



9/29/2025

Alex Sawyer
2 North Homes
PO Box 140798
Boise, ID 83714

Valley County Planning and Zoning
Cynda Herrick
219 North Main Street
Cascade, ID 83611

Dear Ms. Herrick,

Enclosed you will find the associated documents for the combined preliminary and final plat application for the Lake Fork Crossing development at 4 Pleasant Acres Drive in Lake Fork, Idaho. We request to be placed on the November 13th Planning and Zoning docket for application review.

Regarding this application, we are unclear whether the community meeting requirement pertains to this development. We initially planned to submit this as a condo plat but recently decided to change it to townhome. Do we need to conduct a community meeting because of this change? Please advise. We can complete this requirement before the hearing if necessary.

Regards,

Alex Sawyer
2 North Homes



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2 North Homes
PO Box 140798
Boise, ID 83714



Valley County Planning and Zoning
Cynda Herrick
219 North Main Street
Cascade, ID 83611

Dear Ms. Herrick,

2 North Homes conducted a neighborhood meeting for the Lake Fork Crossing development on October 20, 2025, at 5:00 p.m. via Zoom. All property owners within 300 feet of the project site were notified by mailed letter.

Both Krista Lee Rauch and Penny Darst requested links to the meeting; however, only Ms. Rauch attended.

Following 2 North's presentation of the project—including the site plan, landscape plan, and renderings—Ms. Rauch raised the following concerns:

- A gate in the existing fence on her property that she would like to infill with a fixed panel.
- A desire for additional planting along the eastern boundary to improve screening between her home and the development.
- Interest in extending any new paving work to her driveway.
- Assurance that the proposed trash enclosure would not attract rodents or create odors.

In a subsequent email to the project owner, **Michael Jobes**, with Ms. Rauch copied, Mr. Jobes confirmed that the trash enclosure will primarily be used for construction debris and will comply with Valley County's bear-proof requirements. I also suggested exploring a cost-sharing arrangement to address the fence, landscaping, and paving concerns noted above.

We have not received any further correspondence from Ms. Rauch since that exchange.

Sincerely,

Alex Sawyer
2 North Homes

Valley County Planning and Zoning Department

219 N. Main
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
cherrick@co.valley.id.us
208-382-7115




Subdivision Application

Includes Conditional Use Permit

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT		<input checked="" type="checkbox"/> Check # <u> </u> or <input type="checkbox"/> Cash or <input type="checkbox"/> Card
FILE # SUB <u>25-020 Lake Fork Crossing</u>	FEE \$ <u>300</u>	
ACCEPTED BY _____	DEPOSIT _____	
CROSS REFERENCE FILE(S): _____	DATE <u>9-29-2025</u>	
<input type="checkbox"/> ADMINISTRATIVE PLAT	COMMENTS: <u>Mixed Use Subdivision</u>	
<input checked="" type="checkbox"/> SHORT PLAT	_____	
<input type="checkbox"/> FULL PLAT	_____	

When an application has been submitted, it will be reviewed in order to determine compliance with application requirements. A hearing date will be scheduled only after an application has been accepted as complete.

Applicant's Signature:  Date: 9/29/2025

The following must be completed and submitted with the conditional use permit application:

- ? ☐ **Neighborhood Meeting Information and results** if 5 or more lots. VCC 9-5H-1.D
- ☒ A **preliminary plat** containing all of the necessary requirements according to the Valley County Subdivision Regulations, Title 10.
- ☒ A **phasing plan and construction timeline**.
- ☒ One **8½ x 11" – 300 scale drawing** of the proposed subdivision showing only the street names and lots.
- ☒ A **plot plan**, drawn to scale, showing existing utilities, streets, easements, ditches, and buildings.
- ☒ A **landscaping plan**, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list, indicating the size, quantity, location, and name (both botanical and common) of all plant material to be used.
- ☒ A **site grading plan** clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- NA** A **lighting plan**.
- ☒ A **Wildfire Mitigation Plan**.
- ☒ **Names and mailing addresses of property owners within 300 feet of the property boundary.** Information can be obtained through the Valley County GIS maps. Only one list is required.
- ☒ **Ten (10) copies of the application and additional materials are required.**

We recommend you review Title 9 and Title 10 of the Valley County Code online at
www.co.valley.id.us/planning-zoning or
at the Planning and Zoning Office, 219 North Main, Cascade, Idaho.

Subject to Idaho Statute 55-22 Underground Facilities Damage Prevention.

CONTACT INFORMATION

PROPOSED SUBDIVISION NAME: Lake Fork Crossing

APPLICANT Two North Homes PHONE _____

Owner ☐ Option Holder ☐ Contract Holder ☐

MAILING ADDRESS PO Box 140798 Garden City, ID ZIP 83714

EMAIL office@2northhomes

PROPERTY OWNER Same as above

(if not the applicant)

MAILING ADDRESS _____ ZIP _____

EMAIL _____

Nature of Owner's Interest in this Development? Develop and sell

AGENT / REPRESENTATIVE Alex Sawyer PHONE [REDACTED]

MAILING ADDRESS _____ ZIP _____

EMAIL [REDACTED]

ENGINEER Ackerman Estvold

MAILING ADDRESS 7661 West Riverside Drive #102 Garden City, ID ZIP 83714

EMAIL antonio.conti@ackerman-estvold.com PHONE 208-986-3438

SURVEYOR Dan Dunn

MAILING ADDRESS 25 Coyote Trail Cascade, ID ZIP 83611

EMAIL dan@dunnlandsurveys.com PHONE 208-634-6896

PROPERTY INFORMATION

1. SIZE OF PROPERTY 1.56 Acres

2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 0 Acres

3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat.

Easements No

Deed Restrictions No

Liens or encumbrances No

4. LEGAL DESCRIPTION Pleasant Acres Subdivision Tax No. 165 In Lot 8

5. TAX PARCEL NUMBER(S) RP00204000008B

Quarter SW Section 3 Township 17 North Range 3 East

6. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY:

No existing uses, no existing structures

7. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: No known hazards

8. ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES:

North Empty Field

South Pleasant Acres Drive

East State Highway 55

West Residential, Single Family Home

9a. TYPE OF TERRAIN: Mountainous ☐ Rolling ☐ Flat ☒ Timbered ☐

9b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes ☐ No ☒

9c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: No significant natural resources

10a. WATER COURSE: _____

10b. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?
(Information can be obtained from the Planning & Zoning Office) Yes ☐ No ☒

10c. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Yes ☐ No ☒

10d. WILL ANY PART OF THE PROPERTY BE SUBJECT TO INUNDATION FROM STORMWATER OVERFLOW OR SPRING MELTING RUN-OFF? No

11a. NUMBER OF EXISTING ROADS: No Roads on Property Public ☐ Private ☐

Are the existing road surfaces paved or graveled? Gravel ☐ Paved ☐

11b. NUMBER OF PROPOSED ROADS: No Proposed Roads Proposed width: _____

Will the proposed roads be Public ☐ Private ☐

Proposed road construction: Gravel ☐ Paved ☐

12a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: No utilities currently on property

12b. PROPOSED UTILITIES: Buried electrical service, all other utilities self contained. Well for water, septic for waste

Proposed utility easement width _____ Locations _____

13. SOLID WASTE DISPOSAL METHOD: Individual Septic ☒ Central Sewage Treatment Facility ☐
14. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual ☒
If individual, has a test well been drilled? No Depth _____ Flow _____ Purity Verified? _____
Nearest adjacent well Well driller's reports from nearby wells attached to this application _____
15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes ☐ No ☒
Are you proposing any alterations, improvements, extensions or new construction? Yes ☒ No ☐
If yes, explain: Per irrigation drawings attached to this application _____

16. DRAINAGE (Proposed method of on-site retention): Per civil drawings attached to this application _____
Any special drains? _____ (Please attach map)
Soil type(s): _____
(Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)
17. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? Unknown at this time _____
If not, indicate the type of surety that will be put up to ensure the construction of the improvements within one (1) year from the date of filing the plat: Will provide surety information if/when bonding is _____

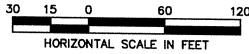
18. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS:
Setbacks: Front _____ feet Sides _____ feet Rear _____ feet
Mobile homes allowed? Yes ☐ No ☐
Minimum construction value _____ Minimum square footage _____
Completion of construction required within _____ Days ☐ Months ☐ Years ☐
Resubdivision permitted? Yes ☐ No ☐
Other CC&R's attached _____
19. LAND PROGRAM:
Open Areas and/or Common Areas Yes ☒ No ☐
Acreage in subdivision 1.56 Number of lots in subdivision 12
Typical width and depth of lots Varies, see attached site plan
Typical lot area Varies Minimum lot area .016 ac Maximum lot area .036 ac
Lineal footage of streets _____ Average street length per lot _____
Percentage of area in streets _____% Valley County already owns per
Dedicating road right-of-way to Valley County? Yes ☐ No ☒ Roads Superintendent
Percentage of area of development to be public (including easements) .0 %
Maximum street gradient _____
Is subdivision to be completely developed at one time? Yes ☐ No ☒ - Attach phasing plan and timeline.
20. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights &/or are in an irrigation district. Submit letter from Irrigation District, if applicable.
21. COMPLETE ATTACHED WEED CONTROL AGREEMENT.
22. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.

LAKE FORK CROSSING

TAX NO. 165
A PORTION OF LOT 8, PLEASANT ACRES SUBDIVISION
IN THE SW1/4 OF SECTION 3
T.17N., R.3E., B.M., VALLEY COUNTY, IDAHO
2025

BASIS OF BEARINGS

HORIZONTAL DATUM BASED ON IDAHO STATE PLANE,
IDAHO WEST ZONE 1103. DISTANCES ARE GROUND
DISTANCES AND ARE IN U.S. SURVEY FEET.



UNPLATTED

NOTES

- ALL PROPERTIES SHOWN ON THIS PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE FORK CROSSING ("DECLARATION"), AND THE ARTICLES OF INCORPORATION AND THE BYLAWS FOR LAKE FORK CROSSING PROPERTY OWNERS' ASSOCIATION, INC. ("ASSOCIATION"), WHICH ARE RECORDED AS INSTRUMENT NO'S 2025-0025- AND 0025- WITH THE VALLEY COUNTY, IDAHO RECORDER, AS THE SAME MAY BE AMENDED.
- SEE DECLARATION OF INSTALLATION OF UTILITIES RECORDED AS INSTRUMENT NO.
- COMMON AREA DEPICTED ON THIS PLAT IS DEDICATED FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE ASSOCIATION, TOGETHER WITH THEIR GUESTS, INVITEES, AND ASSIGNS, SUBJECT TO THE TERMS, CONDITIONS, AND RESERVED DECLARANT RIGHTS, AS FURTHER PROVIDED IN THE DECLARATION.
- THERE SHALL BE NO DIVISION OF ANY LOT DEPICTED ON THIS PLAT, EXCEPT AS PERMITTED IN THE DECLARATION OR WITHOUT PRIOR APPROVAL OF THE HEALTH AUTHORITY.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEMS APPROVED IN ANY SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
- THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
- SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
- ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
- AGRICULTURAL USES AND LIVESTOCK ACTIVITY MAY BE ADJACENT ACTIVITIES.
- IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-3005(2), IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE OWNER, AND THE LOTS SHOWN ON THIS PLAT SHALL REMAIN SUBJECT TO ASSESSMENTS BY LAKE IRRIGATION DISTRICT.
- FEMA FLOOD PANEL(S): 16085C 1004
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): N/A
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA
* ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- SURVEY LINE
- SET 5/8" X 24" REBAR WITH PLASTIC CAP L514217
- SET 1" BRASS PLUG IN CONCRETE L514217
- CALCULATED POINT, NO MONUMENT SET OR FOUND
- BUILDING OUTLINE

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1326 IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH, EHS

DATE

INST. NO.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N76°10'50"E	40.22'
L2	N76°10'50"E	40.22'
L3	N76°10'50"E	40.22'
L4	N76°10'50"E	40.22'

SURVEY NARRATIVE:

THIS PLAT WAS FILED TO SUBDIVIDE TAX PARCEL NO. 165, THE BOUNDARY WAS DETERMINED FROM FOUND 1/2" REBAR AT ALL FOUR CORNERS OF THE PROPERTY. SAID REBAR WERE FOUND TO BE IN CONFORMANCE WITH THE RECORD AND REPLACED WITH 5/8"-NOM REBAR AS SHOWN HEREON.

RECORD OF SURVEY BOOK 7, PAGE 68, INST. NO. 258654
RECORD OF SURVEY BOOK 13, PAGE 81, INST. NO. 405189
RECORD OF SURVEY BOOK 1, PAGE 232, INST. NO. 137571
PLEASANT ACRES SUBDIVISION, BOO 4, PAGE 40, INST. NO. 79447



SHEET 1 OF 2

25 COYOTE TRAIL
CASCADE, ID 83611
PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM



LAKE FORK CROSSING

TAX NO. 165
A PORTION OF LOT 8, PLEASANT ACRES SUBDIVISION
IN THE SW1/4 OF SECTION 3
T.17N., R.3E., B.M., VALLEY COUNTY, IDAHO
2025

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT 2 NORTH HOMES, LLC, AN IDAHO LIMITED LIABILITY COMPANY IS THE OWNER OF THE REAL PROPERTY HEREFTER DESCRIBED:

A PARCEL OF LAND BEING TAX PARCEL NO. 165, LOCATED IN A PORTION OF LOT 8, PLEASANT ACRES SUBDIVISION, BOOK 4, PAGE 40, INSTR. NO. 79847, PLAT RECORDS OF VALLEY COUNTY, IN THE SW1/4 OF SECTION 3, T.17N., R.3E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 5/8-INCH REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 8, PLEASANT ACRES SUBDIVISION;

THENCE A BEARING OF S 89°11'33" E, A DISTANCE OF 208.28 FEET, ON THE SOUTH BOUNDARY OF SAID TAX PARCEL NO. 165 AND THE NORTH RIGHT-OF-WAY BOUNDARY OF PLEASANT ACRES DRIVE, TO A SET 5/8-INCH REBAR MARKING THE SOUTHEAST CORNER OF SAID TAX PARCEL NO. 165;

THENCE A BEARING OF N 02°00'22" W, A DISTANCE OF 287.78 FEET, ON THE EAST BOUNDARY OF SAID TAX PARCEL NO. 165 TO A SET 5/8-INCH REBAR MARKING THE NORTHEAST CORNER OF SAID TAX PARCEL NO. 165;

THENCE A BEARING OF N 89°11'10" W, A DISTANCE OF 287.18 FEET, ON THE NORTH BOUNDARY OF SAID TAX PARCEL NO. 165 TO A SET 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF SAID TAX PARCEL NO. 165;

THENCE A BEARING OF S 13°49'10" E, A DISTANCE OF 287.09 FEET, ON THE WEST BOUNDARY OF SAID TAX PARCEL NO. 165 AND THE EAST RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 55 TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1.582 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND/OR USE.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THE PLAT OF LAKE FORK CROSSING. THE COMMON AREA DEPICTED ON THIS FINAL PLAT IS DEDICATED FOR THE USE AND ENJOYMENT OF THE MEMBERS OF LAKE FORK CROSSING PROPERTY OWNERS' ASSOCIATION, TOGETHER WITH THEIR GUESTS, INVITEES AND ASSIGNS, SUBJECT TO THE TERMS, CONDITIONS, AND RESERVED DECLARANT RIGHTS WHICH ARE CONTAINED IN THE GENERAL DECLARATION FOR LAKE FORK CROSSING.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2025.

JEANETTE C NEWBOLD, MANAGER, 2 NORTH HOMES, LLC

MICHAEL JOBS, MANAGER, 2 NORTH HOMES, LLC

ACKNOWLEDGEMENT

STATE OF IDAHO }
VALLEY COUNTY } SS

ON THIS ____ DAY OF _____, 2024, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED JEANETTE C NEWBOLD KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF 2 NORTH HOMES, LLC THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO _____

RESIDING AT _____

COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT

STATE OF IDAHO }
VALLEY COUNTY } SS

ON THIS ____ DAY OF _____, 2024, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED MICHAEL JOBS KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF 2 NORTH HOMES, LLC THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO _____

RESIDING AT _____

COMMISSION EXPIRES: _____

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF LAKE FORK CROSSING IS HEREBY ACCEPTED AND

APPROVED THE ____ DAY OF _____, 2023,

BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF LAKE FORK CROSSING IS HEREBY

ACCEPTED AND APPROVED THE ____ DAY OF _____, 2023,

BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

CERTIFICATE OF VALLEY COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF LAKE FORK CROSSING IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

VALLEY COUNTY SURVEYOR

DATE

CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, PROFESSIONAL LAND SURVEYOR NO. 14217, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF LAKE FORK CROSSING AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM A SURVEY CONDUCTED BY ME AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CERTIFICATE OF VALLEY COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF LAKE FORK CROSSING HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

VALLEY COUNTY TREASURER

DATE

SHEET 2 OF 2

25 COYOTE TRAIL
CASCADE, ID 83611
PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM



IMPACT REPORT (from Valley County Code 9-5-3-D)
Lake Fork Village

1. Traffic volume, character, and patterns including adequacy of existing or proposed street width, surfacing, alignment, gradient, and traffic control features or devices, and maintenance. Contrast existing with the changes the proposal will bring during construction and after completion, build-out, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic.

This is a small 1.56-acre mixed-use development consisting of eight storage units and four live/work units adjacent to State Route 55, the major thoroughfare in Valley County. The existing lot is a greenfield with no previous improvements except for a 110'x30' gravel pad. The entrance is approximately 200 feet from State Route 55. The additional traffic generated will be minimal, mostly consisting of the live/work tenants and occasional trips to access a storage unit. However, due to the primary commercial nature of the development, we anticipate that the traffic accessing our site will be more commercial in nature, including work trucks, trailers, and occasionally larger commercial vehicles. No additional traffic control infrastructure is planned. To address access durability, we have entered into a development agreement with Valley County to pave Pleasant Acres Drive, the access road off State Highway 55, along the length of the southern property boundary, approximately 225 feet.

2. Provision for the mitigation of impacts on housing affordability.

This is a primarily commercial mixed-use development, with 4 short term apartments on site that act as worker housing, impacts to housing affordability in Valley County will be de minimis.

3. Noise and vibration levels that exist and compare to those that will be added during construction, normal activities, and special activities. Include indoor and outdoor, day and night variations.

Construction activities will increase noise and vibration levels during weekday daytime operating hours. However, there will be no impact during evening, nighttime, and weekend hours, as construction will only occur during acceptable hours as defined by Valley County ordinance. Once the development is in operation, the additional noise and vibration will be consistent with that generated by storage units, office space, and short-term apartment for work crews.

4. Heat and glare that exist and that might be introduced from all possible sources such as autos in parking areas, outdoor lights, water or glass surfaces, buildings or outdoor activities.

As stated above, the lot is an existing greenfield with approximately 3300 sf of existing gravel pad. Once improvements are complete, there will be additional heat generated by new impervious surfaces such as buildings, access drives and parking. Additionally, there will be glare created by new glazing in the live work units and by cars, trucks or other commercial vehicles parked in the parking lot. However, there is no heat/glare risk that is created by this design compared to other allowed uses on this lot.

5. Particulate emissions to the air including smoke, dust, chemicals, gasses, or fumes, etc., both existing and what may be added by the proposed uses.

The primary source of particulate emissions will be construction activities. We will control these pollutants to the best of our ability using wet saws on concrete and other PM2.5 controls for workers and neighbors where needed. There are not planned uses in the final development that would generate new pollution aside from car and truck exhaust from vehicles entering and exiting the site.

6. Water demand, discharge, supply source, and disposal method for potable uses, domestic uses, and fire protection. Identify existing surface water drainage, wetlands, flood prone areas and potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.

The existing lot is a greenfield, with all water, stormwater, and waste infrastructure being new. All water and wastewater demand comes from the four live/work units, which include a commercial bathroom coupled with a residential apartment that has kitchen and bathroom facilities. The storage units have no water or waste demand. All potable water is derived from a well located in the northeastern quadrant of the property, with wastewater discharging into four separate septic systems with primary and replacement drain fields. The design has been reviewed and permitted by District Health. Stormwater is managed on the northern side of the property with a swale discharging into a detention basin. Stormwater from the impervious paving deposits into a swale on the eastern side of the property, which moves all the water to the borrow ditch and prevents it from moving onto the adjacent property. There are no wetlands associated with this property that we are aware of.

7. Fire, explosion, and other hazards existing and proposed. Identify how activities on neighboring property may affect the proposed use.

The single abutting use is believed to be a residence. The rest of the area is green-field, similar to the lot being developed, and State Route 50 runs along the western boundary. Neighboring properties are not anticipated to have a substantive impact on our proposed use.

8. Removal of existing vegetation or effects thereon including disturbance of wetlands, general stability of soils, slopes, and embankments and the potential for sedimentation of disturbed soils.

The existing lot is covered with grass and has a gentle slope of 2% to 4%, with the underlying soil consisting entirely of loam, according to the USDA NRCS website. No wetlands are observed. Loam is generally considered a favorable, stable soil for foundations and landscaping. Due to the nature of the minimal slope and soil types found on the existing site, no substantive impact is anticipated on future soil stability, or existing slopes, and embankments post site improvements. Professional civil and landscape architecture firms have been engaged to assure site design complies with best practices and the requirements of Valley County ordinance. Please reference their drawings, included with this application, for further detail on site design.

9. Include practices that will be used to stabilize soils and restore or replace vegetation.

See reply to question 8 above

10. Soil characteristics and potential problems in regard to slope stability, embankments, building foundation, utility and road construction. Include suitability for supporting proposed landscaping.

See reply to question 8 above

11. Site grading or improvements including cuts and fills, drainage courses and impoundments, sound and sight buffers, landscaping, fencing, utilities, and open areas.

See reply to question 8 above

12. Visibility from public roads, adjoining property, and buildings. Include what will be done to reduce visibility of all parts of the proposal but especially cuts and fills and buildings. Include the impacts of shadows from new features on neighboring property.

A mix of trees, boulders and berms will be introduced to help obscure the building elements from State Route 55. Please reference the landscaping design provided by the landscape architect and included with this submission. There is a line of existing trees and fencing, obscuring the development from only current neighbor to the east. We do not anticipate shadows to substantively impact any neighboring properties.

13. Reasons for selecting the particular location including topographic, geographic and similar features, historic, adjoining land ownership or use, access to public lands, recreation, utilities, streets, etc., in order to illustrate compatibility with and opportunities presented by existing land uses or character.

The purpose of this development is to create storage, office, and housing facilities for commercial companies such as builders, electricians, excavators, road crews, and plumbers operating in and around Valley County and McCall. This mixed-use facility will allow potential owners to store materials, house workers, and have administrative space as Valley County continues to grow. Its proximity to State Route 55 and various building supply facilities makes this an attractive location for such a use.



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: September 25, 2025 **File No.:** 1028907

Property: 4 Pleasant Acres Dr., McCall, ID 83638

Buyer/Borrower: TBD

Seller: 2 North Homes LLC

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

Buyer/Borrower
TBD

Seller:
2 North Homes LLC



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Title Officer:

Jonathan Edwards
jonathan.edwards@amerititle.com
(208) 414-1792

Escrow Officer:

Email escrow closing documents to:



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.



ALTA 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 EXTRACONTRACTUAL 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, (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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned By:

Jonathan Edwards

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

C. Monroe

President

Attest

David Wald

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURE

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. 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 www.alta.org/arbitration.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY

Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: AmeriTitle, LLC

Issuing Office: 128 E Main St., Weiser, ID 83672

Loan Number:

Issuing Office File Number: 1028907

Property Address: 4 Pleasant Acres Dr., McCall, ID 83638

Commitment No.: []

1. Commitment Date: September 3, 2025 at 7:30 A.M

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy

☒

Standard

☐

Extended

Amount:

Premium:

\$0.00

Endorsements:

Proposed Insured:

TBD

(b) 2021 ALTA® Loan Policy

☐

Standard

☐

Extended

Amount:

Premium:

\$0.00

Endorsements:

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

2 North Homes, LLC, an Idaho limited liability company

5. The Land is described as follows:

See attached Exhibit 'A'

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY Old Republic National Title Insurance Company

REQUIREMENTS:

File Number: 1028907

All of 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. N/A

NOTES:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.
- C. In the event that the contemplated transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation include full legal name, date of birth, residential address, and the IRS taxpayer identification number of the beneficial owners of the Buyer(s), as further defined and described in Section 1031.320 of Chapter 31 of the Code of Federal Regulations ("Code")

NOTE: The FinCEN Report requires certain residential real estate transaction purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity to be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

If **AmeriTitle, LLC** is not acting as a "Reporting Person" under the FinCEN rule for this transaction, where said company is not performing any escrow or settlement functions, responsibility for compliance with FinCEN reporting requirements lies with the party designated as the Reporting Person under the rule, which may include the settlement agent, escrow agent, or other party facilitating the closing.

AmeriTitle, LLC expressly disclaims any and all liability for FinCEN reporting obligations where said company is not performing any escrow or settlement functions.

- D. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- E. According to the available County Assessor's Office records, the purported address of said land is:
4 Pleasant Acres Dr, Lake Fork, ID 83638
- F. Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: \$435.24

Year: 2024

Parcel No.: RP00204000008B

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY Old Republic National Title Insurance Company

EXCEPTIONS:

File Number: 1028907

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
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. The Company will require verification the Operating Agreement of 2 North Homes LLC is in full force and effect, includes all amendments and that it has not been revoked or terminated.
9. Taxes, including any assessments collected therewith, for the year 2025 which are a lien not yet due and payable.
10. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
11. Easements, reservations, notes and/or dedications as shown on the official plat of Pleasant Acres Subdivision. Plat and Dedication, Instrument No. 79447
12. Ditch, road and public utility easements as the same may exist over said premises.
13. Agreement between James C. Galyean, et ux, and Sylvia McClain, including the terms and provisions thereof, Recorded: July 18, 1973
Instrument No.: 79725
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Idaho Power Company
Recorded: February 22, 1974
Instrument No.: 81505
15. Water Agreement, including the terms and provisions thereof,
Recorded: May 24, 1977
Instrument No.: 91644

16. Gift of Water Rights, including the terms and provisions thereof,
Recorded: January 2, 1980
Instrument No.: 104363 and 104365
17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Continental Telephone of the West
Instrument No.: 160241
18. The following survey prepared by Droulard Land Surveying,
Recorded: November 21, 2001
Instrument No.: 258654
19. Conditional Use Permit No. 21-32, including the terms and provisions thereof,
Recorded: November 23, 2021
Instrument No.: 446200
20. Conditional Use Permit Restrictive Covenant, including the terms and provisions thereof,
Recorded: September 25, 2024
Instrument No.: 2024-465403
21. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$395,000.00
Trustor/Grantor: Cottonwood Advisors, LLC
Trustee: AmeriTitle, LLC
Beneficiary: 2 North Homes, LLC, an Idaho limited liability company
Dated: July 26, 2024
Recorded: July 26, 2024
Instrument No.: 2024-464237

END OF SCHEDULE B

EXHIBIT 'A'

File No. 1028907

A parcel of land situate in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, T. 17 N., R. 3 E., B.M. being a portion of Lot 8 of Pleasant Acres Subdivision, as shown on the official plat thereof on file in the office of the Recorder of Valley County, Idaho more particularly described as follows:

Commencing at a $\frac{1}{2}$ inch rebar marking the NW corner of Lot 8 Pleasant Acres Subdivision, as shown on the official plat thereof on file in the office of the Recorder of Valley County, Idaho, the REAL POINT OF BEGINNING.

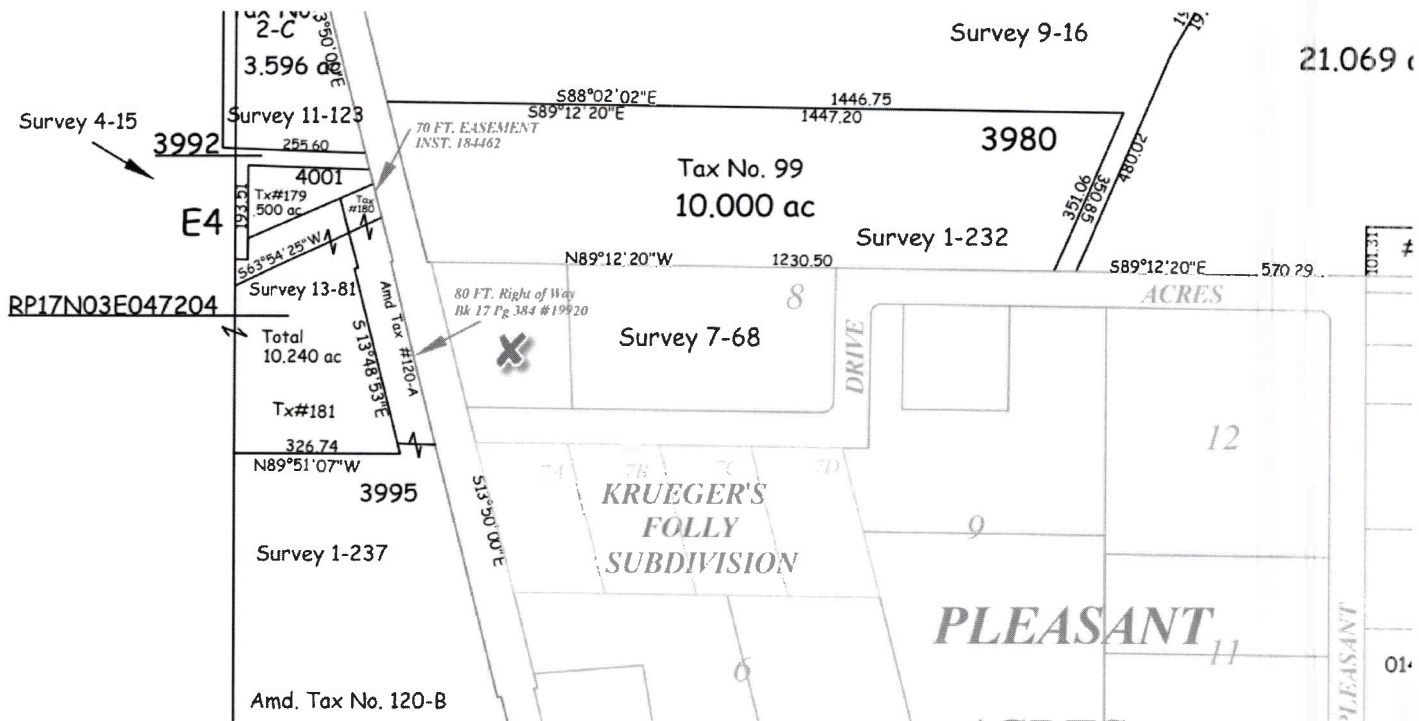
Thence South $89^{\circ}12'20''$ East, 267.18 feet along the north boundary of said Lot 8 to a $\frac{1}{2}$ inch rebar, Thence South $02^{\circ}00'43''$ East 287.73 feet to a $\frac{1}{2}$ inch rebar on the South boundary of said Lot 8, Thence North $89^{\circ}12'20''$ West 206.27 feet to $\frac{1}{2}$ inch rebar marking the south west corner of said Lot 8, Thence North $13^{\circ}50'00''$ West 297.01 feet to the Point of Beginning.

Tax Information

Notes Refresh New Search List Close

PIN: **RP002040000088** TAG: **TAG 041-0000** Current owner: **2 NORTH HOMES LLC**
 AIN: TIF: Ownership type: **Sole Ownership**
 Status: **Active** County: **43-Valley** Situs address: **4 PLEASANT ACRES DR**
 Geocode: Case: Description: **PLEASANT ACRES SUBDIVISIO(...)**
 Rev acct: **0000078445** Pmt pin: Class: **515 Res Rural Sub Vacant**
 Tax sale: ACH pin: Roll type: **Real Property**

Year / Bill		2024-137743-A		*Tax Notice*		Print Bill Detail		Total Due		9/25/2025	
Bill type:	Original	Actual	Owner of record:				Total Current		\$0.00		
Bill dates:	November 01, 2024		2 NORTH HOMES LLC				Delinquent		\$0.00		
Amount:	\$217.62		PO BOX 140798				Adv/Surplus		\$0.00		
Paid date:	Wednesday, June 18, 2025		GARDEN CITY ID 83714				Discount		\$0.00		
Receipt:	U25.5402						Total Due		\$0.00		
Sequence no:	4										
Paid by:	2 NORTH HOMES										
Decal no:											
Description:	PLEASANT ACRES SUBDIVISION TAX NO. 165 IN LOT 8										
Charge Summary						Detail					
Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings		Net Tax Value		207,001 USD		Land Assessed	
435.24	0.00	435.24	0.00	0.00		LAKE IRRIG.		01.50 Units		Total Acres	
						FOREST CHG		15.0000		Total Value	
										Net Tax Value	
										207,001 USD	



Valley County Planning and Zoning

PO Box 1350 • 219 North Main Street
Cascade, ID 83611-1350
Phone: 208-382-7115
Email: cherrick@co.valley.id.us



Instrument # 2024-465403
Valley County, Cascade, Idaho
09-25-2024 02:40:28 PM Titles: 1 Pages: 2
Douglas Miller Fees: \$0.00
Ex-Officio Recorder Deputy
[Barcode]

me

CONDITIONAL USE PERMIT NO. 24-22 Lake Fork Village Mixed Use

Issued to: 2 North Homes LLC
134 South 5th Street
Boise ID 83702

Property Location: The 1.6-acre site, addressed at 4 Pleasant Acres DR, is Pleasant Acres Subdivision Tax No. 165 in Lot 8 in Section 3, T.16N, R.3E, Boise Meridian, Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of September 12, 2024. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 24-22 with Conditions for establishing a mixed-use building with apartments as described in the application, staff report, and minutes.

The effective date of this permit is September 24, 2024.

Conditions of Approval:

- Noted 1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
- Noted 2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
- Noted 3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
- Noted 4. The use shall be established by December 31, 2025, or a permit extension will be required.
- Complete 5. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site. The fee for engineering

review shall be reimbursed at 105%.

- Complete 6. A Development Agreement is required for mitigation of off-site impacts. The applicant shall work with Valley County Road Department on an agreement for off-site infrastructure improvements that will be approved by the Board of County Commissioners.
- Complete 7. Must comply with requirements of the McCall Fire District. A letter of approval is required.
- Complete 8. Must comply with requirements of the Lake Irrigation District. A letter of approval is required.
- Complete 9. Shall obtain Central District Health approval prior to issuance of building permits.
- Noted 10. Lighting must comply with Valley County Code. All exterior lights shall be fully shielded so that there is not upward or horizontal projection of lights. Lights cannot project onto other properties.
- Noted 11. The site must be kept in a neat and orderly manner.
- Noted 12. Landscaping shall be installed prior to October 1, 2026. If landscaping dies, it must be replaced. Noxious weeds must be controlled using proper land management principles.
- Noted 13. A minimum of one tree should be planted for every 25 feet of linear street frontage along the north, east, and west properties lines. The trees may be grouped or planted in groves.
- Noted 14. There shall be only one ground-mounted sign in the 100-foot setback. Signage can also be located on the buildings.
- Noted 15. Parking is not allowed in the 100' setback area.
- Complete 16. Must have an approved approach permit from the Valley County Road Department from Pleasant Acres Drive.
- Noted 17. Must place addressing numbers on each building and unit.
- Noted 18. Business hours of operation are limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday.
- Noted 19. Must maintain the fence along the east side property line into perpetuity.
- Noted 20. North property line setback will be 30-ft.
- Noted 21. There shall be no short-term rentals (less than 30 days).

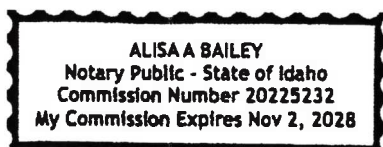
END CONDITIONAL USE PERMIT

Date September 25, 2024

Approved by Cynda Herrick

On this 25 day of September, 2024, before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Alisa Bailey
Notary Public
Residing at: Valley Co
Commission Expires: 11/2/28

Valley County Planning and Zoning Commission

PO Box 1350 • 219 North Main Street
Cascade, ID 83611-1350



Phone: 208-382-7115
Email: cherrick@co.valley.id.us

Katlin Caldwell, Chairman
Ken Roberts, Vice-Chairman

Scott Freeman, Commissioner
Carrie Potter, Commissioner
Heidi Schneider, Commissioner

MINUTES

Valley County Planning and Zoning Commission
September 12, 2024
Valley County Court House - Cascade, Idaho
PUBLIC HEARING - 6:00 p.m.

A. OPEN: Meeting called to order at 6:00 p.m. by Chairman Caldwell. A quorum exists.

PZ Director – Cynda Herrick:	Present
PZ Commissioner – Katlin Caldwell	Present
PZ Commissioner – Scott Freeman:	Present
PZ Commissioner – Carrie Potter:	Present
PZ Commissioner – Ken Roberts:	Present
PZ Commissioner – Heidi Schneider:	Present
PZ Planner II – Lori Hunter:	Present

B. MINUTES: Commissioner Potter moved to approve the minutes of August 1, 2024, and August 29, 2024. Commissioner Freeman seconded the motion. Motion passed unanimously.

Commissioner Potter moved to revise the meeting minutes of June 13, 2024, for C.U.P. 24-09 The Retreat McCall - Event Venue to state "The concept of shelter in place is not a realistic option for this area." Chairman Caldwell seconded the motion. Motion passed unanimously.

C. OLD BUSINESS:

1. C.U.P. 24-15 Serenity Fields Multiple Residences: Serenity Fields LLC is requesting a conditional use permit for seven residences on one parcel. The homes would share wells and have individual septic systems. Access would be from a shared driveway onto Highway 55. The existing home is addressed at 14091 Highway 55. The 27.46-acre parcel is RP18N03E281774 located in the NWSE Section 28, T.18N R.3E, Boise Meridian, Valley County, Idaho. Action Item. **Tabled from July 11, 2024**

Chairman Caldwell introduced the item. Director Herrick presented the staff report, displayed the site and GIS map on the projector screen, and discussed the revised site plan.

The Commissioners and Staff discussed if the applicant's submittal that was included in the Staff Report was a substantive change; it was determined that it was not.

Commissioner Roberts asked Director Herrick to explain the rationale for Staff's Compatibility Rating. Director Herrick responded that the first three questions are based on the matrix. The request is for multiple residences on one parcel. Staff used Line 6 in the matrix as multi-family subdivision is most similar to the proposed used. Line 5 for is more for a building with more

3. **C.U.P. 24-22 Lake Fork Village Mixed Use - Amendment of C.U.P. 21-32:** Chrysalis Architecture + Planning is requesting a conditional use permit for two office/residential buildings and an 8-unit storage building. An individual well and individual septic systems would be used. Access would be from Pleasant Acres Drive. The 1.6-acre site, addressed at 4 Pleasant Acres DR, is Pleasant Acres Subdivision Tax No. 165 in Lot 8 in Section 3, T.16N, R.3E, Boise Meridian, Valley County, Idaho. Action Item

Chairman Caldwell introduced the item and opened the public hearing. Chairman Caldwell asked if there was any exparte contact or conflict of interest; there was none. Director Herrick presented the staff report and displayed the site and GIS map on the projector screen.

This site is within the Lake Fork Village Hub area designated in the Valley County Comprehensive Plan. The site plan and surrounding land uses were viewed on the GIS map. The Pleasant Acres Plat was reviewed. There is a lot of commercial use in the area.

Chairman Caldwell asked for the applicant's presentation.

Richard Wilmot, Chrysalis Architecture, Boise, referred to the emailed response to the Staff Questions within the Staff Report (**Exhibit 1**). This application is a bit more flexible than the previous approved application. A plaza would be created between the buildings. There is a setback from Highway 55; however, septic systems and snow storage is allowed within area. They understand that the setback on the north property line needs to be 30-ft; the proposed building site will move to be in compliance. Another change from the previously approved application is the proposed parking. The new site plan has a double-loaded parking area and parking sites do not wrap around the building. This would improve visibility and aesthetics. The proposal complies with requirements of the previous conditional use permit. They have had preliminary discussions with the fire department. McCall Fire Department wishes to see what the buildings will be used for to determine fire tank requirements. Creating fire walls/breaks between units will reduce the size of fire tank required. He concurs with staff recommendations in the staff report. Mr. Wilmot answered questions from the Commissioners. A future condominium plat is anticipated in the future; this would allow units to be sold to individual owners. A landscape buffer and maintenance of the existing fence would mitigate the commercial use next to residential lots. The storage units would not be used for day-to-day operations by commercial uses. The size of the units, slightly larger than a full-sized truck, would not be the right size for commercial operations to function.

Chairman Caldwell asked for proponents. There were none.

Chairman Caldwell asked for uncommitted. There were none.

Chairman Caldwell asked for opponents. There were none.

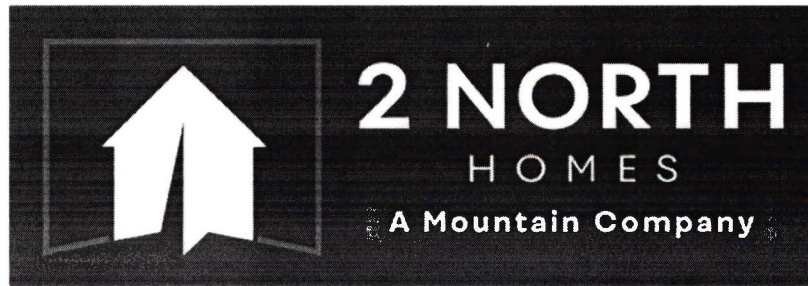
Chairman Caldwell closed the public hearing. The Commission deliberated. Commissioner Roberts stated there is existing commercial use in this area; this is an appropriate use for the site. Commissioner Roberts stated the privacy fence mitigates most impacts of the use to the residential home east of the site. Commissioner Schneider asked Staff for clarification of a future condominium plat. Director Herrick stated outside areas would be common areas; typically, the exterior is maintained by a property owner association. Separate ownership of the commercial, residential, and storage units would be allowed if a condominium plat was approved and recorded. CCRs would be included in a condominium plat as a contract between individual owners.

Commissioner Freeman moved to approve C.U.P. 24-22 Lake Fork Village Mixed Use with the stated conditions and:

ALL THREE **COA:** Must maintain the fence along the east side property line into perpetuity.
COA: North property line setback will be 30-ft.
COA: There shall be no short-term rentals.

Commissioner Potter seconded the motion. Motion carried unanimously.

There is a 10-day appeal period to the Board of County Commissioners in accordance with Valley Code 9-5H-12.



P.O. Box 140798

Boise, ID. 83714

208.866.5468

LAKE FORK CROSSING

FINANCIAL ASSURANCES/ BONDING

Valley County Planning & Zoning

We are proposing to complete our platting process in construction with completing the construction of the buildings and required infrastructure for this application. It is our plan to complete as much infrastructure as possible Fall 2025 and bond for the remaining items not completed to record our plat.

Michael Jobes/ Member

2 North Homes