Tierra Holdings, LLC.

Signature of notary public
My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 20____, by Brad Tabor.

Signature of notary public
My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 20____, by Callie Marie Tabor.

Signature of notary public
My commission expires: _____

SCHEDULE I

Legal Description of Tabor Property

SCHEDULE II

Legal Description of Easement Premises

SCHEDULE III

Legal Description of Bella Property

SCHEDULE IV

Form of Permanent Easement

EASEMENT

THIS INDENTURE, Made this _____ day of _____, 20____, between _____, (“Grantor”); and **CITY OF CALDWELL**, a municipal corporation, situated in the County of Canyon, State of Idaho, (“Grantee”); WITNESSETH:

That Grantor, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant forever unto Grantee, its successors and assigns, for the purpose of operating and maintaining a gravity sewer trunk line, with the necessary appurtenances thereto, and for accessing Grantee’s property, full and free right to enter upon the real property of Grantor, said real property being described as follows:

**See Exhibit “A” and “B”, comprised of 2 pages
Attached hereto and made a part hereof (“Premises”)**

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. Grantee, the City of Caldwell, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, Grantee, the CITY OF CALDWELL, will not unreasonably interfere with the normal use of the Premises and will, at its sole cost and expense and with due diligence, restore the Premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.
4. Grantor, at its cost and expense, shall have the right to construct a road or driveway over the Premises for ingress and egress to Grantor’s, its successors and assigns, adjoining property.

TOGETHER With the right of ingress and egress on said Premises for the purpose of constructing, operating, and maintaining said facilities and the necessary appurtenances thereto.

WITNESS the hand of said grantor this _____ day of _____, 20_____.

[Party of the First Part]
Company Name

Signature

Printed Name and Title

STATE OF IDAHO)
) ss.
County of)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared, _____
_____ known or identified to me to be the
_____ of the corporation that executed the foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public

Residing at _____
My Commission Expires _____

EXHIBIT D

Approximate Location of Temporary Access Drive

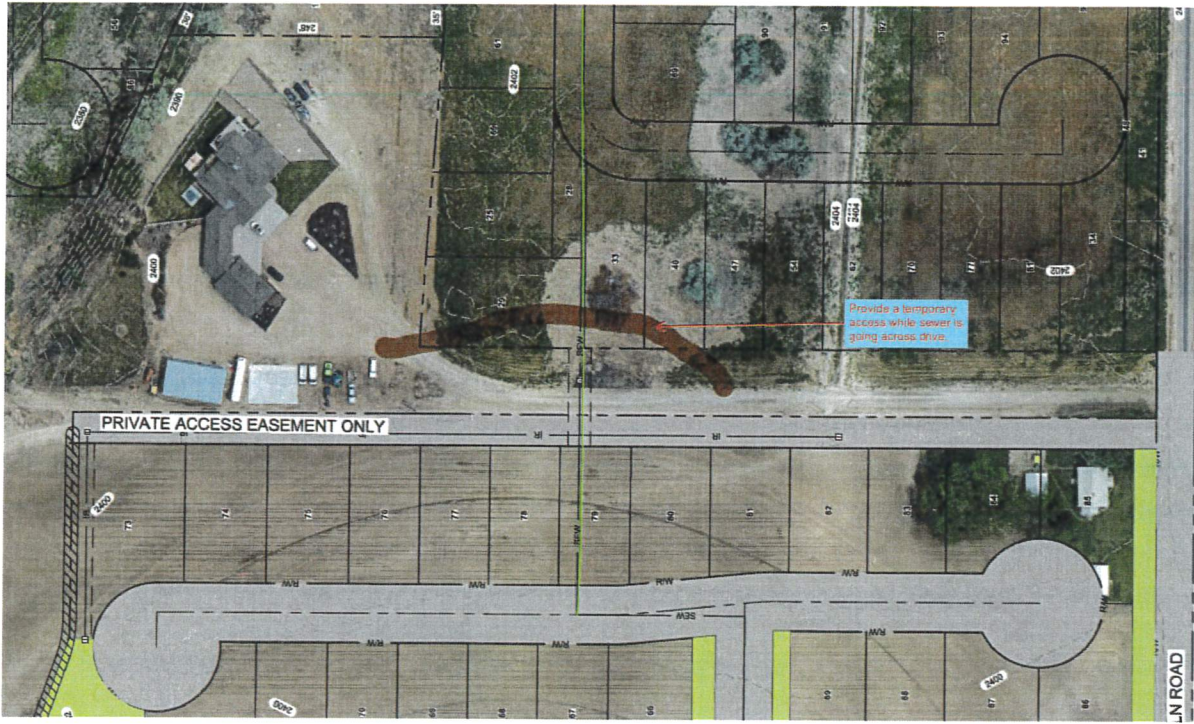


EXHIBIT E

Form Special Warranty Deed

When recorded return to:

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, Brad Tabor and Callie Marie Tabor, husband and wife (“Grantor”), does hereby bargain, sell, and convey unto [INSERT FINAL BUYER] (“Grantee”) whose address [Buyer address], all of Grantor’s right, title, and interest in and to the real property located in Canyon County, Idaho, more specifically described on Schedule I attached hereto and incorporated herein (“Property”).

TOGETHER WITH all of Grantor’s right, title and interest, if any, in and to all streets, alleys and rights of way adjacent thereto, all minerals and mineral rights and water and water rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances unto Grantee, its successors and assigns, forever.

AND Grantor, for itself, its successors, heirs, and assigns, does hereby covenant to and with Grantee that Grantor is the owner of the Property in fee simple and that the Property is free from all liens, claims, or encumbrances done, made, or suffered by Grantor, or any person claiming under Grantor, except (a) matters of record, (b) real property taxes and assessments for the current year that are not yet due and payable, and (c) any matters arising from the acts or omissions of Grantee or Grantee’s agents. Grantor hereby covenants to and with Grantee and its successors, heirs, and assigns that Grantor shall warrant and defend the same against any other liens, claims, or encumbrances done, made, or suffered by Grantor, or any person claiming under Grantor, but none other.

DATED effective _____, 2022 (the “Effective Date”).

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the Effective Date.

GRANTOR:

Brad Tabor

Callie Marie Tabor

STATE OF IDAHO)
) ss.
County of _____)

This record was acknowledged before me on this ___ day of _____, 2022, by Brad Tabor.

My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

This record was acknowledged before me on this ___ day of _____, 2022, by Callie Marie Tabor.

My Commission Expires _____

SCHEDULE I

Legal Description of Property

A parcel of land located in the W1/2 of the SW1/4 of the SE1/4 of Section 14, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar, marking the south one-quarter corner of said Section 14, from which a 5/8-inch rebar, marking the southeast corner of the SW1/4 of the SE1/4 (E1/16) of said Section 14 bears S.89°49'00"E., 1325.85 feet; thence, along the west boundary of said W1/2 of the SW1/4 of the SE1/4

- A) N.00°06'37"E., 1085.55 feet to the southwesterly boundary of Parcel 3 as shown on Record of Survey Instrument No. 88018382, records of Canyon County, Idaho; thence along said boundary,

- B) S.66°00'15"E., 370.92 feet to the **POINT OF BEGINNING**; thence, continuing,
 - 1) S.66°00'15"E., 146.83 feet to the south boundary of said Parcel 3; thence, along said boundary,
 - 2) S.89°50'46"E., 190.82 feet to the east boundary of the W1/2 of the SW1/4 of the SE1/4; thence, along said boundary,
 - 3) S.00°11'43"W., 210.80 feet; thence,
 - 4) N.85°53'15"W., 326.29 feet; thence,
 - 5) N.00°16'53"E., 247.63 feet to the **POINT OF BEGINNING**.

SAID PARCEL CONTAINS: 1.582 acres.





1211 W Myrtle Street, Plaza II Suite 100
Boise, ID 83702

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

2021-017438
RECORDED
03/10/2021 04:00 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 EHOWELL \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 748727 BD/SP

WARRANTY DEED

For Value Received Brad A Tabor, a married man
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

2919 Lincoln Road, LLC

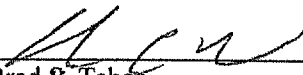
hereinafter referred to as Grantee, whose current address is 1388 Kettner Blvd, Unit 1102, San Diego,
CA 92101-2777

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

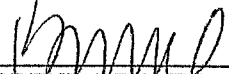
Dated: February 11, 2021



Brad A. Tabor

A.
State of IDAHO, County of ADA

This record was acknowledged before me on FEBRUARY 11, 2021 by Brad A. Tabor
A.



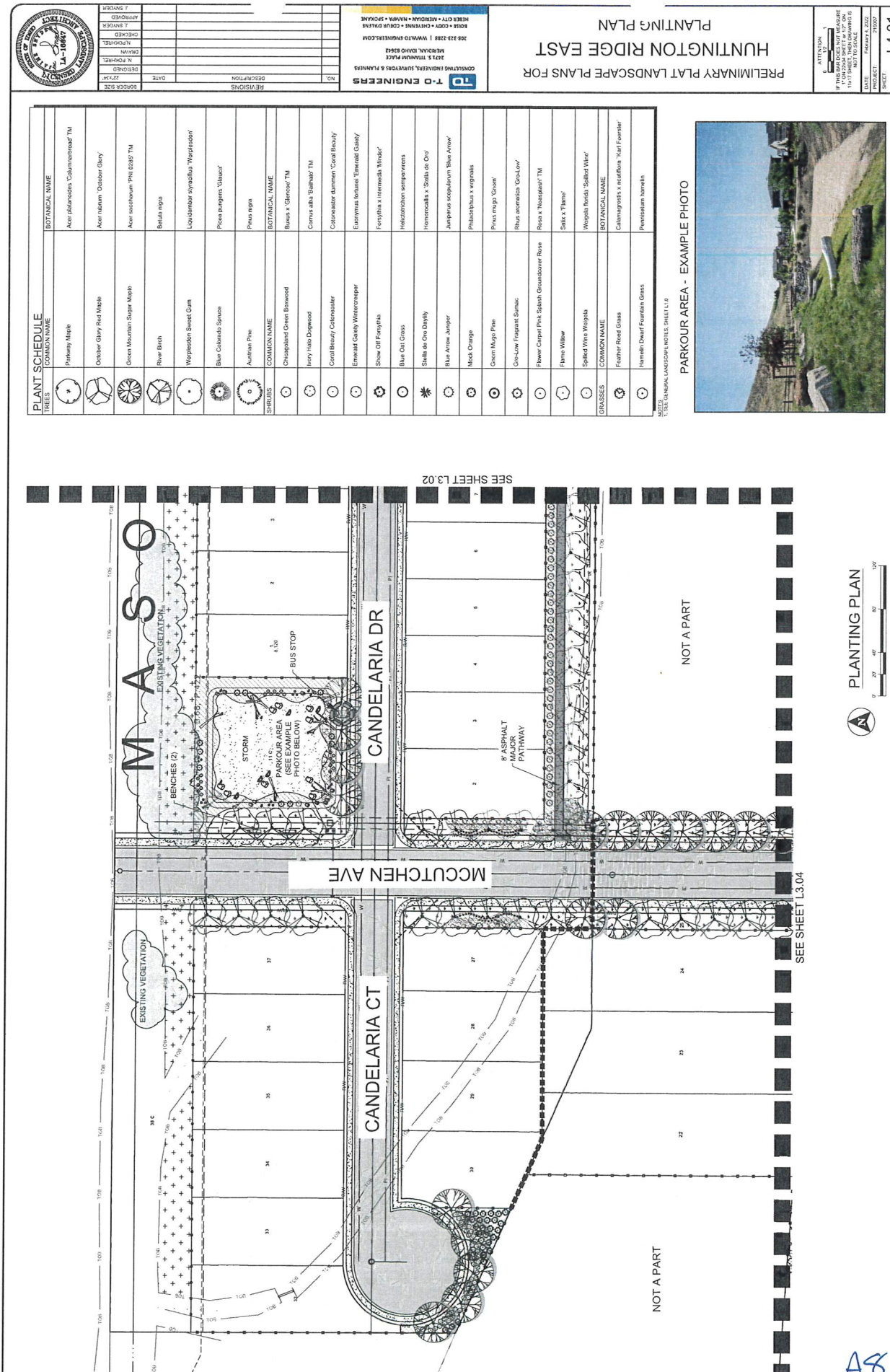
BRENDA DANIEL
Signature of notary public
Commission Expires: MARCH 7, 2023



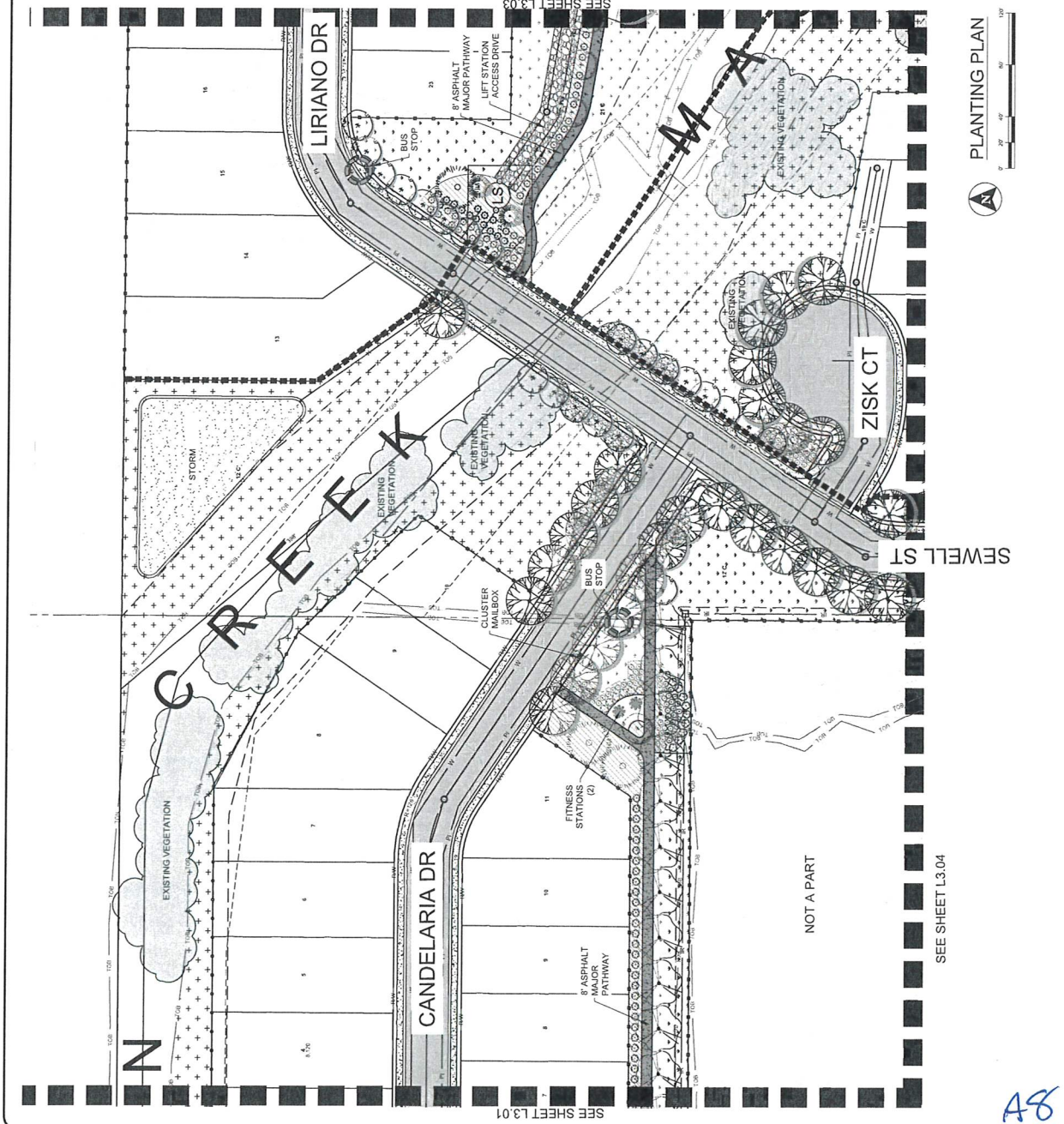
EXHIBIT A

A parcel of land situated in the West 1/2 of the Southwest Quarter of the Southeast Quarter of Section 14, Township 4 North, Range 3 West, Canyon County, Idaho, as shown on the Record of Survey recorded March 4, 2021 as Instrument No. 2021-015796 in the office of the Recorder for Canyon County, Idaho and more particularly described as follows:

Commencing at the South Quarter corner of said Section 14, marked by a brass cap; thence along the South line of said Section 14
North 89°38'44" East (formerly North 89°41'12" East) 60.00 feet to the Point of Beginning, marked by an iron pin; thence leaving said South line and along a line parallel with the North-South centerline of said Section 14
North 00°31'21" West, 707.30 feet to an iron pin; thence
South 86°31'09" East (formerly South 86°28'42" East) 605.42 feet to a point on the East line of said West 1/2 of the Southwest Quarter of the Southeast Quarter, marked by an iron pin; thence along said East line
South 00°26'01" East (formerly South 00°23'34" East) 379.18 feet to an iron pin; thence leaving said East line
North 89°27'58" West (formerly North 89°25'31" West) 129.08 feet to an iron pin; thence along a line parallel with said East line
South 00°26'01" East (formerly South 00°23'34" East) 289.62 feet to a point on the South line of said Section 14, marked by an iron pin; thence along said South line
South 89°38'44" West (formerly South 89°41'12" West) 473.85 feet to the Point of Beginning.



8A



PLANT SCHEDULE		BOTANICAL NAME
TREES	COMMON NAME	
(Symbol)	Parkway Maple	Acer glaberrimus 'Columbianum' TM
(Symbol)	October Glory Red Maple	Acer rubrum 'October Glory'
(Symbol)	Green Mountain Sugar Maple	Acer saccharum 'FN 0285' TM
(Symbol)	River Birch	Betula nigra
(Symbol)	Worleston Sweet Gum	Liquidambar styraciflua 'Worleston'
(Symbol)	Blue Colorado Spruce	Picea pungens 'Glauca'
(Symbol)	Austrian Pine	Pinus nigra
(Symbol)	Chicagoland Green Elmwood	Buxus x 'Glennco' TM
(Symbol)	Italy Hill Dogwood	Cornus alba 'Balthus' TM
(Symbol)	Conti Beauty Coleander	Coloreaster alpinum 'Conti Beauty'
(Symbol)	Emerald Galaxy Wintercreeper	Eurostylis fortunei 'Emerald Galaxy'
(Symbol)	Show Off Forsythia	Forsythia x 'Intermedia' 'Minister'
(Symbol)	Blue Oak Grass	Hedera helix 'variegata'
(Symbol)	Shells de Oro Daylily	Hemerocallis x 'Shells de Oro'
(Symbol)	Blue Arrow Juniper	Juniperus scopulorum 'Blue Arrow'
(Symbol)	Mock Orange	Philadelphus x 'variegata'
(Symbol)	Green Mugo Pine	Pinus mugo 'Green'
(Symbol)	Green-Low Fragrant Sumac	Rhus aromatica 'Cockspur'
(Symbol)	Flower Carpet Pink-Spined Groundcover Rose	Rosa x 'Newstead' TM
(Symbol)	Flame Willow	Salix x 'Flame'
(Symbol)	Spilled Wine Yucca	Yucca filifera 'Spilled Wine'
(Symbol)	COMMON NAME	BOTANICAL NAME
(Symbol)	Feather Reed Grass	Calamagrostis x 'scutellaria' 'Red Feather'
(Symbol)	Hennah Dwarf Fountain Grass	Pennisetum harrisi


T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2475 S. MOUNTAIN PLACE
MERCER, COLORADO 80132
303.222.2282 | WWW.TOENGINEERS.COM

PLANTING PLAN
HUNTINGTON RIDGE EAST
PRELIMINARY PLAT LANDSCAPE PLANS FOR

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	1/27/2022
2	FOR REVIEW	1/27/2022
3	FOR REVIEW	1/27/2022
4	CHECKED	1/27/2022
5	DESIGNED	1/27/2022
6	DATE	

ATTENTION:
IF THIS DRAWING IS TO BE USED FOR ANY OTHER PROJECT, THE USER MUST CONTACT T-O ENGINEERS FOR PERMISSION TO DO SO.
DATE: FEBRUARY 7, 2022
PROJECT: HUNTINGTON RIDGE EAST
SHEET: L4.02



T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2015 TRIUMPH PLACE
MICHIGAN, MICHIGAN 48104
248.222.2228 | WWW.T-OENGINEERS.COM

PLANTING PLAN
HUNTINGTON RIDGE EAST
PRELIMINARY PLAT LANDSCAPE PLANS FOR

NO. DESCRIPTION DATE

REVISIONS

DATE: 11/14/2022
PROJECT: HUNTINGTON RIDGE EAST
SHEET: L4.03

PLANT SCHEDULE	
COMMON NAME	BOTANICAL NAME
Pathway Maple	<i>Acer platanoides</i> 'Colonnade' TM
October Glory Red Maple	<i>Acer rubrum</i> 'October Glory'
Green Mountain Sugar Maple	<i>Acer saccharum</i> 'PM DMS' TM
River Birch	<i>Betula nigra</i>
Worpleston Sweet Gum	<i>Liquidambar styraciflua</i> 'Worpleston'
Blue Caterpillar Sycamore	<i>Platanus incana</i> 'Blue'
Australian Pine	<i>Pinus nigra</i>
Chippendale Green Boxwood	<i>Buxus 'Glencoe'</i> TM
Ivory Halo Dogwood	<i>Cornus alba</i> 'Baller' TM
Coast Beauty Colonnade	<i>Cornus amomum</i> 'Coast Beauty'
Emerald Green Wintercreeper	<i>Euonymus alatum</i> 'Emerald Green'
Show Off Forsythia	<i>Forsythia x intermedia</i> 'Major'
Blue Oak Grass	<i>Hedera helix</i> 'Major'
Shrub on Oak Daylily	<i>Hemerocallis</i> 'Shrub on Oak'
Blue Arrow Juniper	<i>Juniperus horizontalis</i> 'Blue Arrow'
More Orange	<i>Philadelphus virginicus</i>
Green Mugo Pine	<i>Pinus mugo</i> 'Green'
Green-Low Fragrant Sumac	<i>Rhus aromatica</i> 'Green-Low'
Flower Carpet Pink Spirea Groundcover Rose	<i>Rosa x 'Nursabest'</i> TM
Flame Willow	<i>Salix 'Flame'</i>
Spotted Wine Weigela	<i>Weigela florida</i> 'Spotted Wine'
Feather Reed Grass	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'
Hammitt Dwarf Fountain Grass	<i>Pennisetum hamiltonii</i>

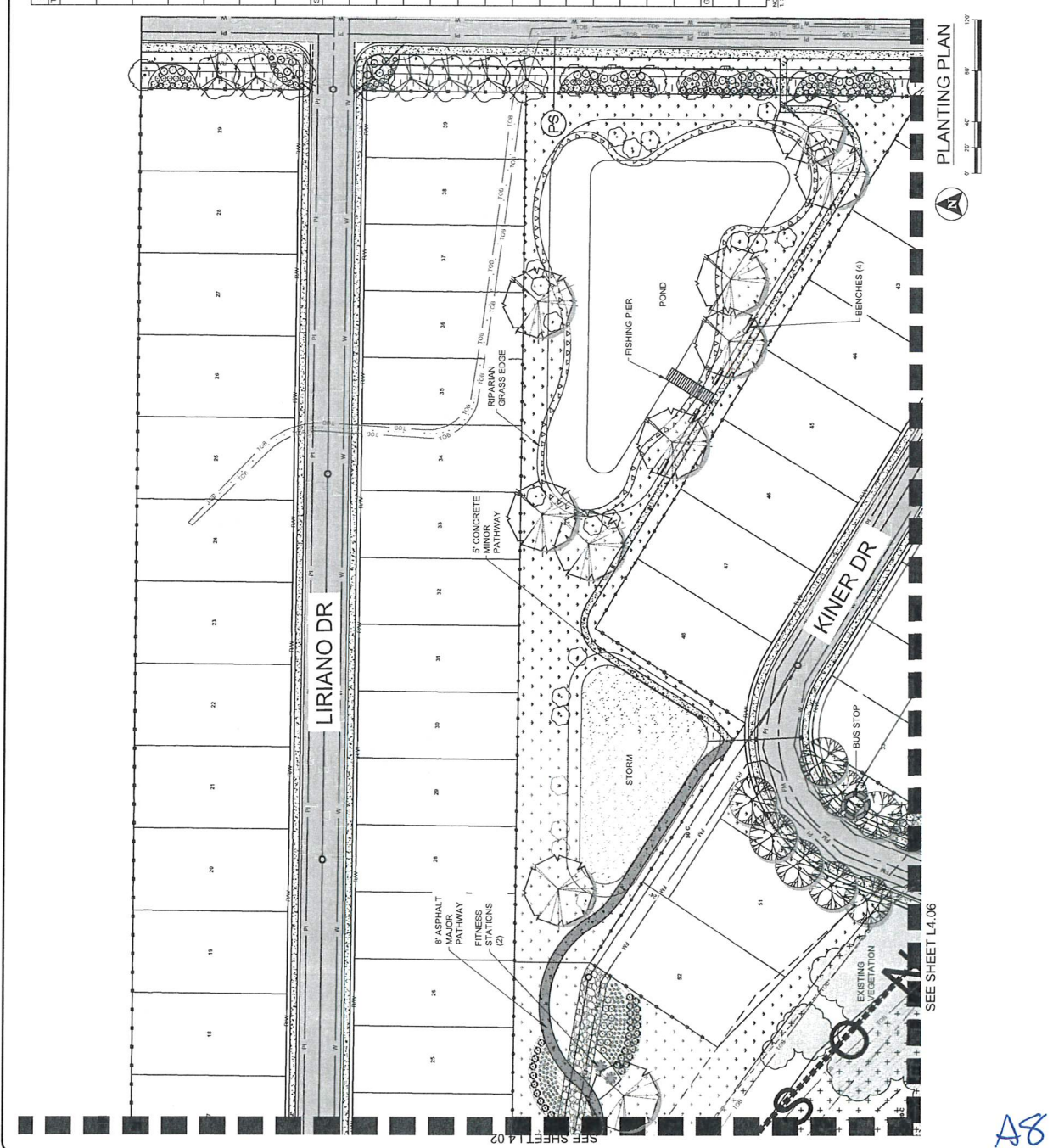


EXHIBIT A

Legal Description and Graphic Depiction of Real Property

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- A) N.00°06'37"E., 1085.55 feet to the southwesterly boundary of Parcel 3 as shown on Record of Survey Instrument No. 88018382, records of Canyon County, Idaho; thence along said boundary,
- B) S.66°00'15"E., 370.92 feet to the **POINT OF BEGINNING**; thence, continuing,
 - 1) S.66°00'15"E., 146.83 feet to the south boundary of said Parcel 3; thence, along said boundary,
 - 2) S.89°50'46"E., 190.82 feet to the east boundary of the W1/2 of the SW1/4 of the SE1/4; thence, along said boundary,
 - 3) S.00°11'43"W., 210.80 feet; thence,
 - 4) N.85°53'15"W., 326.29 feet; thence,
 - 5) N.00°16'53"E., 247.63 feet to the **POINT OF BEGINNING**.

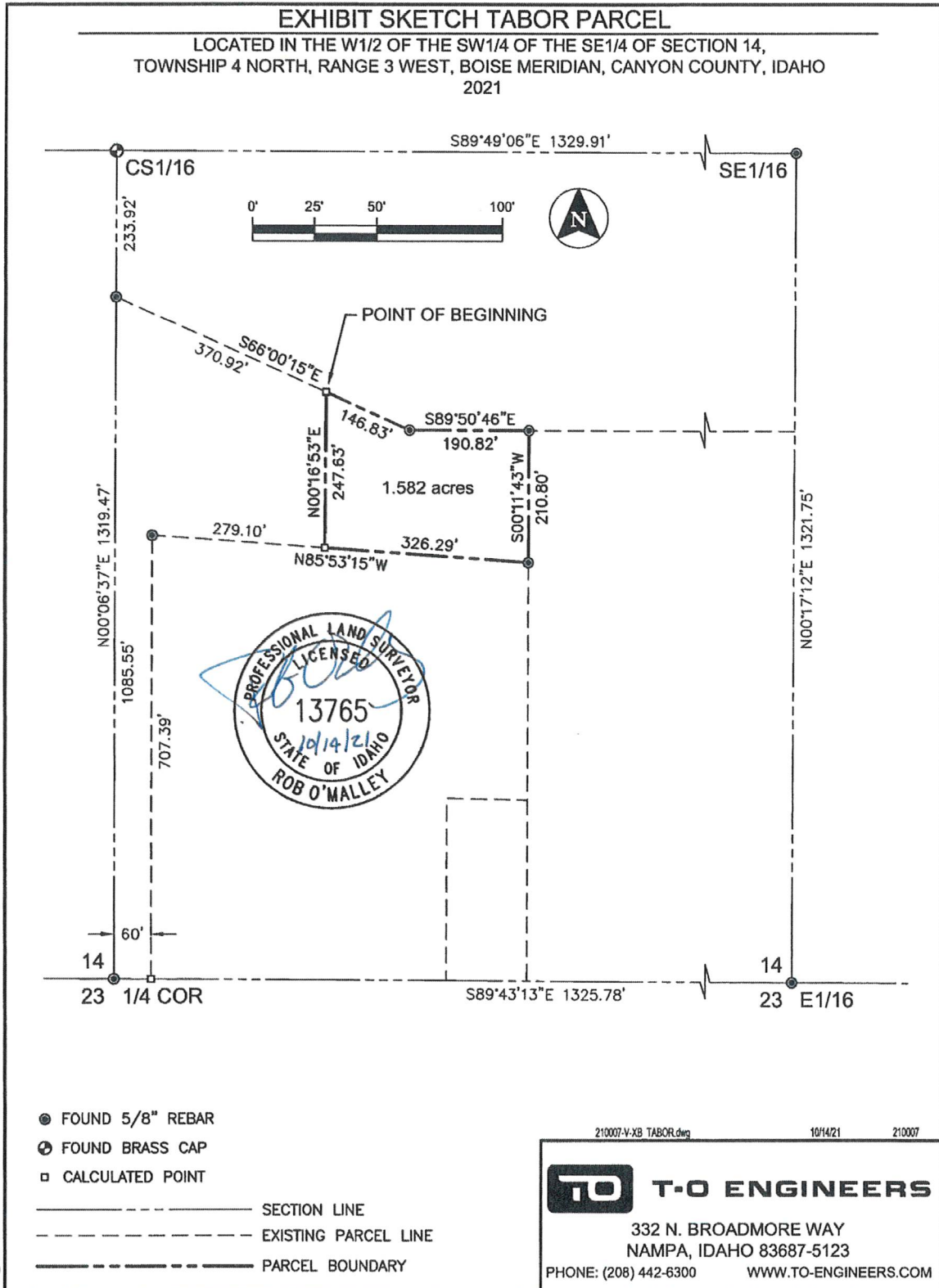
SAID PARCEL CONTAINS: 1.582 acres.



SITE PLAN

EXHIBIT SKETCH TABOR PARCEL

LOCATED IN THE W1/2 OF THE SW1/4 OF THE SE1/4 OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO
2021



- FOUND 5/8" REBAR
- ⊙ FOUND BRASS CAP
- CALCULATED POINT

- SECTION LINE
- - - EXISTING PARCEL LINE
- PARCEL BOUNDARY

210007-V-XB TABOR.dwg 10/14/21 210007



332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

Property Owner Acknowledgement

I, Christopher J Fiegen, Manager, HDP Huntington Ridge LLC, the record owner for real property addressed as 0 Lincoln Road (Parcel #R3479200000), am aware of, in agreement with, and give my permission to Hayden Homes Idaho LLC, Tim Mokwa, to submit the accompanying application(s) pertaining the that property. (Annexation with Zoning, PUD and Preliminary Plat)

1. I agree to indemnify, defend and hold the City of Caldwell and its employees harmless from any claim or liability resulting from any dispute as to the statement(s) contained herein or as to the ownership of the property which is the subject of the application.
2. I hereby grant permission to City of Caldwell staff to enter the subject property for the purpose of site inspection(s) related to processing said application(s).

Dated this 25 day of January, 2022

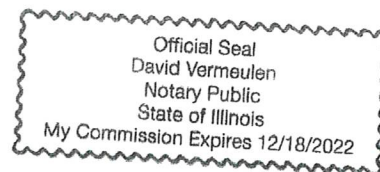
[Signature]
(Signature) Christopher J Fiegen

CERTIFICATE OF VERIFICATION

ILLINOIS
STATE OF ~~IDAHO~~)
COOK) ss.
County of ~~Canyon~~)

[Signature], DAVID VERMEULEN, a Notary Public, do hereby certify that on this 25 day of January, 2022, personally appeared before me Christopher J Fiegen, known or identified to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that she signed the foregoing document, and that the statements therein contained are true.

[Signature]
NOTARY PUBLIC FOR ~~IDAHO~~ ILLINOIS
Residing at EVANSTON, IL 60201
My Commission Expires 12/18/22




Property Owner Acknowledgement

I, Martin Goodman, Manager, 2919 Lincoln Road, LLC, the record owner for real property addressed as TBD Lincoln Road (Parcel #R3479701000) - see attached description, am aware of, in agreement with, and give my permission to Hayden Homes Idaho LLC, Tim Mokwa, to submit the accompanying application(s) pertaining to that property. (Annexation with Zoning, PUD and Preliminary Plat)

1. I agree to indemnify, defend and hold the City of Caldwell and its employees harmless from any claim or liability resulting from any dispute as to the statement(s) contained herein or as to the ownership of the property which is the subject of the application.
2. I hereby grant permission to City of Caldwell staff to enter the subject property for the purpose of site inspection(s) related to processing said application(s).

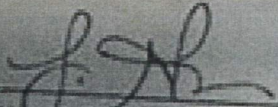
Dated this 4th day of February, 2022


(Signature) Martin Goodman

CERTIFICATE OF VERIFICATION

CA
STATE OF IDAHO
County of San Diego ss.

February, 2022, I, L. Gleeson, a Notary Public, do hereby certify that on this 4th day of February, 2022, personally appeared before me Martin Goodman, known or identified to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that she signed the foregoing document, and that the statements therein contained are true.


NOTARY PUBLIC FOR IDAHO
Residing at San Diego, CA
My Commission Expires 11/17/2023

SEE ATTACHED
NOTARY CERTIFICATE

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

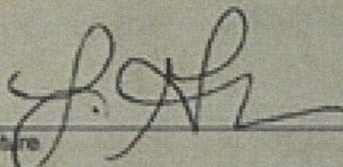
State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 4 day of FEBRUARY

20 22 by MARTIN GOODMAN

proved to me on the basis of satisfactory evidence to be the person ~~or~~ who appeared before me.


Signature _____ (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PROPERTY OWNER

(Title or description of attached document)

ACKNOWLEDGMENT

(Title or description of attached document continued)

Number of Pages 2 Document Date 2/04/22

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat is to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ◊ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

EXHIBIT A

A parcel of land situated in the West 1/2 of the Southwest Quarter of the Southeast Quarter of Section 14, Township 4 North, Range 3 West, Canyon County, Idaho, as shown on the Record of Survey recorded March 4, 2021 as Instrument No. 2021-015796 in the office of the Recorder for Canyon County, Idaho and more particularly described as follows:

Commencing at the South Quarter corner of said Section 14, marked by a brass cap; thence along the South line of said Section 14
North 89°38'44" East (formerly North 89°41'12" East) 60.00 feet to the Point of Beginning, marked by an iron pin; thence leaving said South line and along a line parallel with the North-South centerline of said Section 14
North 00°31'21" West, 707.30 feet to an iron pin; thence
South 86°31'09" East (formerly South 86°28'42" East) 605.42 feet to a point on the East line of said West 1/2 of the Southwest Quarter of the Southeast Quarter, marked by an iron pin; thence along said East line
South 00°26'01" East (formerly South 00°23'34" East) 379.18 feet to an iron pin; thence leaving said East line
North 89°27'58" West (formerly North 89°25'31" West) 129.08 feet to an iron pin; thence along a line parallel with said East line
South 00°26'01" East (formerly South 00°23'34" East) 289.62 feet to a point on the South line of said Section 14, marked by an iron pin; thence along said South line
South 89°38'44" West (formerly South 89°41'12" West) 473.85 feet to the Point of Beginning.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is entered into as of the Effective Date (as defined in Section 3), by and between Brad Tabor and Callie Marie Tabor, husband and wife (“**Seller**”), and Bella Tierra Holdings, LLC, an Idaho limited liability company (“**Buyer**”). Buyer and Seller may each be referred to herein individually as a “**Party**” or collectively as the “**Parties**,” as appropriate under the circumstances.

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 hereby agree as follows:

1. Purchase and Sale. Pursuant and subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title, and interest in and to the real property legally described and graphically on Exhibit A attached hereto and incorporated herein (“**Real Property**”), together with all buildings and other improvements located thereon, all subsurface rights, minerals and mineral rights, water and water rights, ditch rights, and water stock appurtenant thereto, and all easements, licenses, claims, and appurtenances thereto (collectively with the Real Property, the “**Property**”).

2. Purchase Price; Payment.

2.1 Purchase Price. Subject to the costs and prorations hereinafter described, the purchase price for the Property shall be \$20,000.00 (the “**Purchase Price**”).

2.2 Payment of Purchase Price. Within five (5) days following the Effective Date, Buyer shall deposit the full Purchase Price to be held as earnest money (the “**Earnest Money**”) with TitleOne Corporation, 1101 W. River St., Ste. 201, Boise, Idaho 83702, Attn: Scott Darling, Escrow Officer (the “**Closing Agent**” or “**Title Company**,” as appropriate under the circumstances). The Earnest Money shall be refundable to the Buyer during the Due Diligence Period. If, at the expiration of the Due Diligence Period, Buyer has not terminated this Agreement in accordance with the terms hereof, then the Earnest Money shall become non-refundable to Buyer, except as otherwise provided in this Agreement. The Earnest Money shall be applied against the Purchase Price at Closing. The Purchase Price/Earnest Money shall be disbursed from Closing Agent to Seller at Closing.

3. Effective Date. The “**Effective Date**” of this Agreement shall mean the later of the following dates: (a) the date of execution of this Agreement by Seller; or (b) the date of execution of this Agreement by Buyer, in each event as evidenced on the signature page of this Agreement.

4. Title Insurance.

4.1 Within five (5) days after the Effective Date, Seller will provide Buyer with an ALTA owner’s standard form preliminary commitment for title insurance on the Real Property issued by the Title Company with copies of all exceptions set forth therein (the “**Commitment**”). Buyer shall have until the date that is twenty (20) days after Buyer’s receipt of the Commitment (the “**Title Review Period**”), in which to examine title to the Real Property and to give Seller written notice (“**Buyer’s Title Objection Notice**”) of Buyer’s objections to any matters identified in the Commitment (“**Title Objections**”). Except for Monetary Encumbrances (as hereinafter defined), any title exception not disapproved in writing by Buyer on or prior to the expiration of the Title Review Period shall be deemed approved by Buyer, and shall constitute a “**Permitted Exception**” hereunder. Any title exception or encumbrance caused by Buyer shall also be deemed a Permitted Exception. Seller shall have five (5) days from its receipt of Buyer’s Title Objection Notice to provide Buyer with a written notice of which Title Objections that Seller is willing remove at or prior to Closing (“**Seller’s**

Cure Notice”). If: (i) Seller’s Cure Notice does not agree to cure all of Buyer’s Title Objections; or (ii) Seller fails to timely deliver Seller’s Cure Notice to Buyer (in which event it will be presumed that Seller is unwilling to cause any of the Title Objections to be removed), then Buyer then shall elect, by giving written notice to Seller within five (5) days after receipt of Seller’s Cure Notice (or the expiration of Seller’s 5-day response period), to either (x) terminate this Agreement, in which event the Earnest Money shall be promptly returned to Buyer; or (y) waive in writing to Seller its disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions; provided, however, that in any event and whether or not objected to in Buyer’s Title Objection Notice, Seller shall be required to remove on or before the Closing, at Seller’s sole cost, all Monetary Encumbrances (as defined below). Buyer’s failure to give such notice shall be deemed an election to proceed under clause (y) above. If Buyer elects to terminate this Agreement in accordance with clause (x) above, the Earnest Money shall be immediately refunded to Buyer, and neither Party shall have any further rights or obligations under this Agreement, except for those obligations that are to survive the termination of this Agreement as expressly set forth elsewhere in this Agreement.

4.2 Notwithstanding anything to the contrary set forth in this Agreement, and regardless of whether objected to by Buyer in Buyer’s Title Objection Notice and notwithstanding any lack of response by Seller or response by Seller to the contrary contained in Seller’s Cure Notice, Seller shall be obligated to cure and remove at or prior to Closing, at Seller’s sole cost: (a) any deeds of trust, mortgages, judgment liens, mechanics’ liens, materialmen’s liens, agreements or documents related to any of the foregoing, and any other liens and encumbrances on or against the Property (except to the extent caused by the Buyer or its agents or employees) which may be satisfied by the payment of a sum certain, including without limitation any bonds and any delinquent taxes and assessments (collectively, the “**Monetary Encumbrances**”); and (b) those Title Objections, if any, which Seller agrees to cure or satisfy, as provided in Seller’s Cure Notice (together with Monetary Encumbrances, the “**Mandatory Cure Items**”). If Seller fails to fully discharge, satisfy, and cure the Mandatory Cure Items on or before the Closing Date, Buyer shall have the right to: (i) cure such Mandatory Cure Items, receive a proportionate reduction in the Purchase Price and, to the extent the reduction to which Buyer is entitled hereunder exceeds the Purchase Price, exercise its rights under Section 15.2 below; (ii) take subject to such Mandatory Cure Items and exercise its rights under Section 15.2 below; or (iii) terminate this Agreement by written notice to Seller and exercise its rights under Section 15.2 below.

4.3 Buyer shall hire a land surveyor, at Buyer’s sole cost and expense, for the purpose of preparing an ALTA survey for the Property (the “**Survey**”), which shall be completed within forty-five (45) days after the Effective Date hereof. Notwithstanding anything to the contrary in this Section 4, Buyer shall have until the later of: (a) ten (10) days after receipt of the Survey; or (b) the expiration of the Title Review Period, to object to any matters of Survey in writing to Seller, in which event the procedure set forth in Section 4.1 above shall apply to such Survey objections.

4.4 In the event of any amended, updated or modified version of the Commitment or Survey after Buyer has delivered Buyer’s Title Objection Notice or Survey objection notice to Seller, Buyer shall have the right to object to any additional or modified title or survey matters contained in such amended, updated or modified Commitment or any new or amended matters contained in any updated Survey (provided the same were not caused by Buyer), by the same process contained in Section 4.1 and 4.3 as the case may be; provided, however, that the objection and response times of each of the parties shall be limited to three (3) days each, and the Closing shall be extended accordingly, if necessary.

4.5 Between the time period commencing on the Effective Date and ending on the earlier of Closing or earlier termination of this Agreement, Seller agrees that it will not cause or permit any additional exceptions to title that would survive the Closing without Buyer’s prior written consent, or to convey any interest in the Property to anyone other than Buyer, nor will Seller enter into or amend any agreements for any portion of the Property which will bind Buyer or the Property after the Closing.

4.6 As soon as available after Closing, Title Company will issue to Buyer an ALTA owner’s standard policy of title insurance pursuant to the Commitment, dated as of the Closing Date and

insuring Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions (the “**Title Policy**”). If Buyer so desires, the Title Policy shall be issued as an owner’s extended policy of title insurance and contain such additional title insurance endorsements as are selected by Buyer; provided, however, that Buyer shall be responsible for payment of those portions of the Title Policy premium attributable to such extended coverage and additional title insurance endorsements.

5. Due Diligence.

5.1 **Due Diligence Period.** For a period of sixty (60) days after the Effective Date (“**Due Diligence Period**”), Buyer and its third party contractors (“**Buyer Representatives**”) may, at Buyer’s expense, conduct Buyer’s due diligence review of the Property, which shall include without limitation, entry upon the Property to make inspections, surveys, investigations, and other examinations of the Property.

5.2 **Inspection Requirements.** In conducting the Survey and any inspection of the Property or otherwise accessing the Property, Buyer and Buyer’s Representatives shall at all times comply with all laws and regulations of all applicable governmental authorities and, upon the request of Seller, obtain and maintain a policy of general liability insurance in the amount reasonably requested of the Seller and provide evidence of same to Seller prior to Buyer’s or Buyer’s Representatives first entry onto the Property to conduct any inspection. Buyer shall promptly pay all persons and entities employed in connection with Buyer’s activities related to the Property, and shall not permit any liens or other claims to be asserted against the Property as a result of Buyer’s activities hereunder.

5.3 **Access.** Buyer and Buyer’s Representatives shall not be permitted to conduct borings of the Property or drilling in or on the Property, or any other invasive testing (collectively “**Borings and Testings**”), in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed by Seller. In the event Seller consents to Buyer’s Borings and Testings, Buyer shall and does hereby agree to provide to Seller not less than forty-eight hours’ notice prior to Buyer’s entering the Property to conduct such Boring’s and Testings. Notwithstanding anything to the contrary contained herein, to the extent this Agreement has not been terminated, Buyer and Buyer Representatives shall have the continuing right to enter upon the Property.

5.4 **Indemnity.** Buyer agrees to indemnify, defend, and hold Seller harmless from and against any lien, claim, damage, judgment, cost, or expense arising from or relating to such due diligence review of the Property (“**DD Claims**”). If Buyer or its agents damage the Property during any inspection, investigation, or other examination, Buyer shall restore the Property to its condition prior to such damage. Notwithstanding anything to the contrary stated above, Buyer shall not be liable for any DD Claims or for damage to the Property arising or resulting from (a) Buyer merely discovering and/or reporting (to the extent required by applicable law) any pre-existing physical condition, title condition, environmental condition, or other defect with respect to the Property (“**Pre-Existing Conditions**”), or (b) any exacerbation of any Pre-Existing Conditions, unless such exacerbation results from the intentional or negligent act or omission of Buyer or its contractors. Buyer’s obligations hereunder shall survive Closing and execution of the Deed (as defined in Section 9.6.1) or the earlier termination of this Agreement.

5.5 **Termination for Disapproval.** If the due diligence review of the Property is not satisfactory to Buyer for any reason, or no reason whatsoever, then at any time on or before the expiration of the Due Diligence Period, Buyer shall give written notice of termination of this Agreement to Seller. On such termination, the Earnest Money shall promptly be refunded to Buyer and all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof. Buyer’s failure to provide such written notice prior to the expiration of the Due Diligence Period shall be deemed Buyer’s approval of its due diligence review of the Property.

5.6 **Entitlements.** Notwithstanding the expiration of the Due Diligence Period set forth above, Buyer shall have until the date that is eleven (11) months from the Effective Date (the “**Entitlements Contingency Deadline**”) to obtain Final Approval of all land use approvals and entitlements from the City of Caldwell and other applicable governmental authorities, quasi-governmental authorities, and utility providers with jurisdiction over the Property (the “**Governing Authorities**”) in connection with Buyer’s intended development of the Property (the “**Entitlements**”). The Entitlements shall include, but are not limited to, Final Approval of: (a) a preliminary plat and planned unit development for the subdivision of the Property and certain other real property now or in the future owned by Buyer (the “**Subdivision**”), which Subdivision will, among other things, subdivide the Property and certain other property into the seventy (70) foot right of way (the “**ROW**”) and the four (4) lots identified as lots 28, 30, 31, and 32 (the “**Four Lots**”) graphically preliminarily depicted on Exhibit B attached hereto and incorporation herein (the “**Site Plan**”); (b) annexation of the Subdivision into the City of Caldwell; and (c) a rezone of the Subdivision to an R-1 zoning designation. For purposes of this Agreement, “**Final Approval**” means that: (i) Buyer shall have obtained all final, unappealable Entitlements from the Governing Authorities; (ii) the Entitlements do not contain any stipulations, restrictions, or conditions which are not acceptable to Buyer in Buyer’s sole discretion; and (iii) all time periods for appealing, objecting to, or challenging such approvals shall have expired without the filing or bringing of any such an appeal, objection, or challenge, or, if such an appeal, objection, or challenge shall have been brought, then upon the full and final resolution thereof in a manner acceptable to Buyer in Buyer’s sole discretion.

At any time on or before the expiration of the Entitlements Contingency Deadline, Buyer may terminate this Agreement upon written notice to Seller if Buyer determines in its sole discretion that Buyer is unable or will be unable to obtain all Entitlements. On such termination, the Earnest Money shall promptly be refunded to Buyer and all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof. Buyer’s failure to provide such written notice on or before the expiration of the Entitlements Contingency Deadline shall be deemed Buyer’s waiver of its right to obtain the Entitlements as a condition to Closing.

Seller, at no cost to Seller, will cooperate in connection with Buyer’s efforts to obtain such permits, consents, and approvals required in connection with the Entitlements; provided, however, that Seller will not be required to, nor will Buyer enter into any agreement which serves to, place any permanent obligation, covenant or burden upon the Seller or the Property prior to Closing without Seller’s consent, not to be unreasonably withheld or delayed. Any and all expenses incurred by Buyer in conjunction with these matters will be Buyer’s responsibility. Seller will not oppose (orally or in writing) any proposed or actual development activities of Buyer at or in connection with the Property or any neighboring properties, and such prohibition extends to any oral or written opposition submitted to any Governing Authorities or at any neighborhood meetings.

6. **Easements.** In connection with Buyer’s development of the Subdivision and other property, it is necessary for Buyer to obtain a sixty (60) foot temporary construction easement over, across, and under certain of Seller’s property for the purposing of installing a sanitary sewer and related facilities. Accordingly, at Closing the Parties agree to execute, deliver, and record a temporary construction easement in substantially the form identified in Exhibit C attached hereto and incorporated herein (the “**Temporary Construction Easement**”). The sixty (60) foot temporary construction will extend thirty (30) feet on each side of the center line of the 20’ City Sewer Easement” identified on the Site Plan. Prior to constructing the sewer facilities, Buyer agrees to construct a temporary access drive to Seller’s home in the approximate location identified on Exhibit D attached hereto and incorporated herein

As more fully set forth in the Temporary Construction Easement, upon completion of the sewer facilities and acceptance by the City of Caldwell (“**City**”), the Temporary Construction Easement will automatically terminate and Seller will be required to convey, and hereby covenants and agrees to and with Buyer to convey, a permanent twenty (20) foot easement to the City, as such easement is graphically depicted on the Site Plan (as the 20’ City Sewer Easement). Sellers obligations under this Section 6 shall survive Closing and the execution and delivery of the Deed (as defined below).

7. Buyer's Conditions Precedent to Closing. Buyer's obligation to close this transaction is conditioned upon Buyer's satisfaction or waiver (or deemed waiver) of each of the following conditions by the dates identified herein. Buyer's failure to notify Seller in writing on or before the dates identified herein as to its satisfaction or waiver of the following conditions shall be deemed Buyer's waiver of such conditions. If Buyer notifies Seller in writing on or before the Closing Date that one or more of the following conditions (which have not been deemed satisfied) have not been satisfied, then this Agreement shall terminate, the Earnest Money shall promptly be refunded to Buyer, and all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof.

7.1 **Title.** Buyer's approval or deemed approval of title to the Real Property pursuant to and in accordance with Section 4.

7.2 **Title Insurance.** The Title Company is unconditionally prepared to issue to Buyer, at Closing, the Title Policy.

7.3 **Property.** Buyer's approval or deemed approval of the condition of the Property pursuant to and in accordance with Section 5.1.

7.4 **Entitlements.** Buyer's obtaining the Entitlements or waiver or deemed waiver thereof pursuant to and in accordance with Section 5.6.

7.5 **Property Condition.** There having been no material change in the condition of the Property and title between the date of the expiration of the Due Diligence Period and Closing unless caused by or consented to by Buyer.

7.6 **Seller Warranties.** The representations and warranties of Seller as set forth in this Agreement are true, complete, and accurate as of Closing.

7.7 **Seller Performance.** Seller has performed all its obligations, covenants, and agreements to be performed prior to Closing as set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, in the event of a failure of a condition precedent set forth in Section 7.6 or Section 7.7, such failure shall be a breach of this Agreement on the part of Seller and Buyer shall be entitled to exercise the remedies set forth in Section 15.

8. Seller's Condition Precedent to Closing. Seller's obligation to close is subject to Seller's satisfaction or waiver of each of the following conditions: (i) Buyer is not in breach of its material obligations under this Agreement; (ii) Buyer's representations and warranties are true and correct in all material respects as of the Closing Date; (iii) Title Company is unconditionally prepared to issue to Buyer, at Closing, the Title Policy; and (iv) Buyer has performed all its obligations, covenants, and agreements to be performed prior to Closing as set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, in the event of a failure of a condition precedent set forth in Section 8(ii) or 8(iv), such failure shall be a breach of this Agreement on the part of Buyer and Seller shall be entitled to exercise the remedies set forth in Section 15.

9. Closing.

9.1 **Closing Date.** This sale shall be closed in the office of the Closing Agent on or before the earlier of (a) thirty (30) days after Buyer has received the Entitlements; or (b) the date which is twelve (12) months after the Effective Date. Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement. As

used herein, "**Closing**" or "**Closing Date**" shall mean the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller.

9.2 **Prorations.** Real property taxes and assessments shall be prorated as of the Closing Date based upon a three hundred sixty-five (365) day year. All payments and installments due through the Closing Date on bonds, special taxes or assessments shall be paid by Seller. All other items of income and expense with respect to the Property, shall be prorated between Seller and Buyer as of the Closing Date. All such items attributable to the period up to the Closing Date shall be credited or charged to Seller. All such items attributable to the period on and after the Closing Date shall be credited or charged to Buyer.

Utility payments or charges shall not be adjusted through escrow if readings can be made at Closing by the utility companies. Buyer agrees to open accounts with the applicable utilities and to cooperate with Seller in requesting readings as of the Closing Date. In the event that appropriate readings cannot be obtained as of the Closing Date, then adjustments shall be made by Buyer and Seller through escrow on the basis of estimates from the latest bills available.

9.3 **Seller's Closing Costs.** Seller shall pay the cost of recording the Deed (as defined below), the premium for the Title Policy, Seller's brokerage fees, Seller's attorneys' fees, one-half (1/2) of Closing Agent's escrow fee, and customary closing costs and prorations.

9.4 **Buyer's Closing Costs.** Buyer shall pay any title insurance premiums for extended coverage and any additional endorsements requested by Buyer, Buyer's attorneys' fees, one-half (1/2) of Closing Agent's escrow fee, and customary closing costs and prorations.

9.5 **Possession.** Buyer shall be entitled to exclusive possession of the Property upon Closing.

9.6 **Delivery of Documents to the Closing Agent.** On or before the Closing Date, Seller and Buyer shall cause to be delivered into escrow fully executed originals and duly notarized (as applicable) of the following documents, together with escrow instructions, funds required to close, and any other documents reasonably required to close and/or complete the transactions contemplated herein:

9.6.1 A special warranty deed conveying fee simple title to the Real Property in substantially the form identified in Exhibit E attached hereto and incorporated herein (the "**Deed**");

9.6.2 The Temporary Construction Easement; and

9.6.3 An affidavit in compliance with Section 1445 of the Internal Revenue Code providing Seller's United States taxpayer identification number and business address and stating whether or not Seller is a "foreign person" as defined in the Internal Revenue Code and regulations applicable thereto ("**Code**"). If Seller fails to deliver such affidavit or is a "foreign person" as defined in the Code, Buyer shall be entitled to withhold from the Purchase Price, and to pay to the Internal Revenue Service, such amounts as are required to be withheld by the Code, and Seller agrees to cooperate with Buyer and to furnish Buyer with such tax forms and information as are reasonably required to insure Buyer's compliance with the Code.

10. **Risk of Loss; Condemnation.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of, or damage to, the Property prior to the date upon which Buyer assumes the risk of loss, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller and Closing Agent, and such termination shall be effective immediately; provided, however, that such termination shall not be effective if Seller agrees in writing to restore the Property to its present condition by the Closing Date; and provided further that Buyer may elect to purchase the Property in the condition existing on the Closing Date, in which event, Seller shall pay to Buyer

any insurance proceeds payable by reason of such loss or, alternatively at Buyer's option, Seller shall reduce the Purchase Price by the amount of any insurance proceeds payable by reason of such loss.

If the Property is or becomes the subject of a condemnation proceeding prior to Closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the Closing, and this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the total Purchase Price shall be reduced by the total of any condemnation award received by Seller at or prior to Closing. On Closing, Seller shall assign to Buyer all Seller's rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof; provided, if Seller learns about such proceedings within five (5) days of Closing, Seller shall notify Buyer immediately, and in any event, prior to Closing.

In the event damage to the Property or condemnation thereof results in Buyer's termination of the Agreement pursuant to this Section, all rights and obligations of the Parties under this Agreement shall terminate (except to the extent the same expressly survive the termination hereof) and the Closing Agent shall refund the Earnest Money to Buyer.

11. Operations Prior to Closing. Following the Effective Date, Seller shall, (a) maintain the Property in its comparable condition as of the Effective Date; (b) not allow any additional encumbrances to attach to the Property or amend or modify any existing encumbrances; (c) not enter into, amend, terminate, or modify any contracts related to the Property, including, without limitation, any leases or other occupancy or use agreements; and (d) use all commercially reasonable efforts to preserve the Property in good condition and repair, including, without limitation, the payment of all charges and liabilities and performance of all obligations arising from the use, occupancy, and operation of the Property of whatsoever nature predating the Closing except as to those items to be prorated as of the Closing Effective.

12. Seller's Representations and Warranties. In addition to other representations herein, Seller represents, warrants, and covenants to Buyer that the statements contained in this Section 12 are true, correct, and complete as of the Effective Date and will be true, correct, and complete as of the Closing Date. The representations and warranties of Seller contained in this Agreement shall not merge into the Deed and shall survive Closing for a period of twelve (12) months.

12.1 Authority. Seller, and each person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken.

12.2 No Encumbrances. Seller has good and marketable fee simple title to the Property. The Property is not subject to any leases (including, without limitation, farm leases or crop leases), tenancies or rights of persons in possession, and is free and clear of any liens or encumbrances created or caused by Seller, except the Permitted Exceptions.

12.3 No Violation of Law. To the actual knowledge of Seller, there are no violations of any ordinance, regulation, law, or statute of any governmental authority or agency pertaining to the Property.

12.4 No Liens. To the actual knowledge of Seller, there has been no labor performed or material furnished for the Property, or any part thereof, for which a mechanic's lien or liens or any other lien can be lawfully claimed by any person, party or entity on the Property. All persons and entities supplying labor, materials and equipment to the Property at Seller's request have been paid (or will be paid from proceeds at Closing) and to the actual knowledge of Seller, there are no pending or threatened claims of liens.

12.5 No Assessments. There are no currently due and payable assessments (other than those disclosed in the Commitment or appearing on Seller's tax bills) that have been levied against the Property;

12.6 Environmental Condition. To the actual knowledge of Seller: (i) No “Hazardous Material” is or has been transported to or from, or generated, placed, held, released, located, stored, or disposed of on, under, or at the Property; (ii) neither the Property nor any part of any improvements and equipment thereon contains any asbestos or polychlorinated biphenyls; (iii) Seller has not received any notice of any action or proceeding relating to any Hazardous Material or notice of any release or threatened release thereof on, under or at the Property or any notice contrary to (i) and (ii) above; and (iv) no underground or above ground storage tanks are or have been located on the Property. The term “Hazardous Materials” shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde, and any hazardous or toxic substances, pollutants, contaminants, wastes, or materials as defined under any Environmental Laws. The term “Environmental Laws” shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended, or any other similar federal, state, or local law, rule, or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto. Seller agrees to indemnify and hold Buyer harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys’ fees) and also including without limitation, costs of remedial action or cleanup, suffered or incurred by Buyer arising out of or related to any such use of the Property, or portion thereof, occurring prior to the conveyance to Buyer.

12.7 Litigation. There are no claims, actions, suits, arbitrations, proceedings, or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or, to the actual knowledge of Seller, threatened against, affecting or relating to the Property, or the transactions contemplated by this Agreement or Seller’s ability to perform its obligations under this Agreement.

12.8 Actual Knowledge. As used herein, the term “actual knowledge of Seller” means the actual knowledge of Brad Tabor without any duty to review or investigate the matters to which such knowledge, or the absence thereof, pertains and with no imputed knowledge whatsoever. In the event that, prior to the Closing Date, Buyer has actual knowledge that any representation or warranty made by Seller is incorrect and Buyer elects to proceed with Closing, Buyer shall be deemed to have waived such representation or warranty.

12.9 Opportunity to Inspect. Buyer acknowledges and agrees, for Buyer and Buyer’s successors and assigns, that (a) Buyer is being given a reasonable opportunity to inspect and investigate the Property and all aspects relating thereto, either independently or through agents, contractors, engineers or consultants of Buyer’s choosing; (b) Buyer will inspect and investigate the Property and engage the qualified agents, contractors, engineers or consultants as Buyer deems necessary to make all appropriate inquiry regarding the condition of the Property and adjacent properties; and (c) if Buyer does not terminate this Agreement as permitted herein, then, at the Closing, Buyer will acquire and accept the Property in its then-existing condition on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis (except with respect to Seller’s representations and warranties contained in this Agreement or in any document provided by Seller to Buyer at Closing for the applicable survival period).

12.10 No Other Representations or Warranties. Buyer acknowledges and agrees that, subject only to Seller’s representations and warranties contained in this Agreement or in any document provided by Seller to Buyer at Closing for the applicable survival period, neither Seller nor any agent, employee or representative of Seller has made, and Buyer will not rely upon, any representations or warranties of any kind or nature whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, including, without limitation: (a) the nature, quality or condition of the Property; (b) the value of the Property, the future income or profits that may be derived from any operation, development or use of the Property; (c) any costs, expenses, risks or liabilities arising from or attributable to the past or any future ownership of the Property; (d) the costs of owning, operating, repairing or maintaining the Property; (e) the marketability of the Property; (f) the habitability, merchantability or fitness of the Property for a particular purpose; (g) the suitability of soils and soil conditions affecting the Property for purposes of any future

construction or development; or (h) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority, including, without limitation, any environmental law.

13. Buyer Representations. Buyer, and each person signing on behalf of Buyer, has full power and authority to execute this Agreement and perform Buyer's obligations hereunder, and all necessary action to authorize this transaction has been taken. Buyer has no knowledge of any claims, actions, suits, arbitrations, proceedings or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or threatened against, affecting or relating to Buyer which would prohibit it from consummating the transaction described herein. No proceedings under any federal or state bankruptcy or insolvency laws have been commenced by or against Buyer that have not been terminated; no general assignment for the benefit of creditors has been made by Buyer; and no trustee or receiver of Buyer's property has been appointed.

14. Buyer's Post-Closing Obligations.

14.1 Final Approval; Plat Recording. Following Closing, Buyer shall obtain, at Buyer's sole cost and expense, and by exercising diligent, good faith efforts, the Final Approval by all applicable jurisdictions of the plat for the Subdivision in accordance with the Final Approval of the Entitlements ("**Final Plat Approval**"). Buyer agrees that the final plat for the Subdivision will identify Lot 28 as identified on the Site Plan as a shared driveway/common lot for the use and benefit of Lots 30, 31, and 32 as identified on the Site Plan.

14.2 Infrastructure. Buyer shall stub sewer, domestic water, electricity, and irrigation facilities into Lot 28, sized appropriately to serve Lots 30, 31, and 32 for residential purposes (the "**Infrastructure**"). Buyer will have no obligation to pave Lot 28 or to extend the utility facilities from Lot 28 to Lots 30, 31, and 32, as the same are identified on the Site Plan.

14.3 Status. Buyer shall keep Seller informed of the status of the Final Plat Approval. Prior to Buyer seeking Final Plat Approval, Buyer shall and does hereby agree to provide Seller with a copy of the proposed Final Plat for Seller's approval, which shall not be unreasonably withheld, conditioned or delayed. Seller shall approve or disapprove of the proposed Final Plat in writing within five (5) days after its receipt thereof, and any such disapproval shall be commercially reasonable and accompanied by an explanation of Seller's reasons for the disapproval, and Buyer shall thereafter submit a new proposed Final Plat to Seller for Seller's approval in accordance with this Section. This process shall repeat itself until the proposed Final Plat is approved. If Seller fails to either approve or disapprove of the proposed Final Plat in writing within such five (5) day period, then the proposed Final Plat shall be deemed approved.

14.4 Conveyance of Lots. Within ten (10) days after Buyer's recordation of a final plat for the Subdivision, Buyer shall convey to Seller the Four Lots, by special warranty deed, in a form substantially similar to the Deed, for no additional consideration paid by Seller. Seller acknowledges and agrees that the Four Lots will be subject to such matters as are of record on the Closing Date, to the Final Plat, and to such easements, license agreements, and the like that are necessary or advisable in connection with the Final Plat and/or the installation of the Infrastructure (e.g. utility easements).

15. Default.

15.1 Default. 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 describe the alleged default with particularity) and a period of ten (10) days to cure the default, except the cure period will not serve to extend the Closing Date.

15.2 **Pre-Closing Default.** In the event of a pre-Closing default by Seller hereunder, Buyer may, as its sole remedy, either (a) terminate this Agreement by notice to Seller, in which event Buyer shall have the right to receive a return of the Earnest Money, and the parties will have no further obligations under the Agreement except for those obligations that expressly survive the termination of this Agreement; or (b) seek specific performance of this Agreement; provided, however if Buyer fails to file an action for specific performance within sixty (60) days after the default, then Buyer's remedies will be limited to subpart (a) above. Further provided, if Seller, without legal excuse, makes specific performance unavailable as a remedy to Buyer, then Buyer shall have all rights and remedies available at law or in equity. If Buyer defaults, any and all of Buyer's rights and interests in the Property shall be immediately terminated, Buyer's rights under this Agreement shall become null and void, and the Earnest Money shall be forfeited to Seller as the agreed liquidated damages which shall be the sole and exclusive remedy of Seller. The Parties agree that, under the circumstances existing as of the date of this Agreement, actual damages may be difficult to ascertain and the Earnest Money is a reasonable estimate of the damages that will be incurred by Seller if Buyer defaults under this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that the limitations on remedies contained in this Section shall not apply to the Parties' respective indemnification obligations under this Agreement.

15.3 **Post-Closing Default.** Upon the occurrence of any post-Closing default by Buyer, Seller shall have all rights and remedies available to it at law or in equity, including, without limitation, the right to restrain Buyer's default or violation, or attempted or threatened default or violation of any of the terms, covenants, conditions or other provisions of this Agreement, by injunction, declaratory action, order of specific performance or other appropriate equitable relief. Upon the occurrence of any post-Closing default by Seller, Buyer may exercise any remedy available under law or equity, including, without limitation, the right to restrain Seller's default or violation, or attempted or threatened default or violation of any of the terms, covenants, conditions or other provisions of this Agreement, by injunction, declaratory action, order of specific performance or other appropriate equitable relief. Notwithstanding the foregoing, in the event of a post-Closing default by Seller, Buyer remains obligated to comply with the obligations of Section 13, including, but not limited to, obtaining Final Plat approval, installing the required infrastructure and conveying the Four Lots to Seller.

16. **Commissions.** Seller and Buyer represent and warrant to each other that neither has worked with or consulted any broker, agent, or finder to act on its behalf in connection with this transaction except for TOK Boise LLC ("**Broker**"). Seller agrees to pay a commission to Broker at Closing in accordance with a separate agreement between Seller and Broker. Subject to the foregoing, each Party ("**Indemnifying Party**") hereby agrees to indemnify, defend, and hold the other Party harmless from and against any and all liabilities, claims, costs, damages, judgments, expenses (including without limitation reasonable attorneys' fees), and proceedings of any kind whatsoever arising out of the claims of any person for any real estate commission, real estate finder's fee, real estate acquisition fee, or other real estate brokerage-type compensation arising from the Indemnifying Party's actions.

17. **Representation Confirmation and Acknowledgement Disclosure.** Check one (1) box in the Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with Buyer(s) and Seller(s):

Section 1:

- A. The brokerage working with Buyer(s) is acting as an AGENT for Buyer(s).
- B. The brokerage working with Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
- C. The brokerage working with Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), and has an ASSIGNED AGENT acting solely on behalf of Buyer(s).
- D. The brokerage working with 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 Seller(s).
- _____ D. The brokerage working with Seller(s) is acting as a NONAGENT for Seller(s).

The responsible broker for this transaction shall be Michael J. Ballantyne, designed broker for TOK Boise LLC.

Each Party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each Party confirms that the broker’s agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A “CUSTOMER” AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

18. Indemnification. Seller shall assume and pay all debts, charges, claims, damages and liabilities attributable to the Property and the operation thereof prior to Closing and shall hold Buyer harmless therefrom and indemnify and defend against same, except liabilities expressly assumed in writing by Buyer. Buyer shall assume and pay all debts, charges, claims, damages and liabilities attributable to the operation of the Property (or the Property itself) after Closing and shall hold Seller harmless from all liabilities assumed in writing by Buyer and all liabilities that arise as the result of Buyer’s operation of the Property after Closing.

19. Counterparts. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement or any document contemplated by this Agreement (excluding the Deed) via electronic mail or electronic signing service such as DocuSign shall be as effective as delivery of an executed original.

20. Notice. All notices, approvals, consents, requests, or elections required or permitted to be given under this Agreement shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed received upon the earlier of delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice shall be deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service; or (d) email transmission, in which event such notice shall be deemed received on the date sent if sent before 5:00 PM in the local time zone where the Real Property is physically located, or on the next day, if sent after 5:00 PM in the local time zone where the Real Property is physically located. Notwithstanding the foregoing: (i) if a Party does not provide an email address below, then email shall not be a valid form of notice hereunder; and (ii) 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. All such notices shall be addressed to the appropriate Party at the address set forth below, or at such other address as a Party may specify from time to time by notice to the other Party:

If to Seller: Brad Tabor
2919 Lincoln Rd.
Caldwell, Idaho 83605
Email: brad@ancoi.com

If to Buyer: Bella Tierra Holdings, LLC
2464 SW Glacier Pl., Ste. 110
Redmond, Oregon 97756

Email: tmokwa@hayden-homes.com

21. No Recordation. The Parties acknowledge and agree that this Agreement shall not be recorded.

22. 1031 Exchange. Each Party will cooperate with the other to allow each Party (and/or their respective principals) to effect an exchange qualified for tax deferral under Internal Revenue Code Section 1031 (a "**Tax Deferred Exchange**"), provided, such cooperation shall not delay the Closing and shall not require or result in any cost, liability, or expense to the Party so cooperating. Buyer and Seller expressly reserve the right to assign their respective rights, but not their obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before Closing and the other Party hereby agrees to fully cooperate with the requesting Party, at no cost or liability to such other Party, without a release of the requesting Party hereunder if the Tax Deferred Exchange fails to occur for any reason, or without delay in the Closing Date in the furtherance of this Tax Deferred Exchange.

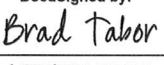
23. Attorneys' Fees. In the event of any controversy, claim, or action being filed or instituted between the Parties to interpret or enforce the terms of this Agreement, or arising from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the non-prevailing Party all costs, damages, and expenses, including without limitation reasonable attorneys' fees incurred by the prevailing Party (prior to trial, at trial, on appeal, and during any post-judgment collection activities).

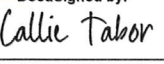
24. General. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement. The section headings of this Agreement have been inserted for convenience of reference only and shall not affect any construction or interpretation of this Agreement. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by both Parties. Except as otherwise provided in this Agreement, any waivers hereunder must be in writing. 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. This Agreement shall be governed in all respects by the laws of the State of Idaho. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the Parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. All time periods in this Agreement shall be deemed to refer to calendar days. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under this Agreement shall fall on a Saturday, Sunday, or holiday observed by the state courts sitting in Canyon County, Idaho, such act or notice shall be deemed timely if performed or given, or such notice shall be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in Canyon County, Idaho. Time is of the essence with respect to each and every covenant and obligation under this Agreement. All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of a conflict between such exhibits and the text of this Agreement, this Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

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

SELLER:

<small>DocuSigned by:</small>  <small>9F5E1A79A1B2F414...</small>	1/18/2022
Brad Tabor	Date

<small>DocuSigned by:</small>  <small>4E348063D97E43E</small>	1/18/2022
Callie Marie Tabor	Date

BUYER:

Bella Tierra Holdings, LLC,
an Idaho limited liability company

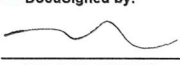
<small>DocuSigned by:</small> 	1/18/2022
By: Name: Bill Duffy Its: Vice President	Date

EXHIBIT A

Legal Description and Graphic Depiction of Real Property

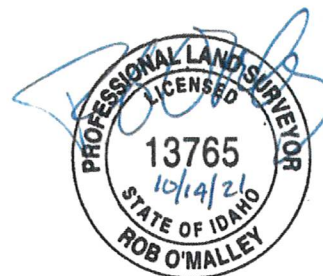
A parcel of land located in the W1/2 of the SW1/4 of the SE1/4 of Section 14, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar, marking the south one-quarter corner of said Section 14, from which a 5/8-inch rebar, marking the southeast corner of the SW1/4 of the SE1/4 (E1/16) of said Section 14 bears S.89°49'00"E., 1325.85 feet; thence, along the west boundary of said W1/2 of the SW1/4 of the SE1/4

- A) N.00°06'37"E., 1085.55 feet to the southwesterly boundary of Parcel 3 as shown on Record of Survey Instrument No. 88018382, records of Canyon County, Idaho; thence along said boundary,

- B) S.66°00'15"E., 370.92 feet to the **POINT OF BEGINNING**; thence, continuing,
 - 1) S.66°00'15"E., 146.83 feet to the south boundary of said Parcel 3; thence, along said boundary,
 - 2) S.89°50'46"E., 190.82 feet to the east boundary of the W1/2 of the SW1/4 of the SE1/4; thence, along said boundary,
 - 3) S.00°11'43"W., 210.80 feet; thence,
 - 4) N.85°53'15"W., 326.29 feet; thence,
 - 5) N.00°16'53"E., 247.63 feet to the **POINT OF BEGINNING**.

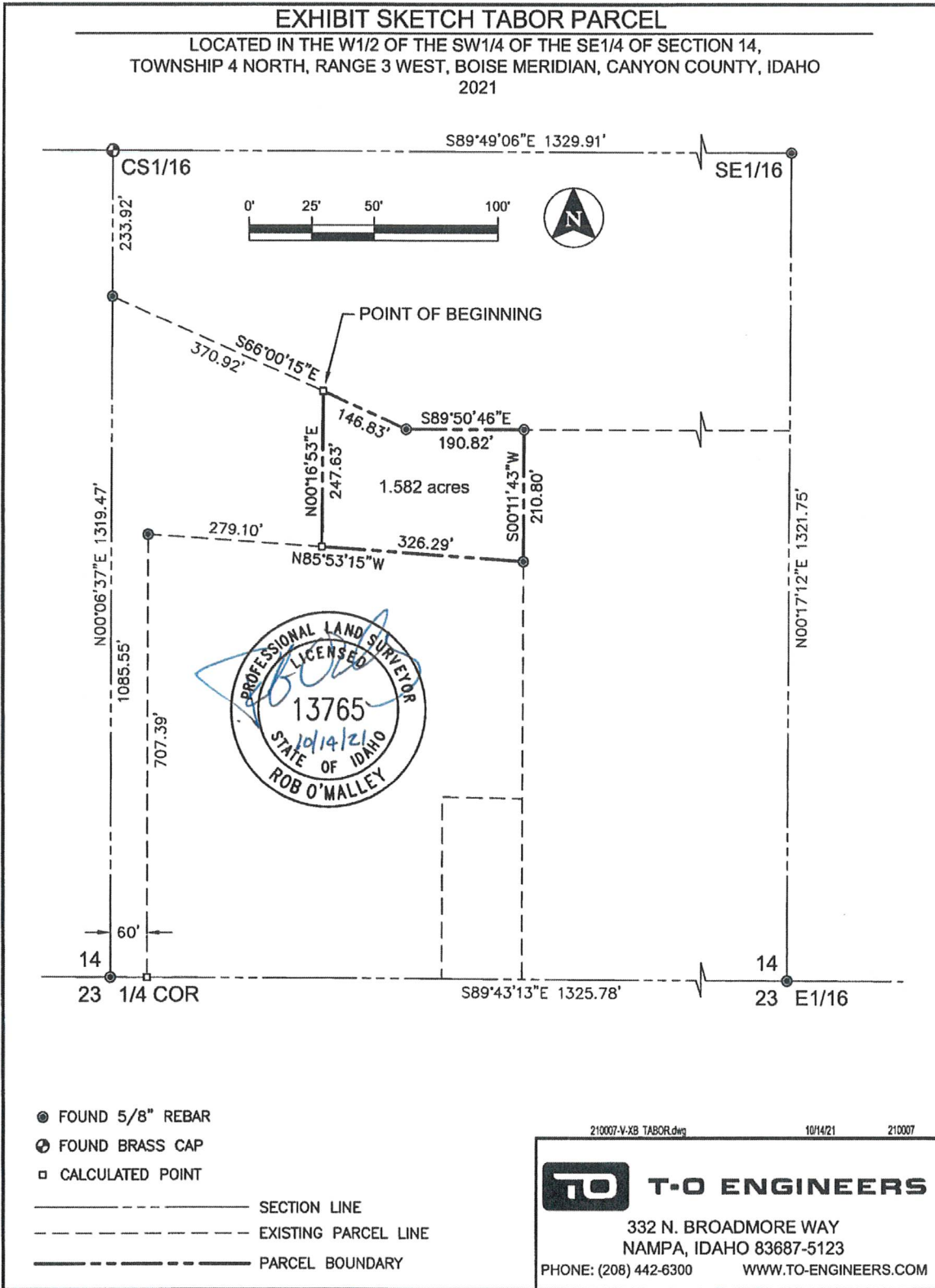
SAID PARCEL CONTAINS: 1.582 acres.



SITE PLAN

EXHIBIT SKETCH TABOR PARCEL

LOCATED IN THE W1/2 OF THE SW1/4 OF THE SE1/4 OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO
2021



- FOUND 5/8" REBAR
- ⊙ FOUND BRASS CAP
- CALCULATED POINT

- SECTION LINE
- EXISTING PARCEL LINE
- PARCEL BOUNDARY

210007-V-XB TABOR.dwg 10/14/21 210007

TO ENGINEERS

332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

EXHIBIT B

Site Plan

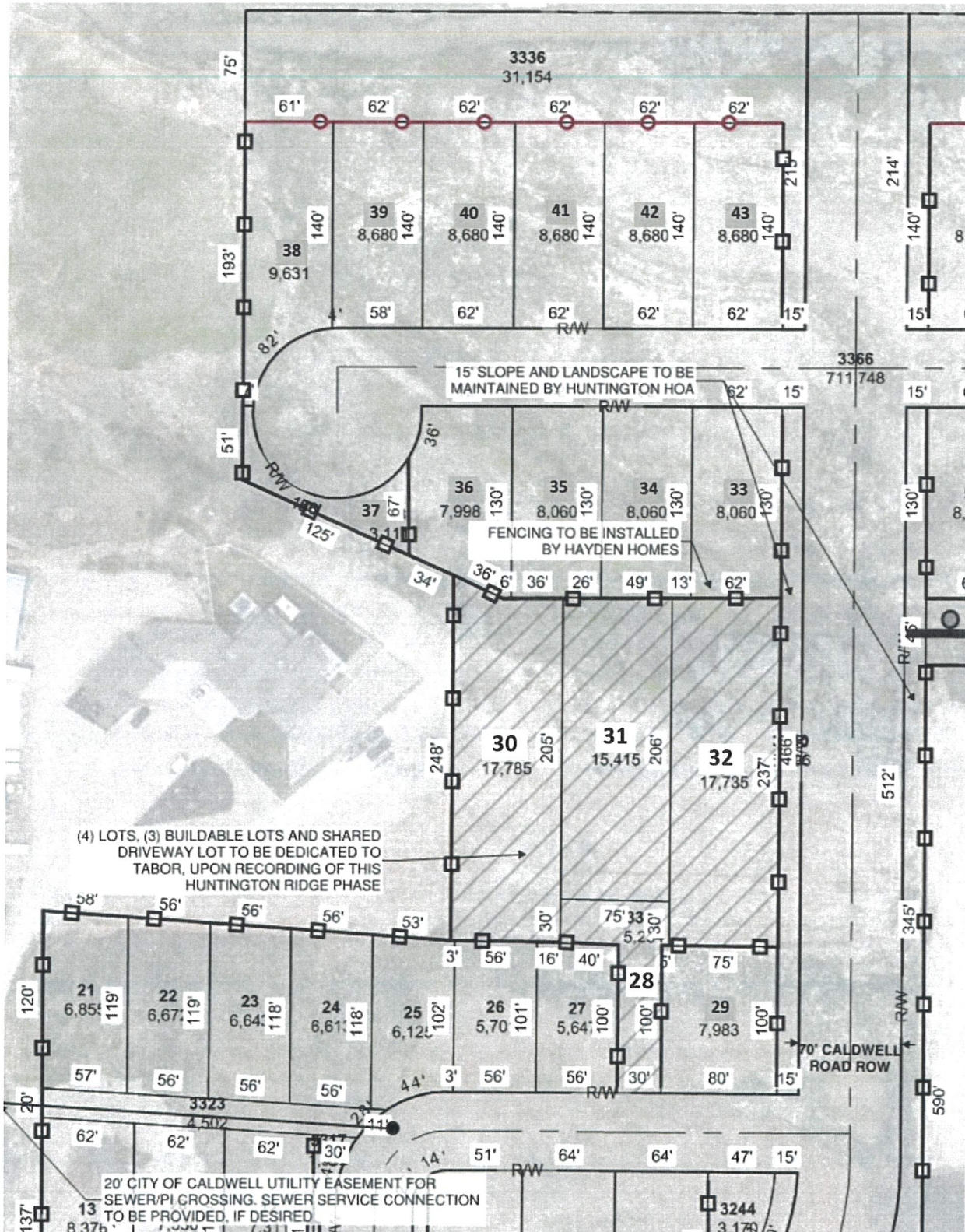


EXHIBIT C

Form Temporary Construction Easement

After recording, please return to:

Bella Tierra Holdings, LLC
Attn: Tim Mokwa
2464 SW Glacier Pl.
Redmond, Oregon 97756

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is entered into on this ___ day of _____, 20__ (the “**Effective Date**”), by and between Brad Tabor and Callie Marie Tabor, husband and wife (“**Tabor**”), whose address is 2919 Lincoln Rd., Caldwell, Idaho 83605, and Bella Tierra Holdings, LLC, an Idaho limited liability company (“**Bella**”), whose address is 2464 SW Glacier Pl., Redmond, Oregon 97756, Attn: Tim Mokwa. Bella and Tabor may each individually be referred to herein as a “**Party**” and collectively as the “**Parties**,” as appropriate under the circumstances.

RECITALS

A. Tabor owns that certain real property legally described on Schedule I attached hereto and incorporated herein (the “**Tabor Property**”).

B. Bella desires to obtain from Tabor, and Tabor desires to grant to Bella, a temporary, nonexclusive easement over, across, and under that portion of Tabor Property legally described on Schedule II attached hereto and incorporated herein (the “**Easement Premises**”), for the benefit of the real property legally described on Schedule III attached hereto and incorporated herein (the “**Bella Property**”), pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

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

1. Grant of Easement. Tabor hereby grants to Bella for the benefit of the Bella Property, a temporary, nonexclusive easement over, across, and under the Easement Premises for the purposes of constructing a sanitary sewer and related facilities, storing construction materials and equipment, construction staging, and for such other commercially reasonable uses that are necessary, advisable, or convenient to Bella in connection with construction of the sewer and related facilities on the Easement Premises. Bella and Bella’s members, managers, employees, contractors, and agents (collectively, “**Bella Parties**”) shall be entitled to use the Easement Premises for the purposes herein described.

2. Construction. Bella shall construct or cause to be constructed the sewer and related facilities in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances.

3. Term. The term of this Easement (“**Term**”) shall commence on the Effective Date and expire upon the earlier of: (a) the City of Caldwell’s acceptance of the sewer and related facilities; or (b) three (3) years after the Effective Date. On the expiration of the Term, this Agreement and the easement granted herein

shall terminate, and Tabor and Bella shall execute a recordable acknowledgement of termination of this Agreement upon written request from either Party.

4. Restoration. On or before the expiration of the Term, Bella shall cause the Easement Premises to be restored to substantially the same or better condition as existed on the Effective Date.

5. Permanent Easement. Upon completion of the sewer and related facilities, Tabor will grant a permanent easement to the City of Caldwell in substantially the form identified in Schedule IV attached hereto and incorporated herein.

6. Binding Effect. This Agreement and the easement granted herein shall run with the land during the Term hereof and be binding upon and inure to the benefit and burden of the Parties hereto and their respective successors and assigns. This Easement shall be indivisible from the lands appurtenant and shall not be transferred or assigned separately from the lands appurtenant.

7. Indemnification. Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, their successors and assigns, from any claim of liability or any other claim arising out of the Grantee's use of or entry upon the Easement Area or the Tabor Property, unless caused by Grantor's negligent or willful conduct.

8. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed received upon the delivery or refusal to accept delivery thereof; or (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; or (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice shall be deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service. All such notices shall be addressed to the appropriate Party at the address set forth in the preamble, or at such other address as a Party may specify from time to time by notice to the other Party.

9. General Terms and Conditions. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. This Agreement may be modified only in writing, signed by both Parties. This Agreement shall be governed in all respects by the laws of the State of Idaho. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the Parties hereto. Each Party agrees to take such further acts and execute such further documents and instruments as may be reasonably required to consummate the transactions set forth herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. Either Party may record this Agreement in the real property records of Canyon County, Idaho. The recitals to this Agreement and exhibits attached hereto are incorporated herein by reference as if set forth in their entirety herein. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and same document. Delivery of an executed counterpart of a signature page of this Agreement via facsimile transmission or electronic mail shall be as effective as delivery of an executed original.

[Remainder of page intentionally left blank; signature page follows.]

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

BELLA:

Bella Tierra Holdings, LLC,
an Idaho limited liability company

By: _____
Name: Bill Duffey
Its: Vice President

TABOR:

Brad Tabor

Callie Marie Tabor

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 20___, by Bill Duffey, as vice president of Bella Tierra Holdings, LLC.

Signature of notary public
My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 20___, by Brad Tabor.

Signature of notary public
My commission expires: _____

SCHEDULE I

Legal Description of Tabor Property

SCHEDULE II

Legal Description of Easement Premises

SCHEDULE III

Legal Description of Bella Property

SCHEDULE IV

Form of Permanent Easement

EASEMENT

THIS INDENTURE, Made this _____ day of _____, 20____, between _____, (“Grantor”); and CITY OF CALDWELL, a municipal corporation, situated in the County of Canyon, State of Idaho, (“Grantee”); WITNESSETH:

That Grantor, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant forever unto Grantee, its successors and assigns, for the purpose of operating and maintaining a gravity sewer trunk line, with the necessary appurtenances thereto, and for accessing Grantee’s property, full and free right to enter upon the real property of Grantor, said real property being described as follows:

**See Exhibit “A” and “B”, comprised of 2 pages
Attached hereto and made a part hereof (“Premises”)**

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. Grantee, the City of Caldwell, shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, Grantee, the CITY OF CALDWELL, will not unreasonably interfere with the normal use of the Premises and will, at its sole cost and expense and with due diligence, restore the Premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.
4. Grantor, at its cost and expense, shall have the right to construct a road or driveway over the Premises for ingress and egress to Grantor’s, its successors and assigns, adjoining property.

TOGETHER With the right of ingress and egress on said Premises for the purpose of constructing, operating, and maintaining said facilities and the necessary appurtenances thereto.

WITNESS the hand of said grantor this _____ day of _____, 20_____.

[Party of the First Part]
Company Name

Signature

Printed Name and Title

STATE OF IDAHO)
) ss.
County of)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared, _____
_____ known or identified to me to be the
_____ of the corporation that executed the foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public

Residing at _____
My Commission Expires _____

EXHIBIT D

Approximate Location of Temporary Access Drive

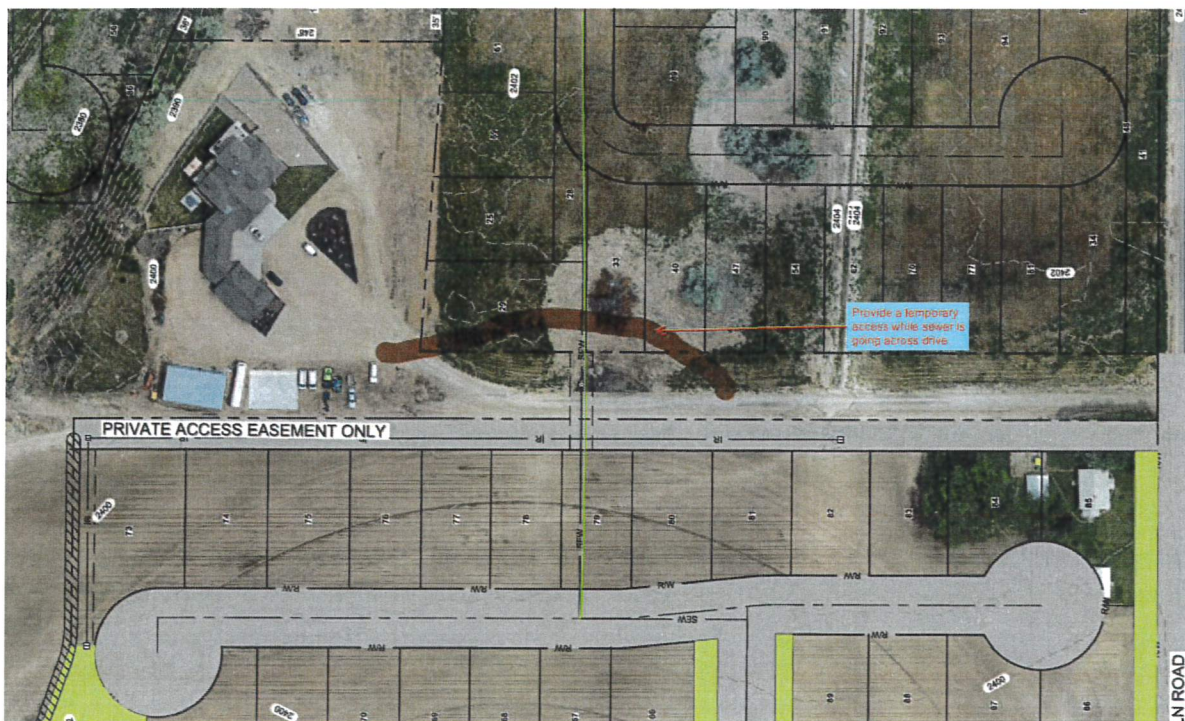


EXHIBIT E

Form Special Warranty Deed

When recorded return to:

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, Brad Tabor and Callie Marie Tabor, husband and wife (“Grantor”), does hereby bargain, sell, and convey unto [INSERT FINAL BUYER] (“Grantee”) whose address [Buyer address], all of Grantor’s right, title, and interest in and to the real property located in Canyon County, Idaho, more specifically described on Schedule I attached hereto and incorporated herein (“Property”).

TOGETHER WITH all of Grantor’s right, title and interest, if any, in and to all streets, alleys and rights of way adjacent thereto, all minerals and mineral rights and water and water rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances unto Grantee, its successors and assigns, forever.

AND Grantor, for itself, its successors, heirs, and assigns, does hereby covenant to and with Grantee that Grantor is the owner of the Property in fee simple and that the Property is free from all liens, claims, or encumbrances done, made, or suffered by Grantor, or any person claiming under Grantor, except (a) matters of record, (b) real property taxes and assessments for the current year that are not yet due and payable, and (c) any matters arising from the acts or omissions of Grantee or Grantee’s agents. Grantor hereby covenants to and with Grantee and its successors, heirs, and assigns that Grantor shall warrant and defend the same against any other liens, claims, or encumbrances done, made, or suffered by Grantor, or any person claiming under Grantor, but none other.

DATED effective _____, 2022 (the “Effective Date”).

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the Effective Date.

GRANTOR:

Brad Tabor

Callie Marie Tabor

STATE OF IDAHO)
) ss.
County of _____)

This record was acknowledged before me on this ___ day of _____, 2022, by Brad Tabor.

My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

This record was acknowledged before me on this ___ day of _____, 2022, by Callie Marie Tabor.

My Commission Expires _____

SCHEDULE I

Legal Description of Property

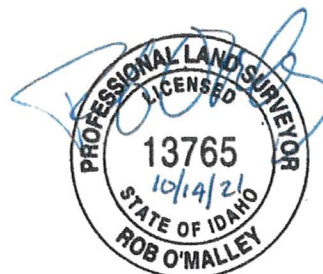
A parcel of land located in the W1/2 of the SW1/4 of the SE1/4 of Section 14, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar, marking the south one-quarter corner of said Section 14, from which a 5/8-inch rebar, marking the southeast corner of the SW1/4 of the SE1/4 (E1/16) of said Section 14 bears S.89°49'00"E., 1325.85 feet; thence, along the west boundary of said W1/2 of the SW1/4 of the SE1/4

- A) N.00°06'37"E., 1085.55 feet to the southwesterly boundary of Parcel 3 as shown on Record of Survey Instrument No. 88018382, records of Canyon County, Idaho; thence along said boundary,

- B) S.66°00'15"E., 370.92 feet to the **POINT OF BEGINNING**; thence, continuing,
 - 1) S.66°00'15"E., 146.83 feet to the south boundary of said Parcel 3; thence, along said boundary,
 - 2) S.89°50'46"E., 190.82 feet to the east boundary of the W1/2 of the SW1/4 of the SE1/4; thence, along said boundary,
 - 3) S.00°11'43"W., 210.80 feet; thence,
 - 4) N.85°53'15"W., 326.29 feet; thence,
 - 5) N.00°16'53"E., 247.63 feet to the **POINT OF BEGINNING**.

SAID PARCEL CONTAINS: 1.582 acres.





1211 W Myrtle Street, Plaza II Suite 100
Boise, ID 83702

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

2021-017438
RECORDED
03/10/2021 04:00 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 EHOWELL \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 748727 BD/SP

WARRANTY DEED

For Value Received Brad A Tabor, a married man
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

2919 Lincoln Road, LLC

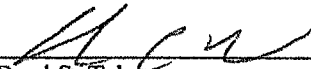
hereinafter referred to as Grantee, whose current address is 1388 Kettner Blvd, Unit 1102, San Diego,
CA 92101-2777

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

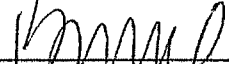
Dated: February 11, 2021



Brad A. Tabor

A.
State of IDAHO, County of ADA

This record was acknowledged before me on FEBRUARY 11, 2021 by Brad A. Tabor
A.



BRENDA DANIEL
Signature of notary public
Commission Expires: MARCH 7, 2023

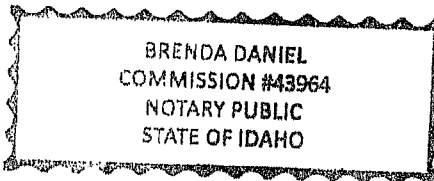


EXHIBIT A

A parcel of land situated in the West 1/2 of the Southwest Quarter of the Southeast Quarter of Section 14, Township 4 North, Range 3 West, Canyon County, Idaho, as shown on the Record of Survey recorded March 4, 2021 as Instrument No. 2021-015796 in the office of the Recorder for Canyon County, Idaho and more particularly described as follows:

Commencing at the South Quarter corner of said Section 14, marked by a brass cap; thence along the South line of said Section 14
North 89°38'44" East (formerly North 89°41'12" East) 60.00 feet to the Point of Beginning, marked by an iron pin; thence leaving said South line and along a line parallel with the North-South centerline of said Section 14
North 00°31'21" West, 707.30 feet to an iron pin; thence
South 86°31'09" East (formerly South 86°28'42" East) 605.42 feet to a point on the East line of said West 1/2 of the Southwest Quarter of the Southeast Quarter, marked by an iron pin; thence along said East line
South 00°26'01" East (formerly South 00°23'34" East) 379.18 feet to an iron pin; thence leaving said East line
North 89°27'58" West (formerly North 89°25'31" West) 129.08 feet to an iron pin; thence along a line parallel with said East line
South 00°26'01" East (formerly South 00°23'34" East) 289.62 feet to a point on the South line of said Section 14, marked by an iron pin; thence along said South line
South 89°38'44" West (formerly South 89°41'12" West) 473.85 feet to the Point of Beginning.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (“**Assignment**”) is entered into on April 13, 2021 (the “**Assignment Date**”), by and between 2919 Lincoln Road, LLC, an Idaho limited liability company (“**Assignor**”), and Bella Tierra Holdings, LLC, an Idaho limited liability company (“**Assignee**”). Assignor and Assignee may each be referred to herein individually as a “**Party**” and collectively as the “**Parties**,” as appropriate under the circumstances.

RECITALS

A. Assignor, as Buyer, entered into that certain RE-24 Vacant Land Real Estate Purchase and Sale Agreement dated January 21, 2021, as modified by that certain Addendum #1 dated January 21, 2021, as modified by that certain Addendum #2 dated January 25, 2021, as modified by that certain Addendum #3 dated January 28, 2021, and as modified by that certain Addendum #4 dated March 16, 2021 (collectively, the “**Purchase Agreement**”), with Richard Mitchell Bicandi and Roberta Bicandi (collectively, “**Seller**”), as Seller, in connection with the real property commonly known as 2909 Lincoln Rd., Caldwell, Idaho 83605, as more particularly described in the Purchase Agreement (the “**Property**”). All capitalized terms not otherwise defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

B. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of Assignor’s right, title, and interest in and to the Purchase Agreement, pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** As of the Assignment Date, Assignor irrevocably: (a) assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement; and (b) delegates to Assignee all of Assignor’s obligations, duties, and liabilities under the Purchase Agreement.

2. **Assumption.** As of the Assignment Date, Assignee irrevocably accepts the foregoing assignment and delegation by Assignor and assumes and agrees to be bound by all of the terms of, and to undertake all of the obligations, duties, and liabilities of Assignor contained in, the Purchase Agreement to the same extent as if Assignee were the original party to the Purchase Agreement.

3. **Plans, Permits, and Approvals.** Without limiting the generality of Section 1, the Parties acknowledge and agree that Assignor has assigned to Assignee, and will deliver to Assignee, all of Assignor’s right, title, and interest, if any, in and to the following as they relate to the Property (collectively, the “**Plans, Permits, and Approvals**”): any traffic impact fees and traffic impact fee credits; all annexation, zoning, plat (preliminary and final), architectural, site, landscaping, and other applications, approvals, and permits; all other development applications, approvals, permits, and rights; zoning certificates; all other authorizations and other entitlements; and all plans, specifications, reports, tests, studies, environmental assessments, and other similar documents and materials relating to the ownership, use, or development of the Property. As consideration for the Plans, Permits, and Approvals, Assignee shall pay \$40,000.00 to Assignor on or before April 14, 2021.

4. **Earnest Money.** The Parties hereby acknowledge and agree that pursuant to the Purchase Agreement, Assignor has delivered to Pioneer Title (“**Escrow Agent**”) the sum of \$100,000.00 in the form of earnest money (the “**Original Earnest Money**”). Without limiting the generality of Section 1 hereof, the Parties acknowledge and agree that Assignor has assigned all of Assignor’s right, title, and interest in and to the Original Earnest Money to Assignee, and Assignee has accepted and assumed the same. As consideration for the transactions contemplated herein, on or before April 14, 2021, Assignee shall pay \$100,000.00 to Assignor as a reimbursement of Assignor’s payment of the Original Earnest Money to Escrow Agent. For the avoidance of doubt, the Parties acknowledge and agree that the total due Assignor on or before April 14, 2021 under Section 3 and this Section 4 is the sum of \$140,000.00.

5. **Additional Consideration.** As additional consideration for the transactions contemplated herein, Assignee shall pay to Assignor \$400,000.00 upon Assignee’s closing on the Property in accordance with the terms of the Purchase Agreement, as may hereinafter be amended. The foregoing payment obligations are conditioned upon Assignee not having re-assigned the Purchase Agreement to Assignor pursuant to Section 6 or Assignor otherwise terminating the Purchase Agreement prior to the applicable payment dates.

6. **Re-Assignment.** In the event that Assignee decides to terminate the Purchase Agreement or otherwise decides not to close on the Property, for any reason or no reason whatsoever as determined by Assignee in its sole discretion, then Assignee shall give Assignor written notice of such decision (a “**Termination Notice**”). In such event, Assignor shall have the right (but not the obligation) to have the Purchase Agreement re-assigned to Assignor (the “**Re-Assignment**”). In order to exercise its right of Re-Assignment, Assignor shall have forty-eight (48) hours after its receipt (or deemed receipt) of the Termination Notice in which to notify Assignee in writing of the exercise of its right (a “**Re-Assignment Notice**”), which election is irrevocable once given. If Assignor elects a Re-Assignment and performs in accordance with the terms of this Section 6, then the Parties agree to execute an assignment and assumption on substantially the same terms as set forth in Sections 1, 2, 3, 7, and 10 hereof.

7. **Expenses.** Subject to the payments to Assignor described in Sections 3 and 4, each Party will bear such Party’s own costs and expenses (including legal fees and expenses) incurred in connection with the Property and in connection with the drafting and execution of this Assignment and the transactions contemplated hereby.

8. **Brokers.** The Parties agree that, upon closing, there is a real estate brokerage commission of \$15,000.00 payable to TOK LLC (“**Assignee’s Broker**”) in connection with this Assignment, which commission will be paid by Assignee. Each Party hereby represents and warrants to the other Party that no person or entity (other than Assignee’s Broker, as to Assignee only) can properly claim a right to a real estate commission, real estate finder’s fee, real estate acquisition fee, or other real estate brokerage-type compensation (collectively, “**Real Estate Compensation**”) based upon the acts or omissions of that Party with respect to the transaction contemplated by this Assignment. Each Party hereby agrees to indemnify, defend, and hold the other Party harmless from and against any and all loss, cost, liability, and expense (including but not limited to attorneys’ fees) resulting from any claim for Real Estate Compensation (except for the Real Estate Compensation due to Assignee’s Broker by Assignee) by any person or entity based upon such Party’s acts or omissions.

9. **Notice.** All notices, approvals, consents, requests, or elections required or permitted to be given under this Assignment shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed received upon the earlier of delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; (c) a nationally-recognized overnight delivery service

(e.g., FedEx), in which event such notice shall be deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service; or (d) email transmission, in which event such notice shall be deemed received upon transmission thereof unless the sender learns that the email did not reach the receiving 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. All such notices shall be addressed to the appropriate Party at the address set forth below, or at such other address as a Party may specify from time to time by notice to the other Party:

If to Assignor: 2919 Lincoln Rd, LLC
Attn: Martin Goodman
1388 Kettner Blvd, Unit 1102
San Diego, CA 92101-2777
Email: martygoodman@me.com

If to Assignee: Bella Tierra Holdings, LLC
Attn: Tim Mokwa
2464 SW Glacier Pl., Ste. 110
Redmond, Oregon 97756
Email: tmokwa@hayden-homes.com

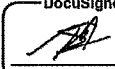
10. General Terms and Conditions. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Assignment and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Assignment or any amendments or exhibits to this Assignment. This is the entire Assignment of the Parties with respect to the matters covered hereby and supersedes all prior Assignments between them, written or oral. This Assignment is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the Parties. This Assignment shall be governed in all respects by the laws of the State of Idaho. Each Party agrees to take such further acts and execute such further documents and instruments as may be reasonably required to consummate the transactions set forth herein. The recitals to this Assignment are incorporated herein by reference as if set forth in their entirety herein. All time periods in this Assignment shall be deemed to refer to calendar days. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under this Assignment shall fall on a Saturday, Sunday, or holiday observed by the state courts sitting in Ada County, Idaho, such act or notice shall be deemed timely if performed or given, or notice shall be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in Ada County, Idaho. Time is of the essence with respect to each and every covenant and obligation under this Assignment. This Assignment may be executed in one or more counterparts, which taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Assignment via facsimile transmission or electronic mail shall be as effective as delivery of an executed original.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Assignment Date.

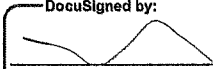
ASSIGNOR:

2919 Lincoln Road, LLC,
an Idaho limited liability company

By: 
Name: Martin Goodman
Its: Manager

ASSIGNEE:

Bella Tierra Holdings, LLC
an Idaho limited liability company

By: 
Name: Bill Duffy
Its: Vice President



WIRE INSTRUCTIONS

Bank Information:

**Mountain West Bank, a division of Glacier Bank
2024 Caldwell Blvd.
Nampa, Idaho 83651**

Account Name: Alliance Title & Escrow, LLC

ABA/Routing No: 123171955

Account No: 832300002892

**Attn: Cheree Bartram
Re: 531556 -**

Please reference customer name or order number.

**Do NOT send an ACH Deposit or Direct Deposit to prevent delays in
completing your transaction.**

**1005 W Sanetta St., Nampa, ID 83651
Phone (208)465-6600
Fax (208)465-6603**

American Land Title Association

ALTA Settlement Statement - Buyer

Adopted 05-01-2015

File No./Escrow No.: 531556
 Print Date & Time: 1/13/2022 8:35:54 AM
 Officer/Escrow Officer: Cheree Bartram

Alliance Title & Escrow, LLC
 1005 W Sanetta St.
 Nampa, ID 83651
 (208)465-6600

Property Address: 0 LINCOLN ROAD
 CALDWELL, ID 83605 (CANYON)
 (R34792000 0)

Buyer: HDP HUNTINGTON RIDGE, LLC
 1316 Sherman Avenue
 #215
 Evanston, IL 60201

Seller: PHILIP C. PAYNTER AND NEIL S. PAYNTER, CO-PERSONAL REPRESENTATIVES OF THE
 ESTATES OF CHARLES S. PAYNTER, JR., AND NORMA A. PAYNTER, HUSBAND AND WIFE,
 DECEASED, FILED AS CASE NO. CV1710815 IN THE THIRD JUDICIAL DISTRICT OF THE STATE
 OF IDAHO, IN AND FOR THE COUNTY OF CANYON
 17147 Mule Deer Lane
 Caldwell, ID 83605

Settlement Date: 1/14/2022
 Disbursement Date: 1/14/2022

Description	Buyer	
	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$2,450,000.00	
Earnest Money Deposited 1/4/2021 from Hayden Homes, LLC		\$150,000.00
Additional Deposit for Extension from Hayden Homes, LLC		\$50,000.00
Additional Deposit from Hayden Homes, LLC		\$50,000.00
Option Deposit from Hayden from Hayden Homes, LLC		\$1,225,000.00
Closing Costs Paid by from Hayden Homes, LLC		\$566.98
Prorations		
County taxes 1/1/2022 to 1/14/2022 @ \$359.54/Year		\$12.77
Title Charges		
Settlement or closing fee to Alliance Title & Escrow, LLC	\$650.00	
eRecording Fee paid to Simplifile - Buyer/Borrower to Alliance Title & Escrow, LLC \$4.75	\$4.75	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
Additional Settlement Charges		
Reimburse Earnest Money to Hayden Homes, LLC \$250,000.00	\$250,000.00	
	Debit	Credit
Subtotals	\$2,700,569.75	\$1,475,569.75
Due From Buyer		\$1,225,000.00
Totals	\$2,700,569.75	\$2,700,569.75

CONSUMER PROTECTION ALERT: Alliance Title & Escrow Corp. does not deliver wire instructions via e-mail to you or your agent, without a verbal request and confirmation of receipt, to include verification of the accuracy of wire information. If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Alliance Title & Escrow, LLC to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

HDP HUNTINGTON RIDGE, LLC
By: HDP Blue Investments II, LLC, a Delaware limited liability company
By: HDP Blue Holdings II, LLC, a Delaware limited liability company
By: Grass Lake Capital, LLC, a Delaware limited liability company

Christopher J Fiegen
By: Christopher J Fiegen, Its Manager

SETTLEMENT COORDINATOR

Chereez Bartram
Chereez Bartram

CONSUMER PROTECTION ALERT:

Wire fraud activity is real and the real estate industry has been targeted!

Alliance Title & Escrow, LLC does not deliver wire instructions via e-mail to you or your agent, under any circumstances. All wire instruction will be delivered thru Certifid, a secure portal.

If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

If you have already received wire instructions, please verify the accuracy of the account information with your escrow officer BEFORE wiring funds.

HDP HUNTINGTON RIDGE, LLC

By: HDP Blue Investments II, LLC, a Delaware limited liability company

By: HDP Blue Holdings II, LLC, a Delaware limited liability company

By: Grass Lake Capital, LLC, a Delaware limited liability company

DocuSigned by:

Christopher J Fiegen

7058D1B8C31402...

By: Christopher J Fiegen, Its Manager

1/13/2022 | 10:01 AM MST

Dated



1005 W Sanetta St., Nampa, ID 83651 (208)465-6600 Fax No. (208)465-6603
ESCROW CLOSING INSTRUCTIONS

Escrow No. 531556
Date: January 12, 2022

To: Alliance Title & Escrow, LLC

Before close of escrow Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon has or will deposit with you under these instructions the following:

(X) Executed Warranty Deed

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller Two Million Four Hundred Fifty Thousand Dollars and No Cents Dollars (\$2,450,000.00) subject to any charges and/or credits authorized herein; AND

HDP HUNTINGTON RIDGE, LLC has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

(X) Earnest Money in the amount of \$250,000.00 released to seller

() Proceeds of Loans (if any) in the amount of

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

- 1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Owners Policy in the amount of \$2,450,000.00 on the real property described in Title Commitment No. 531556 which the undersigned have read and approved, which will show record title vested in: HDP HUNTINGTON RIDGE, LLC free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions B1-19 as set forth in above referenced Title Commitment dated 12/21/2021 AND

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements(s) examined and approved by the parties hereto and by this reference made a part hereof.

Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein, OR delivered in accordance with the disbursement instructions attached.

Escrow holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:

Warranty Deed

- 2. You are instructed to prorate as of Date of Deed Recording the following:

Real Property Taxes

And it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in any prorate herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorated amounts provided above.

It is understood and agreed that the real property tax proration herein is based on 2021 taxes in the amount of \$359.54. The undersigned parties hereby affirm and agree that Escrow holder, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax and/or any subsequent tax, as shown in the tax statement(s) forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of this escrow. Escrow holder shall not be responsible or liable for any subsequent taxes that may arise as a result of real property taxes having previously been assessed as personal property taxes nor any reimbursements as required thereby.

I/We the Buyer(s) acknowledge that we have been credited for a pro-rata amount of Seller(s) taxes for the current year based on the last available information. I/We hereby agree to pay said taxes when they become due and payable.

Alliance Title & Escrow, LLC accepts no responsibility for and the undersigned hereby hold harmless Alliance Title & Escrow, LLC for the change in taxes levied from the previous year to the current year.

If Seller(s) have given the Buyer(s) excess credit based on the estimate as compared to actual figures, Buyer(s) agree to reimburse the Seller(s) for the difference, outside of escrow.

If Buyer(s) have not received enough credit based on the estimate as compared to actual figures, Seller(s) agree to reimburse Buyer(s), outside of escrow.

Buyer(s) or Seller(s) agree to reimburse one another within ninety (90) days from the date tax notices are received.

Seller(s) agree to promptly forward to Buyer(s) any tax bills received by Sellers(s) for the current year.

Buyer Initials

CF

Seller Initials

3. All water, water rights and utility charges and changes of ownership, if applicable (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow. Escrow holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow holder has or may have other banking relationships and further consent to the retention by Escrow holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
Escrow holder shall not be responsible for the penalties, or loss of principal or interest or any delays in the withdrawal of funds which may be imposed by the depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall Escrow holder be liable for any loss or impairment of funds while those funds are in the course of collection or are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of financial institution, including any loss resulting from FDIC/FSLIC imposed regulations.
7. These instructions are effective for 14 days from date hereof; and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any Purchase and Sale Agreement, executed by the parties herein, and that said Purchase and Sale Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of any terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.
10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
11. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as Escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that the non-prevailing party, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The non-prevailing party shall be liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the non-prevailing party shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
13. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof not to exceed \$10.00 per month.
14. **NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to 15% for an individual, and 35% for an entity (such as trust/LLC/Corporation) based on the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Alliance Title & Escrow, LLC has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Alliance Title & Escrow, LLC is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. Alliance Title & Escrow, LLC is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Alliance Title & Escrow, LLC is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

ADDITIONAL INSTRUCTIONS

Based on our records, we believe that the legal description in the title commitment issued in conjunction with this closing fully describes the land you have requested we insure. To ensure that the proper parcel of land will appear on all documents and on policy of title insurance, we require verification and acceptance of the legal description used in the aforementioned commitment by the buyer/borrower and/or seller in this transaction.

Buyer Initials: CF Seller Initials: _____

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:
 We have been specifically informed that Alliance Title & Escrow, LLC is not licensed to practice law and no legal or accounting advice has been offered by Alliance Title & Escrow, LLC or any of its employees. We have been further informed that Alliance Title & Escrow, LLC is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction. I/We have also been advised that we can obtain a copy of the privacy policy of Alliance Title & Escrow, LLC on line at www.alliancetitle.com/About/Privacy-Policy or by requesting it

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to herein.

These escrow-closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

We further understand that Alliance Title & Escrow, LLC assumes no liability as to any law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

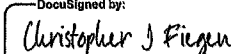
THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME

Buyer(s):

Seller(s)

HDP HUNTINGTON RIDGE, LLC
 By: HDP Blue Investments II, LLC, a Delaware limited liability company
 By: HDP Blue Holdings II, LLC, a Delaware limited liability company
 By: Grass Lake Capital, LLC, a Delaware limited liability company

Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estate of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

DocuSigned by:

 By: Christopher J Fiegen, Its Manager

Philip C. Paynter, Co-Personal Representative

Neil S. Paynter, Co-Personal Representative

Forwarding Address:
 1316 Sherman Avenue
 Evanston, IL 60201

Forwarding Address:
 17147 Mule Deer Lane
 Caldwell, ID 83605

Preference for document copies (Please check all boxes that you require):

<input type="checkbox"/>	Paper Copy	<input type="checkbox"/>	Encrypted Email
<input type="checkbox"/>	USB Flash Drive	<input type="checkbox"/>	

The foregoing instructions have been acknowledged and received by Alliance Title & Escrow, LLC

By: Cheree Bartram
 Cheree Bartram

Dated: January 12, 2022



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:531556

FOR VALUE RECEIVED

Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

HDP HUNTINGTON RIDGE, LLC

whose current address is

**1316 Sherman Avenue #215
Evanston, IL 60201**



the grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

This parcel is a portion of the SW ¼ SE ¼ and of the SE ¼ SE ¼ of Section 14 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼ SE ¼, (CS1/16 Corner, Section 14) a found brass cap monument;

thence North 89°33'05" East along the North boundary of said SW ¼ SE ¼ a distance of 193.60 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 00°31'21" East a distance of 43.00 feet;

thence continuing North 89°33'05" East along said North boundary a distance of 1136.33 feet to the Northeast corner of the SW ¼ SE ¼, a found 5/8 inch diameter rebar;

thence North 89°32'57" East along the North boundary of the SE ¼ SE ¼ a distance of 1329.90 feet to the Northeast corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;

thence South 00°10'15" East along the East boundary of the SE ¼ SE ¼, a distance of 1049.11 feet to a point on the centerline of the Mason Creek Drain;

thence along said centerline bearing North 64°26'23" West a distance of 222.01 feet;

thence South 00°10'15" East parallel with the East boundary of the SE ¼ SE ¼ a distance of 372.00 feet to a point on the South boundary of the SE ¼ SE ¼;

thence South 89°39'12" West along the said South boundary a distance of 1125.87 feet to the Southwest corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;

thence North 00°20'41" West along the West boundary of the SE ¼ SE ¼ a distance of 878.10 feet;

thence South 89°35'12" West a distance of 855.15 feet to a found ½ inch diameter rebar;

thence North 66°38'01" West a distance of 306.02 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00°31'21" West parallel with the West boundary of the SW ¼ SE ¼, a distance of 319.50 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 12, 2022

Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estate of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

Philip C. Paynter, Co-Personal Representative

Neil S. Paynter, Co-Personal Representative

State of Idaho } ss.
County of Canyon }

On this _____ day of January, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Philip C. Paynter and Neil S. Paynter known or identified to me to be the person whose name is subscribed to the foregoing instrument as Co-Personal Representatives of the Estates of Charles S. Paynter, Jr. and Norma A. Paynter,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: Nampa, ID.
Commission Expires: 08-16-23



Read & Approved

Transaction Identification Data for reference only:

Issuing Agent: Alliance Title & Escrow, LLC
Issuing Office: 250 S 5th St., Ste. 100, Boise, ID 83702
Loan ID Number:
Customer Reference Number:
Issuing Office File Number: 531556
Property Address: 0 Lincoln Road, Caldwell, ID 83605
Revision Number: 4 to update proposed insured buyer

SCHEDULE A

- 1. Commitment date: **December 21, 2021 at 7:30 A.M**
- 2. Policy or Policies to be issued:

(a) **2006 ALTA® Owner's Policy**

Standard

Extended

Amount:

\$2,450,000.00

Premium:

\$5,950.00

DS
WF

Proposed Insured:

HDP HUNTINGTON RIDGE, LLC

(b) **2006 ALTA® Loan Policy**

Standard

Extended

Amount:

Premium:

\$0.00

Endorsements:

Proposed Insured:

- 3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
- 4. Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:
Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon
- 5. The Land is described as follows:

See Attached Exhibit 'A'

Old Republic National Title Insurance Company

Authorized Signatory

File No. 531556

Exhibit 'A'

This parcel is a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, (CS1/16 Corner, Section 14) a found brass cap monument;

thence North $89^{\circ}33'05''$ East along the North boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 193.60 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South $00^{\circ}31'21''$ East a distance of 43.00 feet;

thence continuing North $89^{\circ}33'05''$ East along said North boundary a distance of 1136.33 feet to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;

thence North $89^{\circ}32'57''$ East along the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 1329.90 feet to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;

thence South $00^{\circ}10'15''$ East along the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 1049.11 feet to a point on the centerline of the Mason Creek Drain;

thence along said centerline bearing North $64^{\circ}26'23''$ West a distance of 222.01 feet;

thence South $00^{\circ}10'15''$ East parallel with the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 372.00 feet to a point on the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;

thence South $89^{\circ}39'12''$ West along the said South boundary a distance of 1125.87 feet to the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;

thence North $00^{\circ}20'41''$ West along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 878.10 feet;

thence South $89^{\circ}35'12''$ West a distance of 855.15 feet to a found $\frac{1}{2}$ inch diameter rebar;

thence North 66°38'01" West a distance of 306.02 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00°31'21" West parallel with the West boundary of the SW ¼ SE ¼, a distance of 319.50 feet to the TRUE POINT OF BEGINNING.



**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
6. Intentionally deleted.
7. Intentionally deleted.
8. The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for HDP HUNTINGTON RIDGE, LLC, a limited liability company.
9. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of HDP HUNTINGTON RIDGE, LLC.

Note No. 1: We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: Charles S. Paynter, Jr., a married man dealing in his sole and separate property

Grantee: Charles S. Paynter, Jr. and Norma A. Paynter, husband and wife

Recorded: March 17, 1972

Instrument No.: 679619

Note No. 2: We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: Charles S. Paynter, Jr. and Norma A. Paynter, husband and wife

Grantee: Neil S. Paynter and Joy L. Paynter, husband and wife

Recorded: June 17, 1977

Instrument No.: 803460

Note No. 3: We find the following activity in the past 24 months regarding transfer of title to subject property:

Co-Personal Representative's Deed:

Grantor: Philip C. Paynter and Neil S. Paynter, as Co-Personal Representatives of the Estates of Charles S. Paynter, Jr. and Norma A. Paynter, deceased

Grantee: Philip C. Paynter, a single person

Recorded: March 16, 2020

Instrument No.: 2020-014273

Re-recorded: January 5, 2021

Instrument No.: 2021-000581

Note: Legal description to the property in question and other property deleted.

Note No. 4: We find the following activity in the past 24 months regarding transfer of title to subject property:

Quitclaim Deed:

Grantor: Philip C. Paynter, a single person

Grantee: Estates of Charles S. Paynter, Jr. and Norma A. Paynter

Recorded: December 1, 2020

Instrument No.: 2020-071380

Re-recorded: June 5, 2021

Instrument No.: 2021-000580

Note No. 5: Taxes, including any assessments collected therewith, for the year shown below are paid:

Amount: \$406.76

Year: 2020

Parcel No.: R34792000 0

Note No. 6: As of the date hereof there are no matters against HDP HUNTINGTON RIDGE, LLC which would appear as exceptions in the policy to issue, except as shown herein.

Note No. 7: In the event this transaction fails to close and this commitment is cancelled a fee may be charged complying with the state insurance code.

Note No. 8: According to the available County Assessor's Office records, the purported address of said land is:

NKA Lincoln Road, Caldwell, ID 83605

Note No. 9: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Nick Schug, whose direct line is (208) 895-7916, and your Escrow Officer is Cheree Bartram, whose direct line is (208) 465-6600.

A copy of our Privacy Policy is available on our website, via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.



**SCHEDULE B - SECTION II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. General Taxes for the year 2021 are paid
Parcel No.: R34792000 0
9. Levies and assessments of the Franklin Ditch Co., and the rights, powers and easements of said district as by law provided.
10. Levies and assessments of the Mason Creek Ditch Co., and the rights, powers and easements of said district as by law provided.
11. Levies and assessments of the Pioneer Irrigation District, and the rights, powers and easements of said district as by law provided.
12. Right-of-way for Mason Creek Drain and the rights of access thereto for maintenance of said drain.
13. Ditch, road and public utility easements as the same may exist over said premises.
14. Rights of the public in and to that portion of the premises lying within Lincoln Road.

DS
CJF

15. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
Book: 1 of Patents at Page: 168
Official Records: Canyon County.
16. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: United States of America, acting under the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388) known as the Reclamation Act
Purpose: To construct, operate and maintain Lower Mason-Creek Ditch
Recorded: November 17, 1914
Instrument No.: 63086
Book: 68 of Deeds, Page: 422
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: January 19, 1967
Instrument No.: 590393
18. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: September 5, 2002
Instrument No.: 200241217
19. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Record of Survey
Dated: June 14, 2019
Prepared by: Skinner Land Survey
Recorded: June 26, 2019
Instrument No.: 2019-028330
Fact(s): Location of Mason Creek drain in the SE1/4SE1/4 and the South fence line does not define boundary line in the SW1/4SE1/4
20. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

END OF SCHEDULE B

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: January 12, 2022 **File No.:** 531556

Property: 0 Lincoln Road, Caldwell, ID 83605

Buyer/Borrower: HDP HUNTINGTON RIDGE, LLC

Seller: Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:
Colliers Paragon, LLC
755 W Front St., Ste. 300
Boise, ID 83702
Phone: (208)345-9000
John.Starr@colliers.com
Attn: John Starr

Selling Agent:
TOK Commercial
250 S 5th St., Ste. 200
Boise, ID 83702
Phone: (208)378-4600
lenny@tokcommercial.com
Attn: Lenny Nelson

Lender:

Buyer/Borrower:
HDP HUNTINGTON RIDGE, LLC

Phone:

Attn:

Seller:
Philip C. Paynter and Neil S. Paynter, Co-Personal Representatives of the Estates of Charles S. Paynter, Jr., and Norma A. Paynter, husband and wife, deceased, filed as Case No. CV1710815 in the Third Judicial District of the State of Idaho, in and for the County of Canyon

Yes, it matters where you close.



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer

Cheree Bartram
1005 W Sanetta St.
Nampa, ID 83651
cheree.bartram@alliancetitle.com
(208) 465-6600

Title Officer

Nick Schug
nick.schug@alliancetitle.com
(208) 895-7916
250 S 5th St., Ste. 100
Boise, ID 83702

Email escrow closing documents to:

nampa@alliancetitle.com



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**

- ❖ **Are any of the parties in title incapacitated or deceased?**

- ❖ **Has a change in marital status occurred for any of the principals?**

- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**

- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid government issued photo I.D.



ALLIANCE
TITLE & ESCROW

Title Fees & Breakdown

Coverage

Sales Price		\$2,450,000.00	
Owners Coverage	X	Standard Coverage	Extended Coverage
Loan Amount			
Loan Coverage		Standard Coverage	Extended Coverage
Underwriter		Old Republic National Title Insurance Company	

Title Policy Calculations For Disclosure

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan Policy	\$0.00	\$0.00	(Simultaneous Issue Credit) \$0.00
Owner's Policy		\$5,950.00	(Short Term Discount. – If Any) \$0.00

Other Borrower Fees

Endorsements:	
Inspection Fee	
Additional Chain	
Closing Protection Letter	

Recording Fees

Idaho	\$15 for a Deed under 30 pages. \$45 for a Deed of Trust or Mortgage under 30 pages. Otherwise, \$10 first page, \$3 for each additional page
Montana	\$7.00 per page for a conforming document. Add \$10.00 per document if the document is non-conforming (outside the required margins etc.)
Washington	\$103.50 for the first page of a Deed and \$104.50 for the first page of a Deed of Trust with, \$1 for each additional page
Wyoming	\$12 for the first page, \$3 for each additional page
E-File Fees	An additional \$4.50 per document in Idaho. An additional \$5.00 per document in Wyoming & Montana. An additional \$4.50 per document in Washington.



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Issued through the Office of Alliance Title & Escrow, LLC
250 S 5th St., Ste. 100, Commercial
Boise, ID 83702
(208)947-9100

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signatory

By  President
Attest  Secretary



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.



- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is entered into by and between **HDP HUNTINGTON RIDGE LLC**, a Delaware limited liability company (“**Seller**”), and **HAYDEN HOMES IDAHO, LLC**, an Idaho limited liability company (“**Buyer**”, and collectively “**Parties**”), as of January 14, 2022 (“**Effective Date**”) with reference to the following facts:

A. Buyer, directly or indirectly through one or more affiliates (each, including Buyer, a “**Buyer Entity**”), has previously entered into a binding purchase agreement on December 14, 2020 to acquire the land described in Exhibit A attached hereto (the “**Property**”), located in Canyon County (“**County**”), Idaho, from the current owner (“**Existing Land Owner**”) subject to the terms and conditions of the contract attached hereto as Exhibit B (as amended to date, the “**Land Purchase Contract**”). The Property currently consists of a total of 50.0 unentitled acres expected to ultimately result in a total of one hundred five (105) entitled single-family house lots (each a “**Lot**” and collectively the “**Lots**) and common area and the configuration is illustrated on the Preliminary Plat attached hereto as Exhibit C (“**Preliminary Plat**”).

B. Simultaneous with the Effective Date and as a condition of this Agreement, the Buyer Entity shall legally assign and transfer to the Seller certain purchase rights under the existing Land Purchase Contract in the form attached hereto as Exhibit D (“**Land Purchase Assignment Agreement**”). For purposes of this Agreement, the “**Land Acquisition Cost**” shall refer to the total purchase price to be paid by the Seller to the Existing Land Owners for the Property at closing under the Land Purchase Contract, subject to all applicable prorations and adjustments thereunder, and (ii) the “**Land Acquisition Date**” shall refer to the date(s) upon which the Seller purchases the Property from the Existing Land Owner.

C. Seller and Buyer are entering into this Agreement as a unified “land bank” transaction, wherein the Buyer Entity is assigning the existing Land Purchase Contract to Seller and Seller is, pursuant to the terms hereof, (i) granting to Buyer an exclusive, irrevocable (except as provided herein) right to seek to entitle the Property and subdivide the same (upon the recording of a Final Plat or otherwise) into single family house lots and associated common area, and (ii) agreeing to sell the Property to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **PURCHASE AND SALE.**

(a) Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer the Property, together with all rights, privileges, easements and other appurtenances thereto, which

shall be deemed included in the term Property, subject to and in accordance with the terms of this Agreement. The total purchase price for the Property (the “**Aggregate Purchase Price**”) shall be the sum of (i) the Land Acquisition Costs (defined below) plus (ii) the aggregate amount of Interim Installment Payments (defined below) payable in accordance with the provisions of Section 2 below.

(b) Prior to Closing (defined below), Buyer may: (i) make inquiries of and to third parties, including, without limitation, any local, municipal, regional, provincial, state or federal governmental or quasi-governmental authority, or any political subdivision thereof, and any other department, commission, board, agency, authority, instrumentality or other political subdivision having jurisdiction over Buyer or the Property or the potential entitlement of the Property for contemplated development (individually, a “**Governmental Authority**” and, collectively, “**Governmental Authorities**”), in order to investigate any aspect of the Property or the entitlement thereof. Seller agrees to provide Buyer with any letters of consent or authorization as may be requested or desired by Buyer authorizing Buyer the right to access and inspect, and obtain the release of, information pertaining to the Property or the entitlement thereof which is on file with any Governmental Authority.

(c) Prior to Closing, Buyer shall be obligated in good faith and with commercially reasonable diligence to pursue approvals (general plan, specific plan, site plan, and otherwise), consents, zoning changes, variances, ordinances, permits (including vesting tentative tract map), capacity allocations and other approvals, agreements and land use entitlements as may be necessary or required to permit the subdivision of the Property into lots for single family homes (and/or, if required by the applicable governmental authorities, multifamily residential and/or commercial parcels) and associated common areas (collectively, the “**Entitlements**”). Seller shall cooperate with Buyer in connection with Buyer’s efforts to obtain all of the Entitlements, including, without limitation, the joinder in or execution of applications, requests, petitions, support letters and other submittals, attendance at meetings or hearings and initiation or joinder in other actions all as may be necessary or required in connection with Buyer’s pursuit of the Entitlements, provided that all of the foregoing shall be at Buyer’s sole cost and expense and without any obligation of Seller to reimburse Buyer all or any portion thereof. Until such time as Entitlements are obtained by Buyer, all of the Property shall be known and defined as “Unentitled Property.” In the event that Entitlements are obtained for any portion of the Property, that portion shall be known and defined as “Entitled Property.”

(d) The Buyer shall seek to obtain Entitlements for the Property as a single parcel of land (“**Parcel**”) and thereafter purchase such Parcel in accordance with the terms hereof pursuant to the schedule attached hereto as Exhibit E (the “**Land Takedown Schedule**”). The Land Takedown Schedule is based on the assumption that the Parcel will be purchased by the Buyer upon the targeted date by which the Entitlements have been received for such Parcel. In the event that the Entitlements for any portion of the Property are obtained other than as defined in the Land Takedown Schedule, the Buyer shall complete the purchase of such portion of the Property within forty-five (45) calendar days following the date upon which such Entitlements are obtained. Regardless of the actual purchase date of any portion of the Property, the Buyer shall be obligated to purchase the entirety of the Property no later than September 30, 2022 (the “**Outside Closing Date**”) regardless of whether or not all the Entitlements as to all or any portion of the Property have been obtained by that time.

(e) The Land Purchase Contract is structured with one closing for 50.0 acres which shall be completed by 1/14/22. Pursuant to the Assignment Agreement, the Seller shall assume all rights and obligations from the Buyer Entity as related to this closing. The Property is part of a larger land

assemblage being completed by the Buyer which includes three separate parcels totaling 88.6 unentitled acres and an expected 270 house lots. The Seller shall have the option to finance (i) the purchase of the additional two parcels and (ii) the subsequent land development of all the parcels on terms as already agreed by the Parties.

(f) Prior to the Land Acquisition Date, the Buyer will have funded a total non-refundable land purchase deposit to the Existing Land Owner totaling One Million Two Hundred Twenty Five Thousand and 00/100 Dollars (\$1,225,000.00) ("**Buyer Capital Contribution**"). The Buyer Capital Contribution shall be credited at the time of closing with the Seller funding the balance of the Land Acquisition Cost in the amount of One Million Two Hundred Twenty Five Thousand and 00/100 Dollars (\$1,225,000.00) ("**Seller Capital Contribution**").

2. **PAYMENT OF PURCHASE PRICE; INTERIM INSTALLMENT PAYMENTS.**

(a) Beginning on March 1, 2022 and continuing on the first day of each calendar quarter thereafter (each, an "**Interim Installment Payment Date**") and on the Termination Date (defined below), Buyer shall pay Seller an amount (each, an "**Interim Installment Payment**") equal to the product of (A) the Unreimbursed Land Acquisition Costs (defined below) from time to time outstanding, multiplied by (B) eighteen percent (18.0%) per annum for the Unentitled Property owned by Seller and (C) sixteen percent (16%) per annum for the Entitled Property owned by Seller. Each Interim Installment Payment is fully earned and due and payable as of each Interim Installment Payment Date and the Termination Date, and shall not be refundable to Buyer for any reason, but shall be applied toward the Purchase Price. As used herein, (I) the term "**Unreimbursed Land Acquisition Costs**" means the amount by which (x) the Land Acquisition Costs funded by Seller exceeds (y) the aggregate amount of Purchase Prices (defined in Section 2(b) below) theretofore paid by Buyer to Seller in connection with Buyer's purchases of portions of the Property as contemplated herein. As of the Land Acquisition Date, the Unreimbursed Land Acquisition Costs equals the Land Acquisition Costs and (II) the term "**Termination Date**" means the earlier of (x) such time as the Buyer has purchased and fully-paid for all of the Property, or (y) the termination of this Agreement in accordance with the terms set forth herein. Each Interim Installment Payment shall be computed on the basis of a three hundred sixty-five (365) day year but for the actual number of days outstanding, and shall be payable in arrears. If any payment date is not a business day, the applicable payment shall be due and payable on the next succeeding business day.

(b) In connection with the closing by the Buyer of the purchase of the Parcel, or any other applicable portion of the Property that has obtained Entitlements, Buyer shall pay Seller an amount (the "**Purchase Price**") equal to the product of (i) the Land Acquisition Cost times (ii) the applicable percentage of the Property (on a square foot basis) which is then being purchased. If in connection with obtaining Entitlements any portion of the Property is required to be dedicated or conveyed for public purposes, such portion shall no longer constitute part of the "Property" for purposes of this Agreement, such that in connection with calculating Purchase Prices for portions of the Property (calculated as hereinabove set forth based on a percentage of the overall Property being purchased at any given time) the aggregate total of Purchase Prices to be paid for the Property shall equal the Aggregate Purchase Price. In the event Buyer shall fail to pay the applicable Purchase Price in a timely manner for any portion of the Property as required pursuant to the provisions of Section 1(d) above, or shall fail to pay the Aggregate Purchase Price by the Outside Closing Date, Seller shall have no further obligation to sell

any portion of the Property to Buyer and shall have the same rights and remedies as accrue to Seller under the provisions of Section 16(b) hereof upon a default by Buyer of its obligations hereunder.

3. **ENTITLEMENT COSTS.** Any and all costs incurred in connection with obtaining Entitlements shall be incurred by Buyer at its sole cost and expense and shall not be subject to reimbursement by Seller.

4. **MATERIALS; LICENSE TO ENTER.**

(a) **Materials.** Each party shall deliver to the other party, within five (5) business days after its receipt thereof, copies of all applicable permits and approvals, appraisals, surveys, tests, studies, and environmental reports ("**Materials**") obtained by either party in connection with the Property. Notwithstanding the foregoing to the contrary, Buyer shall not be obligated to deliver to Seller, and Seller shall have no right to review, any proprietary information of Buyer concerning Buyer's contemplated construction activities on the Property after obtaining the Entitlements and acquisition by Buyer, including, without limitation, Buyer's proformas and Buyer's architectural and building plans.

(b) **License to Enter.** Buyer shall have the right, license, permission and consent for Buyer and Buyer's agents, representatives, employees and independent contractors to enter upon the Property for the purposes of performing tests, studies, investigations and analyses thereon, at its sole cost and expense. During the term of this Agreement, Buyer shall, at its sole expense, procure and maintain (and shall require all consultants of Buyer accessing the Property to procure and maintain) commercial general liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Property, or resulting from the use or maintenance thereof, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000.00 in the general aggregate, with no less than \$1,000,000 of primary coverage. The liability policies shall name Seller, all lenders secured by all or part of the Property, and any other parties reasonably designated by Seller as additional named insureds. The policies shall be issued by insurance companies authorized to do business in the State where the Property are located, and approved by Seller, which approval will not be unreasonably withheld. The policies shall provide that no cancellation, alteration or non-renewal of said insurance shall be effective unless the insurance company issuing such policy gives Seller and its lender, if any, at least thirty (30) days prior written notice thereof. The policies shall provide that it will be primary to any insurance policy otherwise purchased by Seller. Buyer shall indemnify and hold Seller harmless from and against any damages that may be incurred by Seller as a result of the actions by Buyer, its agents, representatives, employees and independent contractors, in conducting activities on the Property, except for (i) those arising from the gross negligence or intentional misconduct of Seller and its agents, representatives, employees or independent contractors, (ii) any latent defects in the Property, or (iii) the existence of Hazardous Materials (defined in Section 6(c) below) on the Property not introduced by Buyer, any Buyer's agents, representatives, employees and independent contractors, or consultants at any time prior to or during the term of this Agreement. Buyer shall conduct its investigations at its sole cost and expense and shall not cause or permit any liens to be placed of record on the Property.

5. **TITLE.** At least ten (10) days prior to the first Closing (hereinafter defined), Buyer shall obtain a title insurance commitment, together with all underlying documents referenced therein ("**Title Commitment**"), from a title company approved by Seller in its sole and absolute discretion ("**Title Company**"). At each Closing, Buyer shall be entitled to obtain a standard ALTA Owner's policy ("**Title**

Policy”) as to the portion of the Property being purchased in the amount of the applicable Purchase Price, without exception for any matters other than (a) the matters set forth on the title policy received by Seller in connection with Seller’s acquisition of the Property, and (b) such other matters as may be the subject of obtaining the Entitlements (collectively, the “**Permitted Exceptions**”). If the Title Commitment reflects any matters other than the Permitted Exceptions, then Buyer may notify Seller at least five (5) days prior to the Closing, and the cure of such item shall be a condition to such Closing, provided that Seller shall have no obligation to effectuate any such cure unless such item shall have arisen as a direct result of Seller’s actions or negligent omissions. At each Closing, Seller shall cause to be satisfied all Schedule B-I requirements required to be satisfied by Seller, and Seller shall deliver a standard Owner’s Affidavit to the Title Company (in form and content reasonably acceptable to Seller) to enable Title Company to delete all Schedule B-II standard exceptions, except for survey matters unless Buyer delivers a survey with respect to the portion of the Property being acquired. The costs associated with the issuance of the Title Commitment and the Title Policy shall be borne by Buyer.

6. **OBLIGATIONS OF BUYER.** It is the intention of the Parties that Seller shall not be required, during the Term of the Agreement, to incur any expense or other charge applicable to the Property except for payment of the Land Acquisition Costs as expressly set forth herein. All taxes, fees, dues, assessments, impositions, insurance premiums, utility costs, repair and maintenance expenses and other obligations of whatsoever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen, and of every kind and nature payable by the Seller as the owner of the Property shall be paid or discharged by Buyer. Seller shall deliver to Buyer all tax bills and appraisal notices on the Property within five (5) business days after Seller’s receipt thereof. A copy of each tax payment made to the applicable taxing authority for taxes attributable to the Property owned by Seller shall be sent to Seller promptly upon submission of same. Buyer hereby assumes the liability for and agrees to pay all reassessments, transfer taxes, sales taxes, transaction privilege taxes and other or similar taxes or charges owing in connection with Buyer’s obtaining of Entitlements for the Property and acquisition of the Property from the Seller. Upon the termination of this Agreement, Buyer shall immediately pay to Seller all unpaid taxes and assessments and all other sums for which Buyer is responsible which accrued or became payable during the Term of this Agreement with respect to any portion of the Property not acquired by Buyer.

7. **SELLER’S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Buyer as follows:

(a) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant thereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transactions contemplated hereby will not result in a breach of or constitute a default or permit accelerations of maturity under any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller is subject or by which Seller is bound.

(b) As of each Closing, to Seller’s knowledge, there is no litigation or proceeding pending, threatened or contemplated against or relating to the Property.

(c) As of each Closing, and since Seller's acquisition of the Property, to Seller's knowledge Seller has not used any Hazardous Materials (defined below) on, from or affecting the Property in any manner that violates any applicable Environmental Law. "**Hazardous Materials**" means (i) any "hazardous waste," any "hazardous substance," and any "oil, petroleum products, and their by-products," as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Property, as the same may be amended from time to time, and including any regulations promulgated thereunder, and (ii) any substance the presence of which on the Property is regulated or prohibited by any Environmental Law.

Except as expressly set forth in this Agreement or any documents delivered at any Closing, Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the Property, zoning, the suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, the availability of water, sewer or other utility service, or any other matter affecting or relating to the Property, its development or use including but not limited to, the Property's compliance with any Environmental Laws (defined below). Neither party is relying on any statement or representations made by the other not embodied herein. Buyer hereby expressly acknowledges that no such warranties and representations have been made, except as expressly set forth in the Agreement or in any documents delivered at any Closing; that it shall be Buyer's obligation to obtain and pay for all commitments for water, sewer and other utilities and to pay the commitment, impact, tap in or other fees and charges therefor. Buyer acknowledges that the provisions of this Agreement for inspection and investigation of the Property are adequate to enable Buyer to make Buyer's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, zoning, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, the availability of water, sewer or other utility service or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any Environmental Laws. Buyer further acknowledges it has inspected the Property or has caused or will cause such inspection to be made and is or will be thoroughly familiar and satisfied therewith, and, if approved during the Inspection Period, agrees to take the Property in their physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the date of each Closing, subject to the express conditions of this Agreement. Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this Agreement. In particular, but without in any way limiting the foregoing, Buyer hereby releases Seller from any and all responsibility, liability and claims for or arising out of the presence on or about the Property (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Law, including without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste. As used herein, "**Environmental Law**" shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which Buyer or the Property is bound, pertaining to the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Air Act, as amended and in the statutes together with the rules adopted and

guidelines promulgated pursuant thereto, and all similar statutes together with rules adopted and guidelines promulgated pursuant to the foregoing.

8. **COVENANTS OF THE PARTIES.**

(a) **No Further Encumbrances.** From and after the Effective Date through the expiration or termination of this Agreement in accordance with the terms hereof, Seller shall not enter into any contract or instrument, nor grant or consent to any mortgage, pledge, hypothecation or other encumbrance that will affect title to the Property, without Buyer's consent. Seller and Buyer shall at all times keep the portion of the Property owned by Seller, from time to time, free of any mechanics' or materialmen's liens or other liens arising by, through or under such party.

(b) **No Negotiations.** From and after the Effective Date through the expiration or termination of this Agreement in accordance with the terms hereof, Seller shall not negotiate or enter into any other agreements for the sale, option, or transfer or conveyance of the Property or any interest therein to any other person or entity.

(c) **Notice of Actions.** Seller and Buyer, as applicable, shall promptly advise each other in writing of any notices of violations received by such party from governing authorities having jurisdiction over the Property (each an "**Authority**" and, collectively, the "**Authorities**") concerning the Property and of any litigation, arbitration, or administrative hearing concerning the Property.

9. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller that Buyer is fully authorized and empowered to enter into this Agreement and to consummate the transactions contemplated hereunder. The individuals signing this Agreement and all other documents executed or to be executed pursuant thereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms, and the transactions contemplated hereby will not result in a breach of, or constitute a default or permit accelerations of maturity under any indenture, mortgage, deed of trust, loan agreement or other agreement to which Buyer is subject or by which Buyer is bound.

10. **CONDITIONS PRECEDENT TO CLOSING.** The obligation of Buyer to consummate any and each Closing shall be subject to the following condition precedent: The Title Company shall be irrevocably committed to issue the Title Commitment at the applicable Closing and the Title Policy promptly after the applicable Closing.

11. **CLOSING PROCEDURES.**

(a) **Closings.**

(i) Each closing of the sale and purchase of all or any portion of the Property under this Agreement shall be referred to as a "**Closing**," and the date thereof shall be referred to as a "**Closing Date**."

(ii) If Buyer desires to purchase any portion of the Property in advance of obtaining Entitlements, then Buyer shall so notify Seller in writing at least ten (10) days prior to the desired date for Closing.

(b) Place. Closings shall be conducted by mail away procedure.

(c) Items to be Delivered by Seller at Closing. At each Closing, Seller shall deliver or cause to be delivered to the Title Agent each of the following items:

(i) A special warranty deed ("**Deed**") duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) An owner's affidavit running in favor of the Title Company, and otherwise in form sufficient and acceptable to the Title Company to delete the standard owner's exceptions from the Title Commitment and the Title Policy;

(iii) An affidavit in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended. If Seller fails to deliver such affidavit, Buyer may withhold from the Purchase Price and pay to the Internal Revenue Service the amount required by Section 1445 and applicable regulations;

(iv) A closing statement;

(v) Such evidence that may be reasonably required by the Title Company to evidence the status and capacity of Seller and the authority of the persons who are executing the various documents on behalf of the Seller; and

(vi) Such other documents and instruments as Buyer or the Title Company shall reasonably request in order to effectuate the contemplated transaction.

(d) Items to be Delivered by Buyer at Closing. At each Closing, Buyer shall deliver to Title Agent the following:

(i) The Purchase Price for the portion of the Property then being purchased;

(ii) A Waiver and Release Agreement, in form and content acceptable to Seller, pursuant to which Buyer shall waive and release Seller from any and all claims, demands, damages, losses, liabilities, actions, causes of action, or suits of any kind or nature whatsoever arising from or relating in any way to the portion of the Property that is the subject of such Closing, except for claims arising under this Agreement or the Deed; and

(iii) A closing statement.

(e) Closing Costs. Seller shall be responsible and pay for, with respect to each Closing, any corrective title instrument required by the terms of this Agreement. Buyer shall be responsible and pay for, with respect to each Closing, (i) all costs of the Title Commitment, (ii) the

premium for the Title Policy, (iii) all recording fees and documentary transfer taxes for each Deed and any easements, (iv) the cost of any mortgagee's title insurance policy and associated endorsements required by Buyer, (v) the cost of any individual survey Buyer elects to obtain, and (vi) any document preparation and/or closing fee charged by the closing agent. Each party shall pay its own attorneys' fees and expenses.

12. **RIGHT TO POSSESSION.** At each Closing and as a condition thereto, Buyer shall be given full, unrestricted right to and exclusive possession of the applicable portion of the Property, and Seller will take such action as may be appropriate or required to assure Buyer of uninterrupted and full possession of such portion of the Property immediately following the applicable Closing.

13. **RISK OF LOSS; CONDEMNATION.** In the event that any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under the provisions of eminent domain, such event will not affect either of Seller's or Buyer's rights or obligations hereunder, but at the applicable Closing, either (a) in the event of a casualty, either Seller shall have repaired the damages caused by such casualty or Buyer shall be entitled to receive an assignment of the proceeds of any casualty insurance otherwise payable to Seller, and/or (b) in the event of a taking, Seller shall assign to Buyer its rights to any condemnation proceeds resulting from such taking and shall not make any settlements without Buyer's prior written approval not to be unreasonably withheld, conditioned or delayed.

14. **BROKERS.** Each party represents and warrants to the other that no brokers or finders have been engaged by it in connection with any of the transactions contemplated by this Agreement, or, to its knowledge, is in any way connected with any such transactions. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then each party shall indemnify, hold harmless, and defend the other party from and against any such claim based upon any statement or representation or agreement made by or allegedly made by the indemnifying party. This indemnity shall survive each Closing and termination of this Agreement.

15. **FURTHER ASSURANCES.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

16. **DEFAULT.**

(a) **Default by Seller.** If Seller (i) fails to timely comply with any condition, covenant, or obligation of Seller hereunder, such failure shall be a default if Seller fails to cure any such default within thirty (30) days after receipt of Buyer's written notice of default, or (ii) becomes the subject of a voluntary or involuntary bankruptcy, assignment for the benefit of creditors, receivership or similar action, then Buyer shall be entitled to (a) terminate this Agreement by giving written notice thereof to Seller, following Seller's failure to cure during the 30-day period to the extent applicable, or (b) upon notice to Seller not more than ten (10) days after Purchaser becomes aware of such default, and provided an action is filed within thirty (30) days thereafter, enforce specific performance of Seller's obligations under this Agreement. Buyer's failure to file an action to seek specific performance as aforesaid shall

constitute its election to proceed under clause (a) above. In no event shall Buyer be entitled to any damages or have the right to pursue any remedies other than as set forth in this paragraph.

(b) Default by Buyer. If (i) Buyer fails to timely comply with any condition, covenant, or obligation of Buyer hereunder, such failure shall be a default if Buyer fails to cure such matter within thirty (30) days after receipt of Seller's written notice of default (including as to a failure to close to maintain the Option as and when required), or (ii) Buyer becomes the subject of a voluntary or involuntary bankruptcy, assignment for the benefit of creditors, receivership or similar action, then in any such event (each, a "**Buyer Default Event**") Seller shall have the right (a) to terminate this Option Agreement by giving written notice thereof to Buyer, whereupon neither party shall have any further rights or obligations hereunder (except for the provisions hereof which expressly survive termination), and (b) to seek such other remedies as may be available at law or in equity. In addition to the foregoing, Buyer hereby agrees, acknowledges and confirms that (A) as a condition precedent to Seller's execution of this Agreement, Buyer, in its capacity as a constituent member in Seller, has executed and delivered to HDP BLUE INVESTMENTS II LLC ("**HDP Member**"), the only other constituent member in Seller, an Assignment, Pledge and Security Agreement of even date herewith (the "**Assignment Agreement**") pursuant to which Buyer has granted a security interest in and assigned to HDP Member all of Buyer's right, title and interest in Seller as security for Buyer's performance of its obligations hereunder, and (B) upon a default by Buyer hereunder that is not timely cured as hereinabove provided, HDP shall be permitted to exercise all of its rights and remedies under the Assignment Agreement.

(c) No Limitation on Indemnification. The limitation on remedies afforded the Parties in this Section 16 expressly do not limit any party's indemnification rights or obligations in this Agreement.

(d) Effect of Termination. **IT IS UNDERSTOOD AND AGREED THAT UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, AND REALIZATION BY BUYER OF BUYER'S RIGHTS AND REMEDIES SET FORTH IN SECTION 16(A) ABOVE, IF APPLICABLE, BUYER SHALL HAVE NO RIGHT OR INTEREST IN THE PROPERTY AND NO CLAIM FOR PAYMENT OR REIMBURSEMENT FOR ANY COSTS INCURRED BY BUYER WITH RESPECT TO THE PROPERTY. IN CONNECTION THEREWITH, BUYER HEREBY AFFIRMATIVELY WAIVES AND RELEASES SELLER FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, EXPENSE, CLAIM AND CAUSE OF ACTION, KNOWN OR UNKNOWN, WITH RESPECT TO THE PROPERTY AND THIS AGREEMENT, EXCEPT AS EXPRESSLY PERMITTED BY SECTION 16(A) ABOVE.**

17. ATTORNEYS' FEES. If either party files a lawsuit or action in connection with this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' and paralegals' fees and costs of court incurred in such action, whether at trial, on appeal, or in bankruptcy, arbitration, or post-judgment collection proceedings. This Section shall survive each Closing and any termination of this Agreement.

18. APPLICABLE LAW; VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State in which the Property are located. Venue for any dispute between the Parties shall lie exclusively in the courts located in the county in which the Property is located. Seller

and Buyer each agree to waive a trial by jury in any claim, controversy, or dispute relating to this Agreement.

19. **NOTICES.** Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified mail, hand delivery, overnight receipt delivery service, facsimile transmission, or Portable Document Format (“PDF”) sent via e-mail, and shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative; (c) if given by facsimile, upon receipt by the sending party of printed and confirmed successful facsimile transmission; and (d) if given by PDF notice sent via e-mail, upon the receipt by the sending party of an automatically generated e-mail “delivery confirmation”. Such notices shall be given to the Parties at the following addresses:

Buyer: Name: Hayden Homes, LLC
Address: 2464 SW Glacier Place, Suite 110, Redmond, Oregon 97756
Attention: Tim Hix
Email: thix@hayden-homes.com

With a copy to: Name: Hayden Homes, LLC
Address: 2464 SW Glacier Place, Suite 110, Redmond, Oregon 97756
Attention: Jim Sansburn
Email: jsansburn@hayden-homes.com

Seller: Name: c/o Grass Lake Capital, LLC
Address: 1316 Sherman Avenue, #215, Evanston, Illinois 60201
Attention: Christopher J. Fiegen
Email: chrisfiegen@grasslakecapital.com

Either party hereto may change its address for notice by giving the other party ten (10) days' advance written notice of such change of address. Any notice delivered by a party's attorney on behalf of such party shall be effective for such purpose under this Agreement.

20. **AGREEMENT TO SURVIVE.** Unless otherwise provided herein, all representations, warranties, covenants, and agreements contained herein, whether to be performed before or after any Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at each Closing, but shall survive each Closing.

21. **CONSTRUCTION.** Each party individually acknowledges that they have had the opportunity to be represented by counsel in connection with the transactions contemplated herein and that this Agreement shall be interpreted according to its fair construction and shall not be construed more strictly against the non-drafting part.

22. **INTERPRETATION.** Where required for proper interpretation, words in the singular shall include the plural; and words of any gender shall include all genders. The descriptive headings of

the articles, sections, and sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

23. **SEVERABILITY**. If any provision in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. **TIME**. Time is of the essence in this Agreement with regard to all acts and dates imposed on Seller and Buyer. All time periods and deadlines set forth in this Agreement shall be calculated in calendar days, unless business days are expressly stated. In the event that the date upon which any duties or obligations hereunder are to be performed, or the exercise of any option or right or any deadline hereunder shall occur or be required to occur, shall be a Saturday, Sunday or holiday on which banks in the State in which the Property are located are closed, then, in such event, the due date for performance of any duty or obligation or the exercise of any option or right shall thereupon be automatically extended to the next succeeding business day. All deadlines and time periods shall be deemed to expire or occur, as applicable, at 5:00p.m. Eastern Time unless otherwise expressly stated herein.

25. **WAIVER**. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either party of any of its rights or remedies hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the party entitled to performance.

26. **AMENDMENT**. This Agreement may not be amended except by an agreement in writing signed by Seller and Buyer.

27. **ENTIRE AGREEMENT; EXHIBITS**. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, of the Parties in connection therewith. All Exhibits attached hereto are true and correct and are hereby incorporated into this Agreement by this reference.

28. **BINDING EFFECT; ASSIGNMENT**. Subject to the following limitations, this Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer and their respective heirs, executors, administrators, successors and permitted assigns.

29. **MULTIPLE COUNTERPARTS; PDF**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one original instrument. A facsimile copy of this Agreement or a signed copy of this Agreement transmitted in Portable Document Format ("PDF") shall have the same force and effect as an original and shall bind a party to the terms and conditions hereof.

30. **SURVIVAL**. The representations, warranties and covenants of Seller set forth in this Agreement shall survive Closing and delivery of a Deed with respect to any portion of the Property for a period of one hundred eighty (180) days following the applicable Closing Date. Notice of any claim

as to a breach of any such representation, warranty or covenant must be made to Seller prior to the expiration of such one hundred eighty (180) day period or it shall be deemed a waiver of Buyer's right to assert such claim.

31. **EFFECTIVE DATE.** The effective date of this Agreement ("**Effective Date**") shall be the date on which the last of Seller and Buyer execute this Agreement and deliver a signed copy to the other party.

32. **PROPERTY TAX DISCLOSURE.** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS MAY TRIGGER REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

[Signatures on following pages.]

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

SELLER:

HDP HUNTINGTON RIDGE LLC, a Delaware limited liability company

By: HDP BLUE INVESTMENTS II LLC, a Delaware limited liability company, its Manager

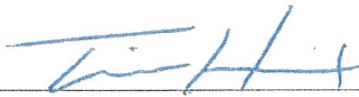
By: HDP BLUE HOLDINGS II LLC, a Delaware limited liability company, its Manager

By: GRASS LAKE CAPITAL LLC, a Delaware limited liability company, its Manager

By: 
Christopher J. Fiegen,
its Manager

BUYER:

HAYDEN HOMES IDAHO, LLC, an Idaho limited liability company

By: 

Name: Tim Hix

Title: Finance Director

EXHIBIT A

Legal Description of Property

This parcel is a portion of the SW ¼ SE ¼ and of the SE ¼ SE ¼ of Section 14 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the SW ¼ SE ¼, (CS1/16 Corner, Section 14) a found brass cap monument;
thence North 89°33'05" East along the North boundary of said SW ¼ SE ¼ a distance of 193.60 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 00°31'21" East a distance of 43.00 feet;
thence continuing North 89°33'05" East along said North boundary a distance of 1136.33 feet to the Northeast corner of the SW ¼ SE ¼, a found 5/8 inch diameter rebar;
thence North 89°32'57" East along the North boundary of the SE ¼ SE ¼ a distance of 1329.90 feet to the Northeast corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;
thence South 00°10'15" East along the East boundary of the SE ¼ SE ¼, a distance of 1049.11 feet to a point on the centerline of the Mason Creek Drain;
thence along said centerline bearing North 64°26'23" West a distance of 222.01 feet;
thence South 00°10'15" East parallel with the East boundary of the SE ¼ SE ¼ a distance of 372.00 feet to a point on the South boundary of the SE ¼ SE ¼;
thence South 89°39'12" West along the said South boundary a distance of 1125.87 feet to the Southwest corner of the SE ¼ SE ¼, a found 5/8 inch diameter rebar;
thence North 00°20'41" West along the West boundary of the SE ¼ SE ¼ a distance of 878.10 feet;
thence South 89°35'12" West a distance of 855.15 feet to a found ½ inch diameter rebar;
Thence North 66°38'01" West a distance of 306.02 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 00°31'21" West parallel with the West boundary of the SW ¼ SE ¼, a distance of 319.50 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Land Purchase Contract

EXHIBIT C
Preliminary Plat

EXHIBIT D

Land Purchase Assignment Agreement

EXHIBIT E

Land Takedown Schedule

	<u>Acres</u>	<u>% of Land Acquisition Costs</u>	<u>Required Closing Date</u>
First Takedown	50.0	100.0%	September 30, 2022

Project No: 210007
Date: February 3, 2022
Page 1 of 2

CITY OF CALDWELL
ANNEXATION DESCRIPTION

A parcel of land, located in the S1/2 of the SE1/4 of Section 14, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a 5/8 inch rebar marking the South 1/4 Corner of said Section 14; thence along the south boundary of said S1/2 of the SE1/4,

- A) S.89°43'13"E., 60.00 feet to the **POINT OF BEGINNING**; thence, 60 feet east of, and parallel with the west boundary of said S1/2 of the SE1/4,
- 1) N.00°06'37"E., 707.30 feet; thence,
 - 2) S.85°54'23"E., 279.09 feet; thence,
 - 3) N.00°16'53"E., 247.62 feet; thence,
 - 4) N.66°00'10"W., 159.14 feet; thence,
 - 5) N.00°05'18"E., 319.43 feet to the north boundary of said S1/2 of the SE1/4; thence, along said boundary,
 - 6) S.89°49'06"E., 1136.39 feet to the southeast one-sixteenth corner of said Section 14; thence, continuing,
 - 7) S.89°49'06"E., 1329.86 feet to the northeast corner of said S1/2 of the SE1/4; thence, along the east boundary of said S1/2 of the SE1/4,
 - 8) S.00°27'32"W., 1049.03 feet; thence,
 - 9) N.63°49'24"W., 221.99 feet; thence, 200 feet west of and parallel with the east boundary of said S1/2 of the SE1/4,
 - 10) S.00°27'32"W., 371.96 feet to the south boundary of said S1/2 of the SE1/4; thence, along said boundary,
 - 11) N.89°43'13"W., 1125.88 feet to the southwest corner of the SE1/4 of the SE1/4 (east one - sixteenth corner common to Sections 14 and 23); thence along the west boundary of said SE1/4 of the SE1/4,
 - 12) N.00°17'12"E., 879.18 feet; thence,
 - 13) N.89°50'46"W., 664.32 feet; thence,
 - 14) S.00°11'43"W., 589.96 feet; thence,
 - 15) N.88°49'03"W., 129.25 feet; thence,

Project No: 210007
Date: February 3, 2022
Page 2 of 2

- 16) S.00°10'49"W., 289.80 feet to the south boundary of said S1/2 of the SE1/4; thence, along aid boundary,
- 17) N.89°43'13"W., 473.78 feet to the **POINT OF BEGINNING.**

CONTAINING: 60.234 acres, more or less.

*This description is prepared for annexation purposes and should not be relied upon for any other purpose.

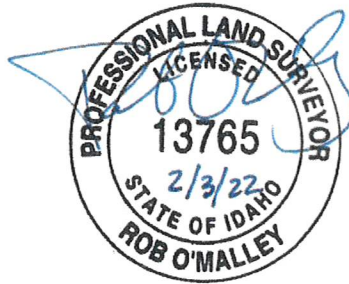


EXHIBIT SKETCH - CITY OF CALDWELL ANNEXATION AND R1 REZONING

LOCATED IN A PORTION OF THE S1/2 OF THE S1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST
BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO
2022

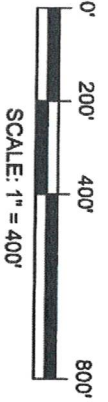
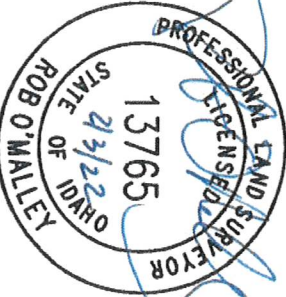
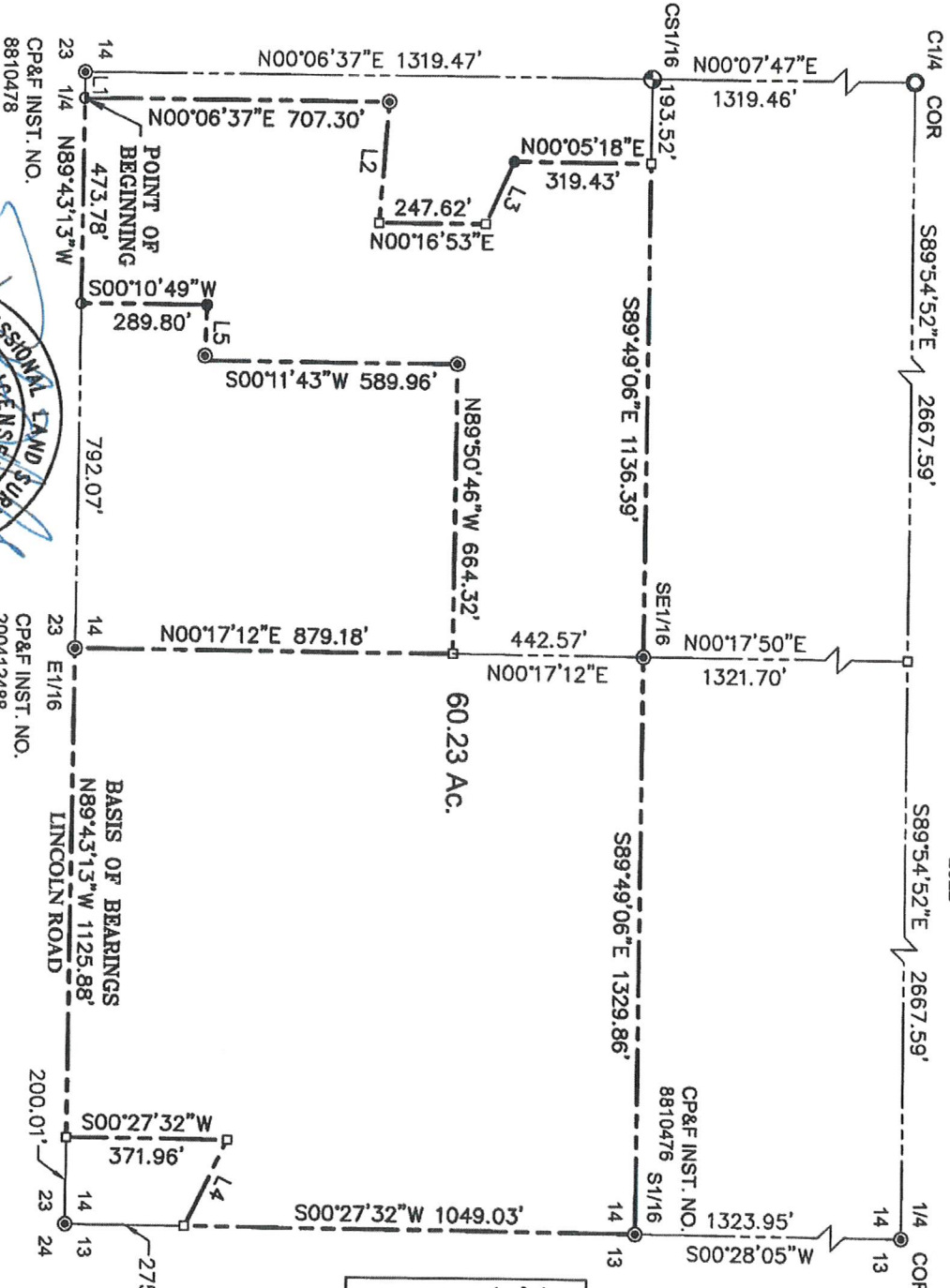
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LINE TABLE	
LINE	BEARING DISTANCE
L1	S89°43'13"E 60.00'
L2	S85°54'23"E 279.09'
L3	N66°00'10"W 159.14'
L4	N63°49'24"W 221.99'
L5	N88°49'03"W 129.25'

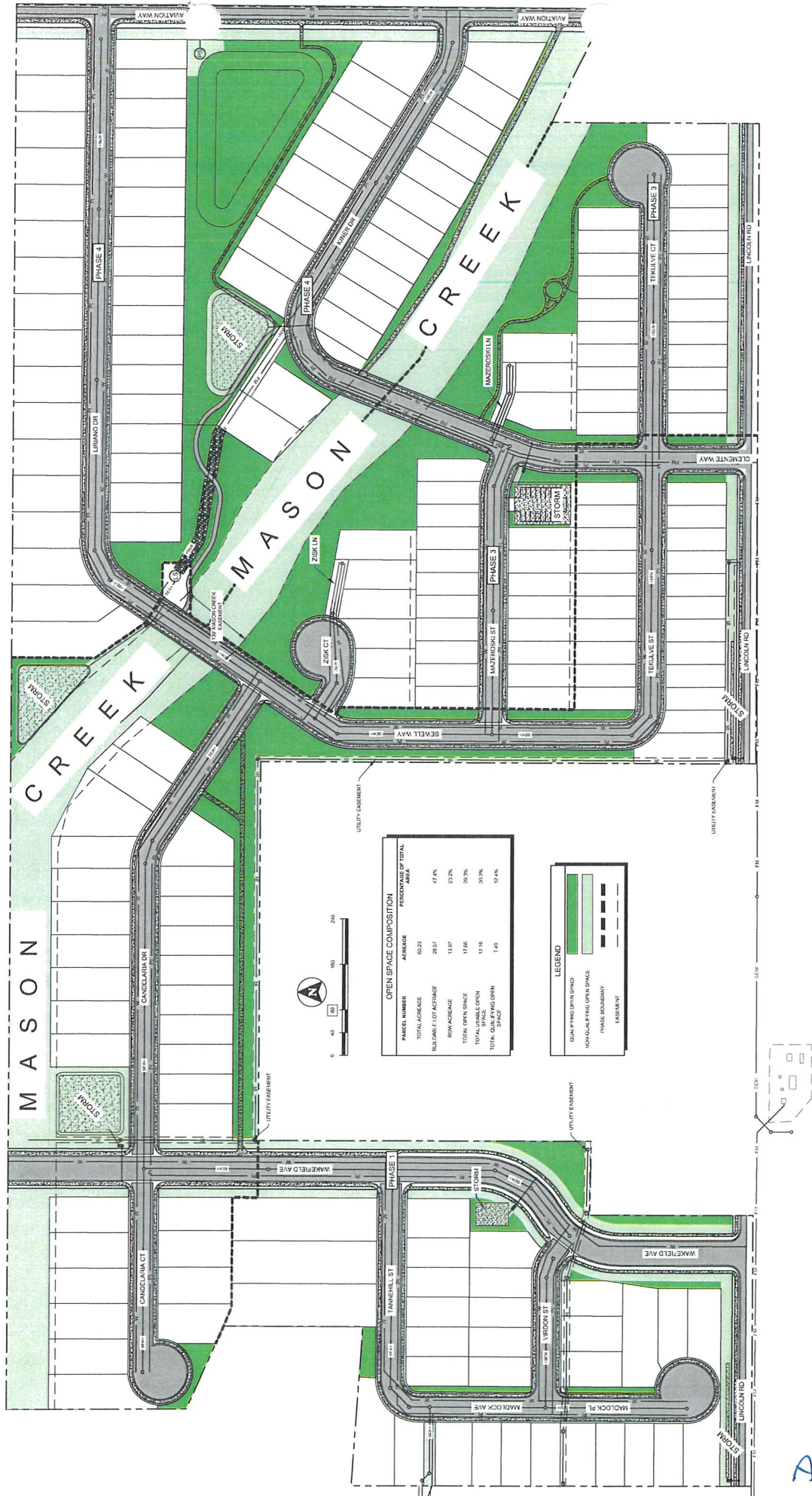
LEGEND	
	PARCEL BOUNDARY
	SECTION LINE
	FOUND BRASS CAP
	FOUND 5/8" REBAR
	FOUND 1/2" REBAR
	FOUND IRON PIPE
	CALCULATED POINT

NOTES

- ALL BEARINGS SHOWN ARE IDAHO STATE PLANE WEST ZONE (1103) GRID BEARINGS. ALL DISTANCES ARE GROUND DISTANCES IN US SURVEY FEET.
- PARCELS SHOWN HEREON TO BE ANNEXED INTO THE CITY OF CALDWELL, IDAHO; AND REZONED AS R1.



332 N. BROADMORE WAY
NAMP, IDAHO 83687
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM
E-FILE: 210007-V-X9-HUNTINGTON EAST ANNEX DATE: 2/29/2022 JOB: 210007



PANEL NUMBER	ACREAGE	PERCENTAGE OF TOTAL AREA
TOTAL ACREAGE	62.23	47.4%
RELEASABLE LOT ACREAGE	28.57	23.2%
ROW ACREAGE	13.97	20.3%
TOTAL OPEN SPACE	17.66	28.5%
TOTAL UNIMPAVED OPEN SPACE	13.16	21.1%
TOTAL QUALIFYING OPEN SPACE	7.48	12.0%

LEGEND

- QUALIFYING OPEN SPACE (Green fill)
- NON-QUALIFYING OPEN SPACE (Light Green fill)
- PHASE BOUNDARY (Dashed line)
- ROW BOUNDARY (Dotted line)
- UTILITY EASEMENT (Thin grey line)

111

Alec Egurrola

From: Dave Marston <dmarston@cityofcaldwell.org>
Sent: Wednesday, February 2, 2022 10:31 AM
To: Alec Egurrola
Cc: Angie Hopf; Robb MacDonald; T.J. Frans; Debbie Root
Subject: RE: Huntington Ridge East Street Name Approval
Attachments: 210007-C1-LOT DIMENSIONS-020122.pdf

Alec,

Street names:

Sewell Way and Virdon St. are approved. In accordance with Caldwell City Code, the collector that you currently have labeled as Florida Ave. will need to carry a different unique name as this portion will not have a connection path to the portion of Florida Ave. to the south.

Lot/Block #'s:

- Change Lot 25C to Lot 1C in Block 3, then re-number the rest of the block consecutively as introduced by phase.
- Is there a reason you are using Mason Creek to split block #'s? (Blocks 4 & 5, 6 & 7)

Thank you.

Dave Marston

City of Caldwell
(208) 455-4676



From: Alec Egurrola <AEgurrola@to-engineers.com>
Sent: Tuesday, February 1, 2022 3:53 PM
To: Dave Marston <dmarston@cityofcaldwell.org>
Cc: Angie Hopf <ahopf@cityofcaldwell.org>; Debbie Root <droot@cityofcaldwell.org>
Subject: RE: Huntington Ridge East Street Name Approval

Also, I forgot to mention your comment regarding Florida. We have closely designed with engineering & P&Z to shift the planned section line alignment of Florida (between Huntington Ridge East & West) to the east, where it is depicted in this site. Our understanding is this is to function as Florida Ave and to keep the name. Please let me know if otherwise.

Thank you,

ALEC EGURROLA | Land Use Planner



332 N. Broadmore Way | Nampa, Idaho 83687
O 208-442-6300



The Choice By Design

Idaho | Wyoming | Utah | Washington

From: Alec Egurrola
Sent: Tuesday, February 1, 2022 3:49 PM
To: Dave Marston <dmarston@cityofcaldwell.org>
Cc: Angie Hopf <ahopf@cityofcaldwell.org>
Subject: RE: Huntington Ridge East Street Name Approval

Dave,

Thank you for the comments. See attached for revised lot dimensions sheet of the plat. We have replaced Beaumont with Sewell and replaced Neagle with Virdon. We have also revised our block & lot number as per your comments.

Thanks,

ALEC EGURROLA | *Land Use Planner*



332 N. Broadmore Way | Nampa, Idaho 83687

☎ 208-442-6300

www.to-engineers.com



The Choice By Design

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From: Dave Marston <dmarston@cityofcaldwell.org>
Sent: Friday, January 28, 2022 4:45 PM
To: Alec Egurrola <AEgurrola@to-engineers.com>
Cc: Angie Hopf <ahopf@cityofcaldwell.org>
Subject: RE: Huntington Ridge East Street Name Approval

Alec,

Street names:

- Aviation Way – approved
- Beaumont St – Not approved (sound alike)
- Candelaria St/Ct – approved (change St to Dr)
- Clemente Ave – approved (change Ave to Way)

A12

- Florida Ave – Not approved (duplicate)
- Kiner Dr – approved
- Liriano St – approved (change St to Dr)
- Madlock Ave/Pl – approved
- Mazeroski St/Ln – approved
- Neagle St – Not approved (sound alike)
- Tannehill St – approved
- Tekulve St/Ct – approved
- Zisk Ct/Ln – approved

Lot/Block #'s:

- Change Block 4 to Block 3 since its introduced in Phase 1.
- Change Block 3 to Block 4.
- Since Block 5 is introduced in Phase 2, re-number Lot 33C to Lot 1C, then re-number the rest of the block as lots are introduced by phase.
- Re-number lots 2-21C in Block 6 as introduced by phase.
- Can you adjust the phase line related to Block 7 so at least one of the 2 common lots (currently labeled as 21C & 32C) ends up in Phase 3? Otherwise, we've been educated that one of those 2 would need to carry a different unique Block #. Also, need to re-number Block seven lots as introduced by phase (i.e. Lot 1, Block 7 would show up in Phase 2, then increase from there)

Thank you.

Dave Marston

City of Caldwell
(208) 455-4676



From: Alec Egurrola <AEgurrola@to-engineers.com>
Sent: Wednesday, January 26, 2022 3:53 PM
To: Dave Marston <dmarston@cityofcaldwell.org>
Cc: Angie Hopf <ahopf@cityofcaldwell.org>
Subject: Huntington Ridge East Street Name Approval

Hi Dave,

See attached for street name approval. We are hoping to submit this application by the middle of next week.

Please note that Beaumont St should be Beaumont Way. I will ensure this is corrected.

Let me know if you have any questions.

Thanks,

ALEC EGURROLA | *Land Use Planner*



332 N. Broadmore Way | Nampa, Idaho 83687

☎ 208-442-6300

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Idaho | Wyoming | Utah | Washington

From: Dave Marston <dmarston@cityofcaldwell.org>
Sent: Friday, January 28, 2022 4:45 PM
To: Alec Egurrola
Cc: Angie Hopf
Subject: RE: Huntington Ridge East Street Name Approval
Attachments: 210007-C1-LOT DIMENSIONS-012622 (2).pdf

Alec,

Street names:

- Aviation Way – approved
- Beaumont St – Not approved (sound alike)
- Candelaria St/Ct – approved (change St to Dr)
- Clemente Ave – approved (change Ave to Way)
- Florida Ave – Not approved (duplicate)
- Kiner Dr – approved
- Liriano St – approved (change St to Dr)
- Madlock Ave/Pl – approved
- Mazerowski St/Ln – approved
- Neagle St – Not approved (sound alike)
- Tannehill St – approved
- Tekulve St/Ct – approved
- Zisk Ct/Ln – approved

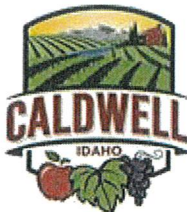
Lot/Block #'s:

- Change Block 4 to Block 3 since its introduced in Phase 1.
- Change Block 3 to Block 4.
- Since Block 5 is introduced in Phase 2, re-number Lot 33C to Lot 1C, then re-number the rest of the block as lots are introduced by phase.
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Thank you.

Dave Marston

City of Caldwell
(208) 455-4676



A12

From: Alec Egurrola <AEgurrola@to-engineers.com>
Sent: Wednesday, January 26, 2022 3:53 PM
To: Dave Marston <dmarston@cityofcaldwell.org>
Cc: Angie Hopf <ahopf@cityofcaldwell.org>
Subject: Huntington Ridge East Street Name Approval

Hi Dave,

See attached for street name approval. We are hoping to submit this application by the middle of next week.

Please note that Beaumont St should be Beaumont Way. I will ensure this is corrected.

Let me know if you have any questions.

Thanks,

ALEC EGURROLA | *Land Use Planner*



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O 208-442-6300

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A17

Alec Egurrola

From: Alec Egurrola
Sent: Thursday, February 3, 2022 9:22 AM
To: Alec Egurrola
Subject: FW: Huntington Ridge East Street Name Approval

From: Dave Marston <dmarston@cityofcaldwell.org>
Sent: Wednesday, February 2, 2022 12:24 PM
To: Alec Egurrola <AEgurrola@to-engineers.com>
Subject: RE: Huntington Ridge East Street Name Approval

McCutchen is available.

Thank you.

Dave Marston

City of Caldwell
(208) 455-4676



From: Alec Egurrola <AEgurrola@to-engineers.com>
Sent: Wednesday, February 2, 2022 12:19 PM
To: Dave Marston <dmarston@cityofcaldwell.org>
Subject: RE: Huntington Ridge East Street Name Approval

How about McCutchen? If not, use Hebner as an alternative.

Thank you,

ALEC EGURROLA | *Land Use Planner*



T-O ENGINEERS

332 N. Broadmore Way | Nampa, Idaho 83687

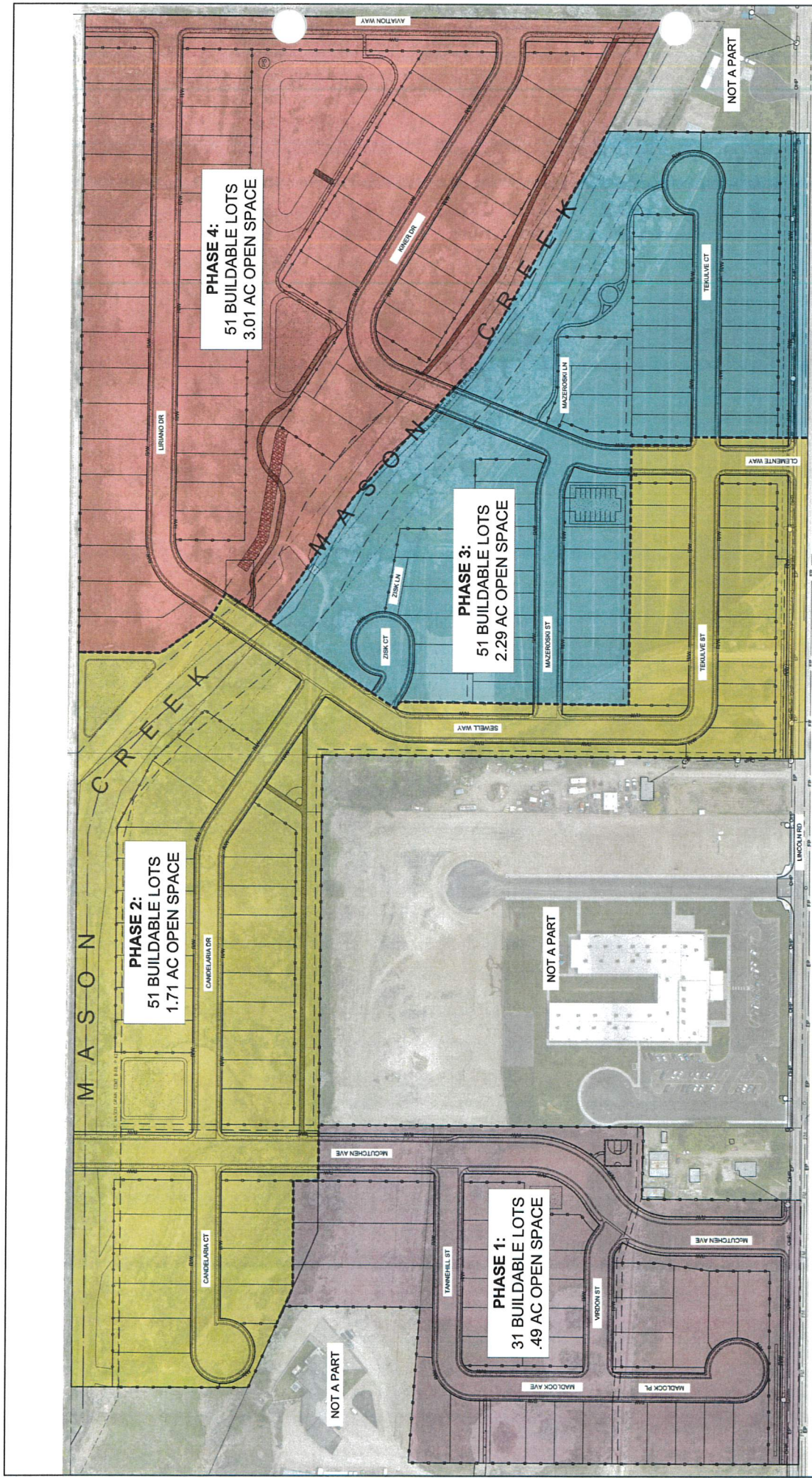
☎ 208-442-6300

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PHASE 4:
51 BUILDABLE LOTS
3.01 AC OPEN SPACE

PHASE 3:
51 BUILDABLE LOTS
2.29 AC OPEN SPACE

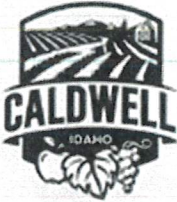
PHASE 2:
51 BUILDABLE LOTS
1.71 AC OPEN SPACE

PHASE 1:
31 BUILDABLE LOTS
.49 AC OPEN SPACE

**HUNTINGTON
RIDGE EAST
PHASING EXHIBIT**



A13



CITY OF
Caldwell, Idaho

Planning & Zoning

PUD DETAILS FORM

Project Name: Huntington Ridge East	File #:
Applicant/Agent: T-O Engineers	

Planned Unit Development (PUD) Information

Total Acreage: 60.24 Zoning: R-1 Phased Project: Yes No If yes, # of phases: 4

List all proposed uses: detached, single-family residential, various open space uses

If residential is proposed: Total # of dwelling units: 189 Proposed Density: 3.14 units/acre

List all types of proposed housing units: detached single-family - see narrative for product types

PUD Required Details

PUD must be consistent with one or more of the following. Mark all that apply and provide a detailed explanation.

- Offers a maximum choice of living environments by allowing a variety of housing and building types

Three different housing products provided: 2-car garage, 3-car garage, and cottage lots.

See narrative for additional info and explanation.

- Promotes mixed use projects which are functionally integrated within the development and provides services to the primary use

- Provides a layout which preserves and property utilizes natural topography and geologic features, trees, scenic vistas or other vegetation

Layout preserves ecological function of Mason Creek corridor. Achieves two land use goals. See narrative for additional info and explanation.

- Subject property is constrained or otherwise limited by some obstacle, feature, geometry, condition, or easement that interferes with applying standard development processes

130-foot Mason Creek easement creates property constraints for usable/buildable land.

See narrative for additional info and explanation.

- Encourages infill development that contributes a compatible design to the existing neighborhood

PUD's shall incorporate imaginative or unique concepts, innovations and designs. List in detail those elements:

Varied front setbacks and housing products to 'break-up' visual sight lines.

Proposed fishing pond to function as recreational/visual centerpiece of development.

Clustered density of homes to preserve open space/Mason Creek corridor.

All lots developed for residential purposes shall have frontage on a public roadway. Check here indicating this project meets this requirement.

All PUD's shall have the following features:

Five-foot paved micro pathways connecting residential to nonresidential area, open space common lots, recreational facilities, major pathways and school bus pick up locations (sidewalks may substitute)

Eight-foot wide paved major pathway with a 5-foot wide landscape buffer on either side that meanders through the property. Please indicate the lot and block numbers of the major pathway

Usable open space of at least 10% of the gross area

Varying bermed street landscape buffers of a 2:1 to 3:1 ratio

4 or more of the following amenities shall be provided: baseball/softball field; basketball court; boat dock/river access; buildings to LEED standards; community center; daycare center; detached sidewalks; energy-star certified housing; enhanced paving and design features; fishing pond; golf course; gym/health club; land provided for a public facility; playground/tot lot; rear entry garages; residential buildings constructed with fire sprinkler systems; roundabout intersections as approved by the city engineer; skateboard park; swimming pool; tennis court; other suitable amenities or public benefits deemed worthy by city council

1. tot lot/playground

2. fishing pond

3. fishing dock

4. pickleball court

List all proposed deviations from height, lot line setback, and lot dimension schedule as listed in current City Code

Projects that are classified as infill may have all or portions of amenity requirements waived. To be considered infill, the subject property must meet the following criteria: N/A

Parcel under 20 acres

Parcel located within a largely developed area (minimum 50% of land within 300 feet of subject property developed)

Municipal services are readily available