



February 19, 2021

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning
219 North Main Street
Cascade, Idaho 83611

Subject: Moon View Ranch – C.U.P. & Preliminary Plat Application

Dear Cynda,

Please find attached to this letter, a submittal for the Moon View Ranch project located along Moonridge Drive, Valley County, Idaho. The proposed development consists of a 13-lot preliminary plat encompassing 62.67 acres total. Included in the submittal are (10) ten copies of the following items in the order listed:

- Valley County C.U.P & Preliminary Plat Application – *4 pages*
- Valley County Application for Irrigation Plan Approval – *3 pages*
- Water Rights Transfer Plan – *1 page*
- McCall Ranch Water Shares by Parcel – *1 page*
- Valley County Weed Control Agreement – *1 page*
- Impact Report (from Valley County Code 9-5-3-D) – *3 pages*
- Preliminary Plat – *1 page*
- Phasing Plan and Construction Timeline – *1 page*
- Proposed Street Names and Lots 1" = 300' Scale – *1 page*
- Existing Physical Conditions with Preliminary Site Plan – *1 page*
- Landscaping Plan – *1 page*
- Preliminary Road, Grading, and Stormwater Management Pan – *3 pages*
- Lighting Plan – *1 page*
- Wildfire Mitigation Plan – *1 page*
- Adjoining Property Owners – *1 page*
- Proposed Parcel Concept Map for adjacent property owner identification – *1 page*
- Record of Survey – *1 page*
- ALTA Commitment for Title Insurance: Mathew Falvey – *11 pages*
- ALTA Commitment for Title Insurance: Joanne Young – *12 pages*

Thank you for your attention to this submittal and please feel free to contact me by phone or email at your earliest convenience should you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle Hickman', written over a light blue horizontal line.

Kyle Hickman
Construction Manager and Senior Environmental Specialist
Crestline Engineers, Inc.

Valley County Planning & Zoning Department

219 N. Main
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
Phone 208-382-7115
Fax 208-382-7119



C.U.P. & Preliminary Plat Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT		<input type="checkbox"/> Check # _____ or <input type="checkbox"/> Cash
FILE # _____		FEE \$ _____
ACCEPTED BY _____		DEPOSIT _____
CROSS REFERENCE FILE(S): _____		DATE _____
<input type="checkbox"/> ADMINISTRATIVE PLAT	COMMENTS: _____	
<input 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.

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

- ❖ A preliminary plat containing all of the necessary requirements according to the Valley County Subdivision Regulations.
- ❖ 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.
- ❖ A lighting plan.
- ❖ A Wildfire Mitigation Plan.
- ❖ Names and addresses of property owners within 300 feet of the property lines. Information can be obtained through the Assessor's Office. 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.

PROPOSED SUBDIVISION NAME Moon View Ranch

APPLICANT Mathew Falvey and Joanne Young PHONE _____
Owner ☒ Option Holder ☐ Contract Holder ☐

APPLICANT'S SIGNATURE _____ DATE _____

APPLICANT'S MAILING ADDRESS PO Box 710, McCall, ID 83638

OWNER Mathew Falvey and Joanne Young PHONE _____

OWNER'S MAILING ADDRESS PO Box 710, McCall, ID 83638

Nature of Owner's Interest in this Development? Residential Development

AGENT/REPRESENTATIVE Mathew Falvey FAX _____ PHONE _____

AGENT/REPRESENTATIVE ADDRESS PO Box 710, McCall, ID 83638

ENGINEER Gregg Tankersley, P.E. PHONE _____

ENGINEER ADDRESS 323 Deinhard Lane, Suite C, P.O. Box 2330, McCall, ID 83638

1. SIZE OF PROPERTY 62.672 Acres

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

3. ANY RESTRICTIONS ON THIS PROPERTY?

Easements to See attached Record of Survey and ALTA Commitments

Deed Restrictions _____

Liens or encumbrances _____

4. LEGAL DESCRIPTION Refer to ALTA Commitments for Title Insurances (Attached)

5. TAX PARCEL NUMBER Original: RP18N03E290004; New parcel numbers not yet assigned.

Quarter _____ Section 29 Township 18N Range 3E

6. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY ARE AS FOLLOWS:

Irrigated pasture, meadow, and dry grazing

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: None

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

North Irrigated pasture, McCall Activity Barn - (Recreation)

South Irrigated grazing land

East Irrigated pasture, dry grazing, market value

West Rural residential, Buckcamp Subdivision single family homes

- 8a. TYPE OF TERRAIN: Mountainous ☐ Rolling ☒ Flat ☒ Timbered ☐
- 8b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? No
- 8c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: None
-
- 9a. WATER COURSE: Seasonal drainage area
- 9b. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?
Information can be obtained from the P&Z Office. Include a map if yes. No
- 9c. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Unknown
- 9d. WILL ANY PART OF THE PROPERTY BE SUBJECT TO INUNDATION FROM STORMWATER OVERFLOW OR SPRING MELTING RUN-OFF? No
- 10a. NUMBER OF EXISTING ROADS: 0 Width _____ Private or Public? _____
Are the existing road surfaces paved or graveled? _____
- 10b. NUMBER OF PROPOSED ROADS: 1 Proposed width: 24' wide with 2' shoulders
Will the proposed roads be publicly or privately maintained? Privately
Proposed road construction: Gravel ☒ Paved ☐
- 11a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS:
Overhead power and irrigation
-
- 11b. PROPOSED UTILITIES: Septic, individual well, power, and communications.
-
- Proposed utility easement width 12' Location Adjacent to ROW
- 12a. SOLID WASTE DISPOSAL METHOD: Individual Septic ☒ Central Sewage Treatment Facility ☐
- 12b. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual ☒
If individual, has a test well been drilled? No Depth _____ Flow _____ Purity Verified? _____
Nearest adjacent well Unknown Depth _____ Flow _____
13. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes
Are you proposing any alterations, improvements, extensions or new construction? No
If yes, explain: _____
-
14. DRAINAGE (Proposed method of on-site retention): Roadside swales & on-site detention basins
Any special drains? No (Please attach map)
Soil type (Information can be obtained from the Soil Conservation District): Archabal/Donnel Loam
15. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? Yes, and/or financial assurances
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: _____
-

16. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS: Yes

Setbacks: Front County Minimum Sides County Minimum Rear County Minimum

Mobile homes allowed? No

Minimum construction value N/A Minimum square footage N/A

Completion of construction required within 1 Days ☐ Months ☐ Years ☒

Resubdivision permitted? No, except for Lot 1 will not be restricted

Other _____

17. LAND PROGRAM:

Acreage in subdivision 62.672 Number of lots in subdivision 13

Typical width and depth of lots 456' x 399'

Typical lot area 194,546 SF Minimum lot area 92,347 SF Maximum lot area 531,432 SF

Lineal footage of streets 2,752 LF Average street length/lot 212 LF

Percentage of area in streets 7.45 %

Percentage of area of development to be public (including easements) 0 %

Maximum street gradient 10.0%

Indicate if subdivision is to be completely developed at one time; if not, describe stages _____

Refer to Phasing Plan and Construction Timeline.

18. COMPLETE ATTACHED PLAN FOR IRRIGATION.

19. COMPLETE ATTACHED WEED CONTROL AGREEMENT.

20. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.



VALLEY COUNTY PLANNING & ZONING DEPARTMENT

219 North Main Street
PO Box 1350
Cascade, ID 83611

Phone 208-382-7115
Fax 208-382-7119
www.co.valley.id.us

APPLICATION FOR IRRIGATION PLAN APPROVAL

submitted with C.U.P. & Subdivision Applications
(Idaho Code 31-3805)

Applicant(s): Mathew Falvey and Joanne Young

PO Box 710	McCall, ID	83638
Mailing Address	City, State	Zip

Telephone Numbers: _____

Location of Subject Property: Moonridge Dr. and Nisula Rd., McCall, ID 83638
(Property Address or Two Nearest Cross Streets)

Assessor's Account Number(s): RP18N03E290004/TBD Section 29 Township 18N Range 3E

C.U.P Number: _____

This land: ☒ Has water rights available to it
☐ Is dry and has no water rights available to it. If dry, please sign this document and return to the Planning & Zoning Department as part of your application.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water deliver entity ... **no subdivision plat or amendment to a subdivision plat or any other plat or map recognized by the city or county for the division of land will be accepted, approved, and recorded unless:**"

- A. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- B. The owner filing the subdivision plat or amendment to a subdivision plat or map has provided for the division of land of underground tile or conduit for lots of one acre or less or a suitable system for lots of more than one acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 1. For proposed subdivisions located within an area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with 50-the irrigation system.
 2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. **Any missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners as part of final plat approval.**

1. Are you within an area of negotiated City Impact? _____ Yes _____ X No

2. What is the name of the irrigation and drainage entities servicing the property?

Irrigation: Lake Irrigation District

Drainage: Unknown

3. How many acres is the property being subdivided? 62.672

4. What percentage of this property has water? Approximately 80% according to attached Shares by Parcel

5. How many inches of water are available to the property? Unknown

6. How is the land currently irrigated? ☒ surface ☐ sprinkler ☐ irrigation well
☒ above ground pipe ☒ underground pipe

7. How is the land to be irrigated after it is subdivided?

☐ surface ☒ sprinkler ☐ irrigation well
☐ above ground pipe ☒ underground pipe

8. Please describe how the head gate/pump connects to the canal and irrigated land and where ditches &/or pipes go.

There are 3 head gates that connect to the Clara Foltz Ditch along the southern property boundary and service open ditches that then flow towards Moonridge Drive. One of the 3 open ditches converts to underground piping and then continues to flow towards Moonridge Drive.

9. Is there an irrigation easement(s) on the property? ☒ Yes ☐ No

10. How do you plan to retain storm and excess water on each lot? Pipe and improve

11. How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates) No changes to existing conditions are anticipated beyond piping and improving.

Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on your map:

- ☐ All canals, ditches, and laterals with their respective names.
- ☐ Head gate location and/or point of delivery of water to the property by the irrigation entity.
- ☐ Pipe location and sizes, if any
- ☐ Rise locations and types, if any.
- ☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- ☐ Slope of the property in various locations.
- ☐ Direction of water flow (use short arrows on your map to indicate water flow direction →).
- ☐ Direction of wastewater flow (use long arrows on your map to indicate waste water direction —————→).
- ☐ Location of drainage ponds or swales, if any where wastewater will be retained on property
- ☒ Other information: See attached Water Rights Transfer Plan

Also, provide the following documentation:

- ☐ Legal description of the property.
- ☐ Proof of ownership.
- ☐ A written response from the irrigation entity and/or proof of agency notification.
- ☐ Copy of any water users' association agreement currently in effect which shows water schedules and maintenance responsibilities.
- ☐ Copy of all new easements ready for recording (irrigation supply and drainage).
- ☐ If you are in a city area of impact, please include a copy of the approvals by the city planning and zoning commission and city council of your irrigation plan.

=====Applicant Acknowledgement=====

I, the undersigned, agree that prior to the Planning and Zoning Department accepting this application, I am responsible to have all the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior to the recording of the plat or building permit.

Signed: _____
Applicant / Property Owner

Date: ____/____/____
(Application Submitted)

Water Rights Transfer Plan

Moon View Ranch

It is proposed that the water rights allocated to original Parcel 12 from the Record of Survey will be transferred to Lot 9 of the new development. The current easements in place on the Record of Survey will be maintained through Lot 7 of the new development as part of this transfer.

It is also proposed that the current water rights associated with the original Parcels 19 and 20 from the Record of Survey be transferred to Lots 1 and 2 of the new development.

No other changes to existing easements, irrigation structures, or distribution systems are currently planned beyond some improvements to allow for open surface ditches to be converted to underground piping so sections of the ditches can be filled in for development.

By:_____ **Date:**_____

Mathew Falvey

By:_____ **Date:**_____

Joanne Young

McCall Ranch Water Shares by Parcel

				LID Acres by 1/4 1/4																
Parcel No.	Total Acres	LID Acres	65-2729 Acres	Section	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
1	79.24	42	52	28					21	21										
2	20.02	0	20	28																
3	20.14	0	20	28																
4	29.51	20	26	28														20		
5	20.31	13		28												13				
6	20.30	13		28												13				
26	20.27	1	19	28							1									
27	20.01	0.75	18	28							0.75									
28	40.82	17		28										17						
29	46.88	14	39	28								3	11							
30	32.26	20		28								20								
Section 28 Total		140.75	194		0	0	0	0	21	21	1.75	23	11	17	0	26	0	20	0	0
7	20.16	10		29																10
8	20.17	10		29																10
9	20.18	15		29													15			
10	20.20	20		29													20			
11	20.21	20		29				20												
12	22.13	22		29														22		
13	20.74	20		29															20	
14	20.65	20.5		29												4.5			16	
15	26.57	19.5		29											5	14.5				
16	21.30	15		29											15					
17	21.30	13.25		29										8	5.25					
18	20.27	14		29									8			6				
18A	4.03																			
19	20.60	15		29									3			10			2	
20	21.20	14		29									8					4	2	
21	20.05	13		29								1	8					4		
22	95.25	49.5		29							15	11.5	1	22						
23	98.78	86.5		29		11.5			40	15		20								
24	114.38	97.5		29	29	25	30	12.5				1								
25	12.08	10.5		29	4			6.5												
25A	1.15	1		29	1															
25B	1.06	1		29	1															
25C	1.15	1		29				1												
Section 29 Total		488.25			35	36.5	30	40	40	15	15	33.5	28	30	25.25	35	35	30	40	20



VALLEY COUNTY

WEED CONTROL AGREEMENT

The purpose of this agreement is to establish a cooperative relationship between Valley County and the undersigned Cooperator to protect the natural and economic values in the Upper Payette River watershed from damages related to the invasion and expansion of infestations of noxious weeds and invasive plants. This is a cooperative effort to prevent, eradicate, contain and control noxious weeds and invasive plants on public and private lands in this area. Factors related to the spread of weeds are not related to ownership nor controllable at agency boundaries. This agreement formalizes the cooperative strategy for management of these weeds addressed in Valley County's Integrated Weed Management Plan.

In this continuing effort to control Noxious Weeds, Valley County Weed Control will consult with the undersigned Cooperator and outline weed identification techniques, present optional control methods and recommend proper land management practices.

The undersigned Cooperator acknowledges that he/she is aware of any potential or real noxious weed problems on his/her private property and agrees to control said weeds in a timely manner using proper land management principles.

COOPERATOR

Mathew Falvey and Joanne Young

PO Box 710

McCall, ID 83638

By: _____

By: _____

Valley County Weed Control

Date: _____

Date: _____

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

You may add information to the blanks below or attach additional sheets.

- ❖ An impact report shall be required for all proposed Conditional Uses.
- ❖ The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:

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.*

The new 28' wide gravel road will accommodate thirteen (13) residential housing lots. The roadway gradient is minimal with a sufficient 3% crown and alignment within ROW and access easement. The existing pathway access along the frontage of the property will remain unchanged for bicycle and pedestrian traffic. The owner(s) will be responsible for maintaining the roadway for the shared access. A moderate increase in traffic flow will occur during construction activities.

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

The primary purpose for subdividing the property is to create residential lot development opportunities in an area that historically has had very few. It is anticipated that the affordability of the lots will be comparable to other similar developments within Valley County.

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.*

Short term increase in daytime noise and vibration levels will occur during the construction process. There will be minimal noise increase due to traffic flows post-construction. Noise generated by the daily ongoing of residential dwellings will persist after residential development.

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.*

Short term increase in glare during the construction process due to equipment present. No permanent changes to heat or glare will be observed as a result of the roadway construction and proposed improvements once completed. Post residential home construction changes in heat and glare will occur due to buildings, homes, and vehicles and will conform to Valley County standards at that time.

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.*

Little to no net change in particulate emissions are expected outside of dust potential due to traffic on gravel roadway.

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.*

Private well water supply will furnish water to properties for domestic, irrigation, and fire protection purposes. If wetland impacts are determined necessary, they will be permitted as required. Stormwater management associated with the roadway will be addressed per Valley County standards.

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

Roadway development will serve as a firebreak and provide fire department access to the properties where currently there are no roads or access for fire suppression.

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.*

Existing vegetation removal mostly limited to removal of pasture/native grasses for roadway establishment and roadway is not anticipated to encounter wetlands.

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

Areas disturbed during construction activities on the site will be re-stabilized with hard surface and re-vegetation/landscaping efforts.

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

There are no anticipated problems with existing soil suitability. Roadway construction will be supported by appropriate imported backfill material to stabilize sections as needed. Topsoil may be added to surface restoration areas to supplement existing soil conditions as needed for growth.

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

The site plan calls for creating cuts and fills for the roadway and vegetated stormwater swales and or detention basins if determined necessary. Fencing and other sight buffers will be addressed as part of the CC&Rs.

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 effect of shadows from new features on neighboring property.*

Future residential structures may be visible from adjacent roadways and adjoining properties depending on construction and will conform to Valley County standards at that time.

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.

Site selection was based upon the availability of land with convenient access to McCall and Valley County. Access to recreational activities is desirable within the area including close proximity to the McCall Activity Barn Recreational Area. The site is adjacent to other residential properties with similar land use.

- 14. Approximation of increased revenue from change in property tax assessment, new jobs available to local residents, and increased local expenditures.*

Upon completion of the improvements, including the residential homes, the taxable value will increase significantly over the value of existing pastureland.

- 15. Approximation of costs for additional public services, facilities, and other economic impacts.*

Demand on public services such as public-school systems, Fire, and EMS for the development is anticipated to be minimal.

- 16. State how the proposed development will impact existing developments providing the same or similar products or services.*

The proposed development will provide additional residential development lots in an area which historically has had very few opportunities.

- 17. State what natural resources or materials are available at or near the site that will be used in a process to produce a product and the impacts resulting from the depletion of the resource. Describe the process in detail and describe the impacts of each part.*

N/A

- 18. What will be the impacts of a project abandoned at partial completion?*

The development will increase the value, access, and utility of the property. If the project is abandoned, the remaining improvements will benefit another residential project.

- 19. Number of residential dwelling units, other buildings and building sites, and square footage or gross non-residential floor space to be available.*

Thirteen (13) individual lots will be available for future planned development.

- 20. Stages of development in geographic terms and proposed construction time schedule.*

The stages of construction depend on the availability of building materials, contractors, surveyors, and utility companies' scheduling. The project timing is subject to market changes and financing, but it is expected that the project will be completed by no later than the end of 2022. See attached Phasing Plan and Construction Timeline.

- 21. Anticipated range of sale, lease or rental prices for dwelling units, building or other site, or non-residential floor space in order to insure compatibility with adjacent land use and development.*

Lot prices are expected to be competitive with other similar improvements in the County.

LEGEND:

- PROPERTY BOUNDARY
--- ADJACENT PROPERTY LINE
--- RIGHT-OF-WAY
--- ROAD CENTER LINE
--- SECTION LINE
--- QUARTER SECTION LINE
--- EXISTING EASEMENT LINE
--- PROPOSED LOT LINE
--- PROPOSED EASEMENT LINE

NOTES:

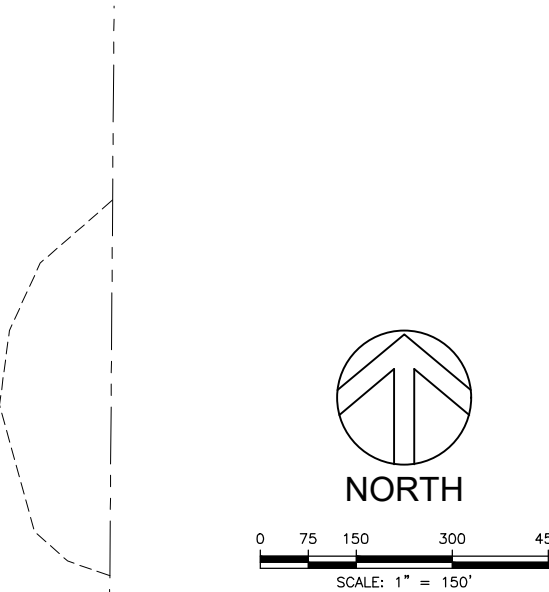
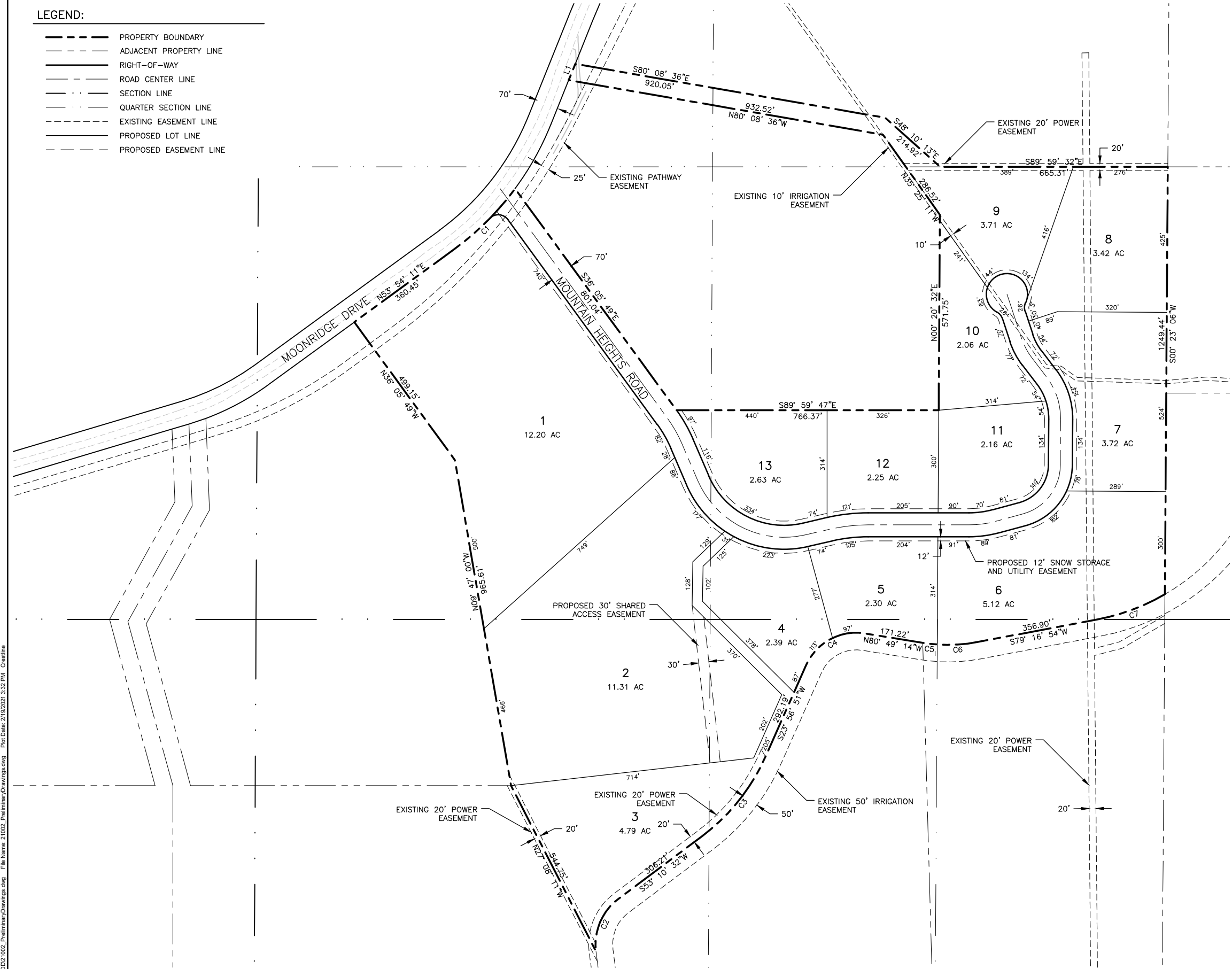
1. MOON VIEW RANCH IS LOCATED IN:
S1/2 AND THE SE1/4 OF THE NW1/4,
AND THE SW1/4 OF THE NE1/4
SECTION 29, 7.18N., R.3E.,
B.M., VALLEY COUNTY, IDAHO
2. THE SUBDIVIDER OF THIS PROPOSED DEVELOPMENT IS:
MATHEW FALVEY AND JOANNE YOUNG
PO BOX 710
McCALL, ID 83638
3. THE LAND SURVEYOR OF THIS PROPOSED DEVELOPMENT IS:
SECESH ENGINEERING, INC.
335 DEINHARD LANE, SUITE 1
PO BOX 70
McCALL, ID 83638
4. THE EXISTING ZONING IS AGRICULTURAL.
5. THE TOTAL AREA FOR THE SITE IS APPROXIMATELY ±62.67 ACRES.
6. REFER TO EXHIBIT NO. EX-1 FOR EXISTING CONDITIONS AND TOPOGRAPHY.

DEVELOPMENT DATA:

PROPERTY AREA	62.67 ACRES
PRIVATE RIGHT-OF-WAY AREA	4.61 ACRES
LOT(S) AREA	58.06 ACRES

PROPERTY CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	250.13	835.00	17.16	N45° 19' 17"E	249.20
C2	174.40	165.00	60.56	S22° 53' 44"W	166.39
C3	300.97	590.00	29.23	S38° 33' 41"W	297.72
C4	210.09	160.00	75.23	S61° 33' 48"W	195.32
C5	42.99	465.00	5.30	N83° 28' 09"W	42.97
C6	118.50	465.00	14.60	S86° 34' 56"W	118.18
C7	210.74	625.00	19.32	S69° 37' 20"W	209.74

PROPERTY LINE TABLE						
LINE	LENGTH	BEARING	START NORTHING	START EASTING	END NORTHING	END EASTING
L1	51.12	N21° 51' 56.01"E	1167507.13	2529238.31	1167554.57	2529257.35



NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY LAND USE APPLICATION SUBMITTAL	AMD	2/22/2021	GTT
				DRAWN
				AMD/GTT
				CHECKED
				GTT
				APPROVED
				GTT

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

MOON VIEW RANCH
VALLEY COUNTY, IDAHO
PRELIMINARY PLAT

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING 1"	
PROJECT	21002
DATE	2/22/2021
DRAWING NO.	SHEET NO.
EX-2	2 OF 5

Phasing Plan and Construction Timeline

Moon View Ranch

This phasing timeline is dependent upon the availability of funds, contractors, surveyors, and scheduling of utility companies. We currently believe that the following schedule can be achieved within reasonable expectations.

Phase 1 – 2021 through 2022

Gravel roadway construction

Roadway drainage improvements and grading.

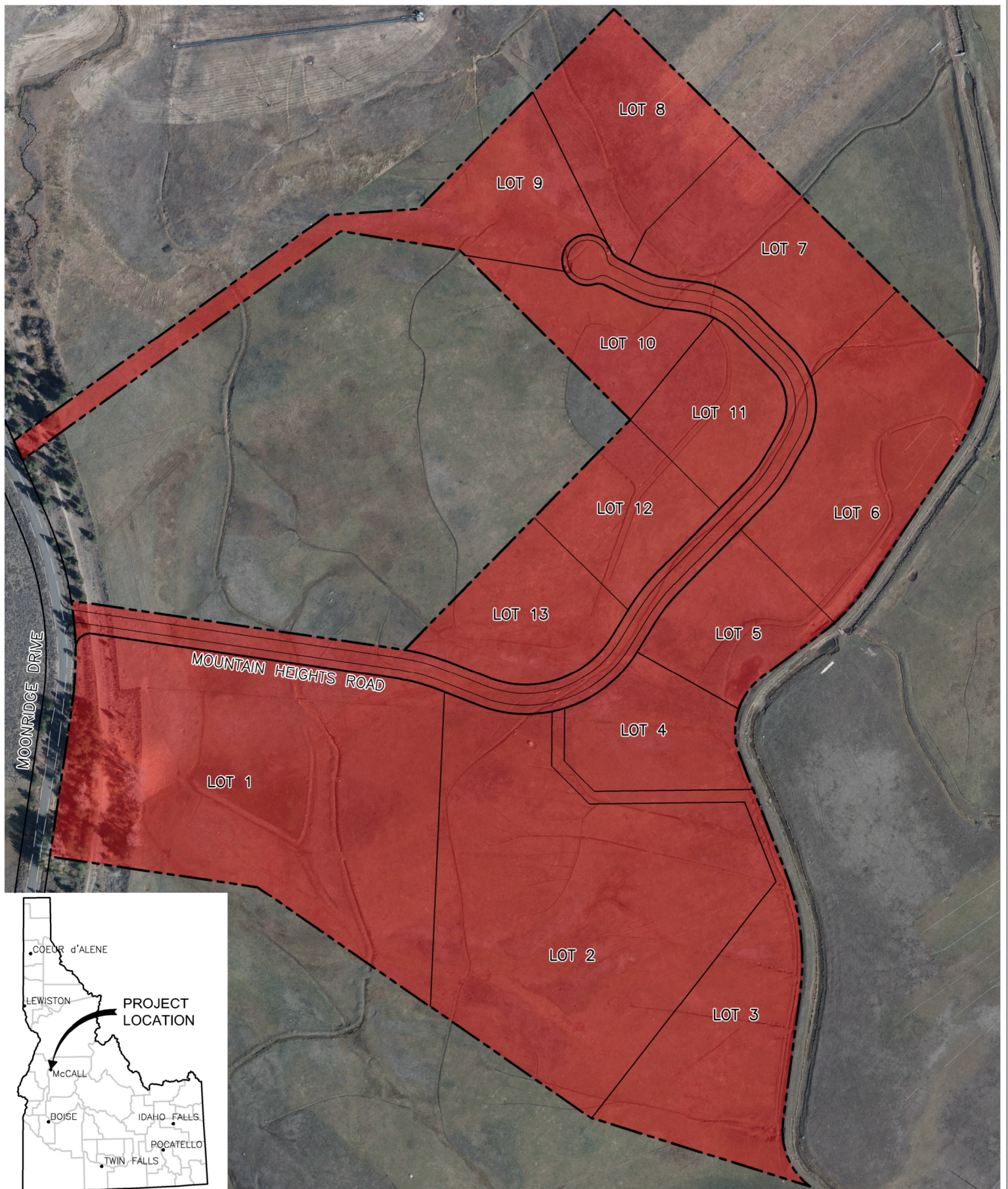
Fire protection water storage tank installation.

By:_____ **Date:**_____

Mathew Falvey

By:_____ **Date:**_____

Joanne Young

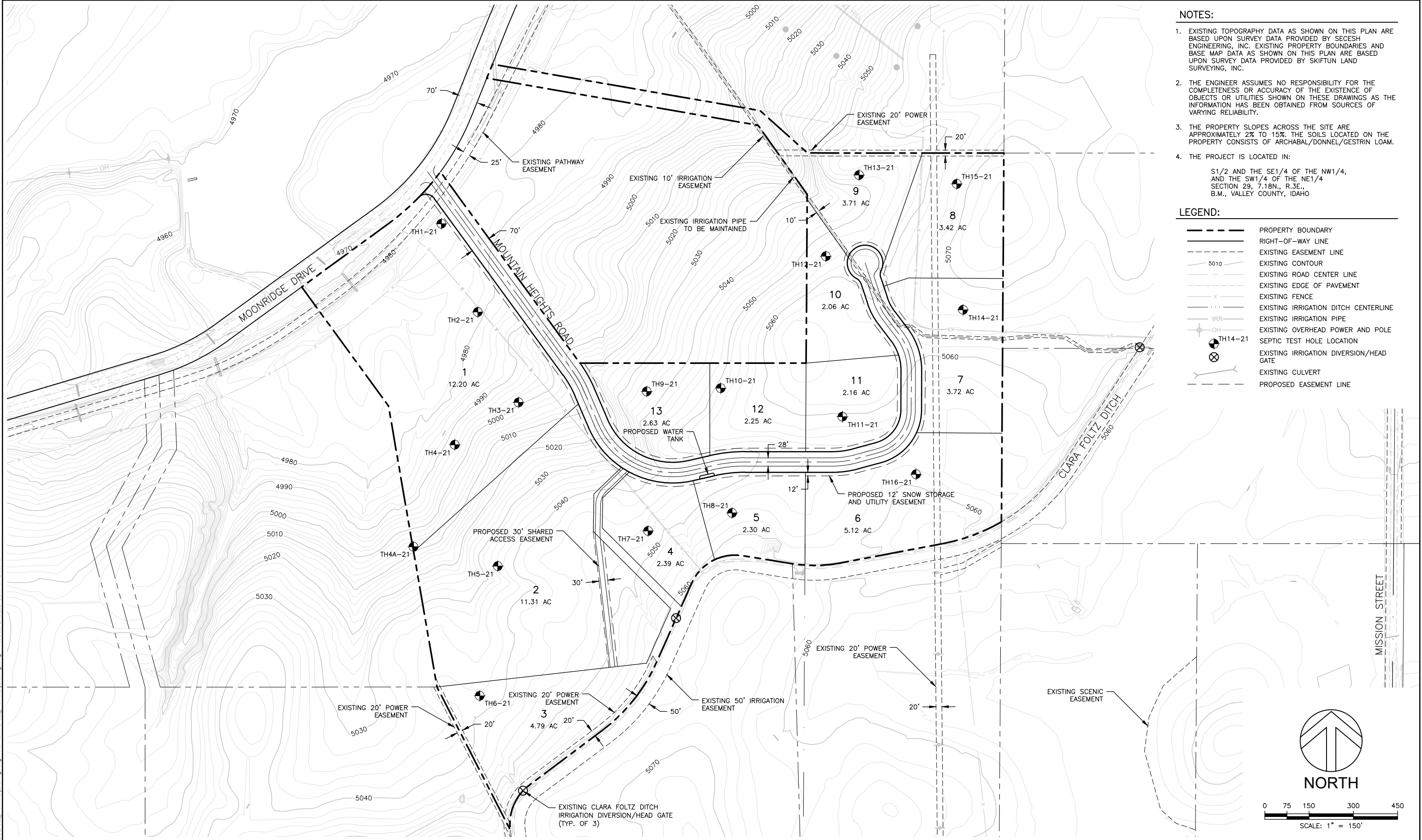


NORTH
SCALE: 1" = 300'

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

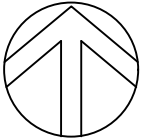
MOON VIEW RANCH
VALLEY COUNTY, IDAHO
PROPOSED SUBDIVISION STREET NAMES AND LOTS

PROJECT	21002	DRAWN	FIGURE NO.
DATE	2/22/2021	AMD	1 OF 1

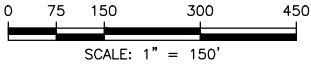


- NOTES:**
1. EXISTING TOPOGRAPHY DATA AS SHOWN ON THIS PLAN ARE BASED UPON SURVEY DATA PROVIDED BY SECESH ENGINEERING, INC. EXISTING PROPERTY BOUNDARIES AND BASE MAP DATA AS SHOWN ON THIS PLAN ARE BASED UPON SURVEY DATA PROVIDED BY SKIFTUN LAND SURVEYING, INC.
 2. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE EXISTENCE OF OBJECTS OR UTILITIES SHOWN ON THESE DRAWINGS AS THE INFORMATION HAS BEEN OBTAINED FROM SOURCES OF VARYING RELIABILITY.
 3. THE PROPERTY SLOPES ACROSS THE SITE ARE APPROXIMATELY 2% TO 15%. THE SOILS LOCATED ON THE PROPERTY CONSISTS OF ARCHABAL/DONNEL/GESTRIN LOAM.
 4. THE PROJECT IS LOCATED IN:
S1/2 AND THE SE1/4 OF THE NW1/4,
AND THE SW1/4 OF THE NE1/4
SECTION 29, 7.18N., R.3E.
B.M., VALLEY COUNTY, IDAHO

- LEGEND:**
- PROPERTY BOUNDARY
 - RIGHT-OF-WAY LINE
 - EXISTING EASEMENT LINE
 - EXISTING CONTOUR
 - EXISTING ROAD CENTER LINE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING FENCE
 - EXISTING IRRIGATION DITCH CENTERLINE
 - EXISTING IRRIGATION PIPE
 - EXISTING OVERHEAD POWER AND POLE
 - SEPTIC TEST HOLE LOCATION
 - EXISTING IRRIGATION DIVERSION/HEAD GATE
 - EXISTING CULVERT
 - PROPOSED EASEMENT LINE



NORTH



NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY LAND USE APPLICATION SUBMITTAL	AMD	2/22/2021	GTT
				DRAWN
				AMD/GTT
				CHECKED
				GTT
				APPROVED
				GTT

**CRESTLINE**
ENGINEERS
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McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

MOON VIEW RANCH
VALLEY COUNTY, IDAHO
EXISTING PHYSICAL CONDITIONS WITH PRELIMINARY SITE PLAN

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	21002
DATE	2/22/2021
DRAWING NO.	SHEET NO.
EX-1	1 OF 5

Landscaping Plan

Moon View Ranch

Currently there are no specific plans for landscaping within the development. All areas disturbed during the construction process will be re-vegetated utilizing native grasses, sod, landscaping, or any combination of the above.

By:_____ **Date:**_____

Mathew Falvey

By:_____ **Date:**_____

Joanne Young

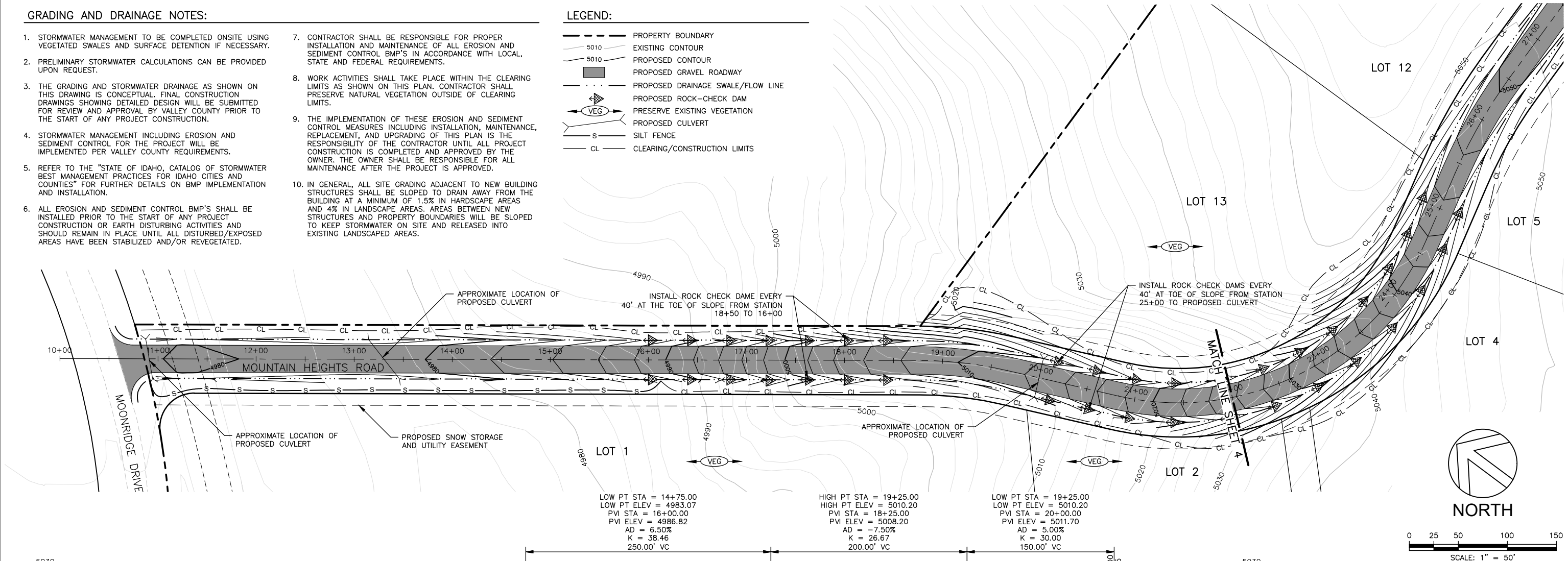
GRADING AND DRAINAGE NOTES:

1. STORMWATER MANAGEMENT TO BE COMPLETED ONSITE USING VEGETATED SWALES AND SURFACE DETENTION IF NECESSARY.
2. PRELIMINARY STORMWATER CALCULATIONS CAN BE PROVIDED UPON REQUEST.
3. THE GRADING AND STORMWATER DRAINAGE AS SHOWN ON THIS DRAWING IS CONCEPTUAL. FINAL CONSTRUCTION DRAWINGS SHOWING DETAILED DESIGN WILL BE SUBMITTED FOR REVIEW AND APPROVAL BY VALLEY COUNTY PRIOR TO THE START OF ANY PROJECT CONSTRUCTION.
4. STORMWATER MANAGEMENT INCLUDING EROSION AND SEDIMENT CONTROL FOR THE PROJECT WILL BE IMPLEMENTED PER VALLEY COUNTY REQUIREMENTS.
5. REFER TO THE "STATE OF IDAHO, CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES" FOR FURTHER DETAILS ON BMP IMPLEMENTATION AND INSTALLATION.
6. ALL EROSION AND SEDIMENT CONTROL BMP'S SHALL BE INSTALLED PRIOR TO THE START OF ANY PROJECT CONSTRUCTION OR EARTH DISTURBING ACTIVITIES AND SHOULD REMAIN IN PLACE UNTIL ALL DISTURBED/EXPOSED AREAS HAVE BEEN STABILIZED AND/OR REVEGETATED.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL BMP'S IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
8. WORK ACTIVITIES SHALL TAKE PLACE WITHIN THE CLEARING LIMITS AS SHOWN ON THIS PLAN. CONTRACTOR SHALL PRESERVE NATURAL VEGETATION OUTSIDE OF CLEARING LIMITS.
9. THE IMPLEMENTATION OF THESE EROSION AND SEDIMENT CONTROL MEASURES INCLUDING INSTALLATION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THIS PLAN IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL PROJECT CONSTRUCTION IS COMPLETED AND APPROVED BY THE OWNER. THE OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AFTER THE PROJECT IS APPROVED.
10. IN GENERAL, ALL SITE GRADING ADJACENT TO NEW BUILDING STRUCTURES SHALL BE SLOPED TO DRAIN AWAY FROM THE BUILDING AT A MINIMUM OF 1.5% IN HARDSCAPE AREAS AND 4% IN LANDSCAPE AREAS. AREAS BETWEEN NEW STRUCTURES AND PROPERTY BOUNDARIES WILL BE SLOPED TO KEEP STORMWATER ON SITE AND RELEASED INTO EXISTING LANDSCAPED AREAS.

LEGEND:

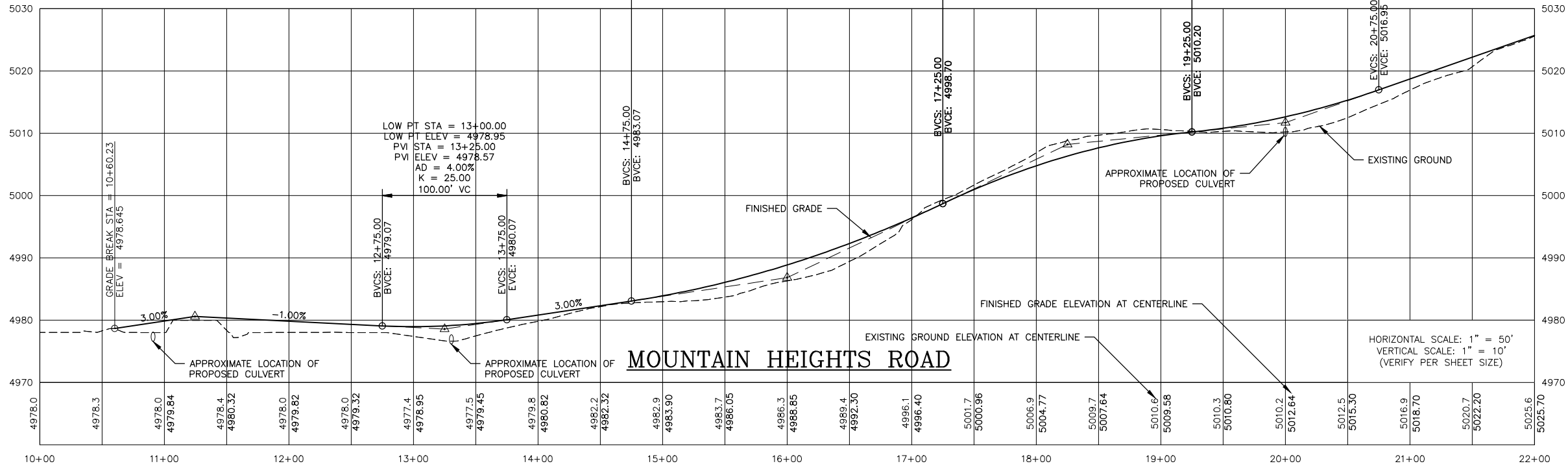
- PROPERTY BOUNDARY
- 5010 EXISTING CONTOUR
- 5010 PROPOSED CONTOUR
- PROPOSED GRAVEL ROADWAY
- PROPOSED DRAINAGE SWALE/FLOW LINE
- PROPOSED ROCK-CHECK DAM
- PRESERVE EXISTING VEGETATION
- PROPOSED CULVERT
- S SILT FENCE
- CL CLEARING/CONSTRUCTION LIMITS



LOW PT STA = 14+75.00
LOW PT ELEV = 4983.07
PVI STA = 16+00.00
PVI ELEV = 4986.82
AD = 6.50%
K = 38.46
250.00' VC

HIGH PT STA = 19+25.00
HIGH PT ELEV = 5010.20
PVI STA = 18+25.00
PVI ELEV = 5008.20
AD = -7.50%
K = 26.67
200.00' VC

LOW PT STA = 19+25.00
LOW PT ELEV = 5010.20
PVI STA = 20+00.00
PVI ELEV = 5011.70
AD = 5.00%
K = 30.00
150.00' VC



NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY LAND USE APPLICATION SUBMITTAL	AMD	2/22/2021	AMD/GTT
				DRAWN
				AMD
				CHECKED
				GTT
				APPROVED
				GTT

PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION

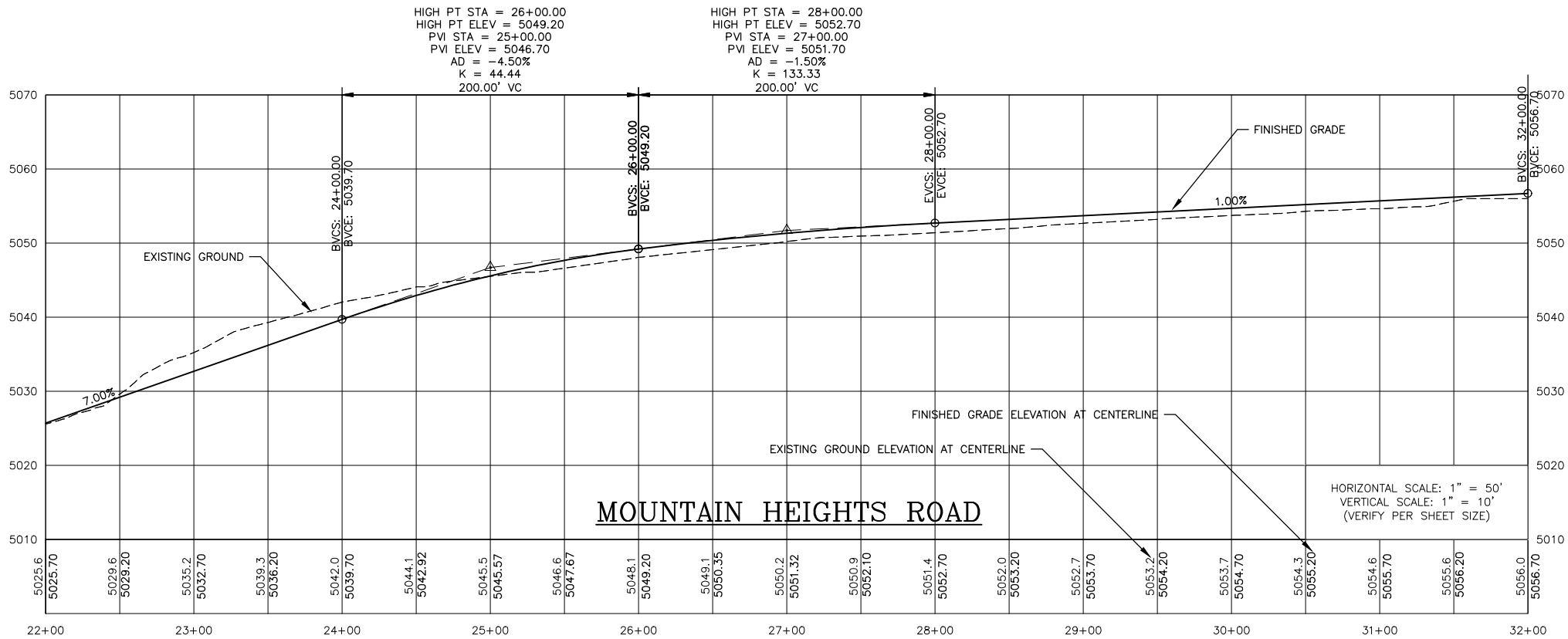
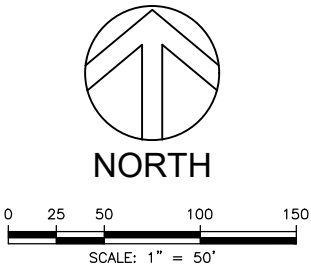
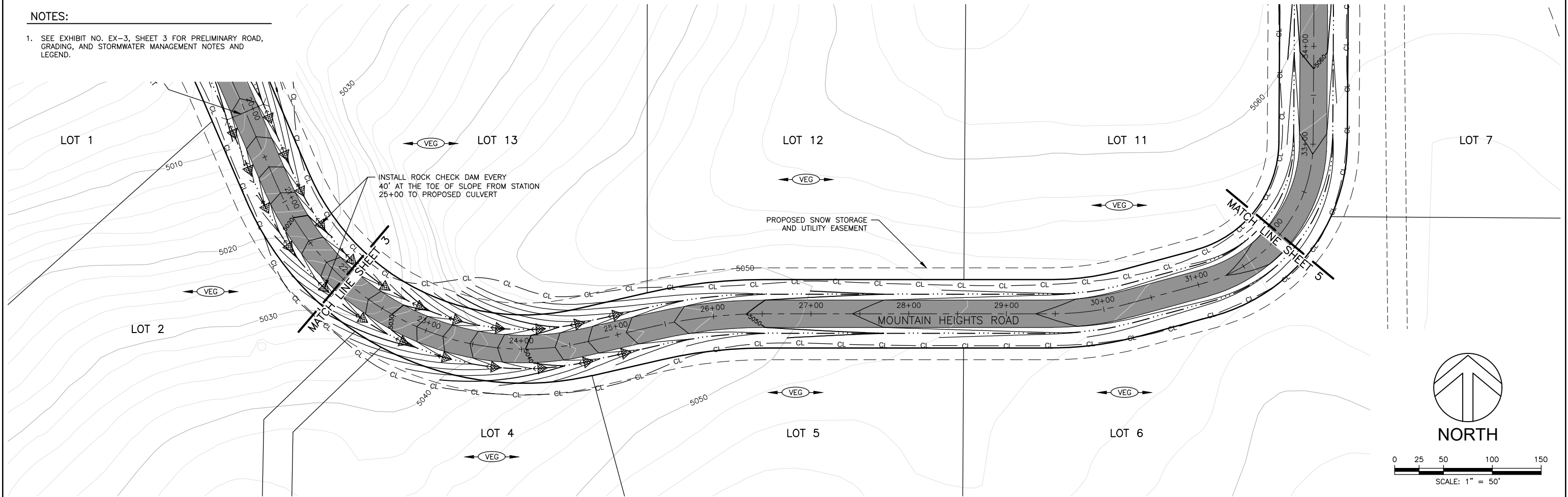
CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

MOON VIEW RANCH
VALLEY COUNTY, IDAHO
PRELIMINARY ROAD, GRADING AND
STORMWATER MANAGEMENT PLAN - 1

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING 0 1"	
PROJECT	21002
DATE	2/22/2021
DRAWING NO.	SHEET NO.
EX-3	3 OF 5

NOTES:

1. SEE EXHIBIT NO. EX-3, SHEET 3 FOR PRELIMINARY ROAD, GRADING, AND STORMWATER MANAGEMENT NOTES AND LEGEND.



NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY LAND USE APPLICATION SUBMITTAL	AMD	2/22/2021	AMD/GTT
				DRAWN
				AMD
				CHECKED
				GTT
				APPROVED
				GTT

PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION

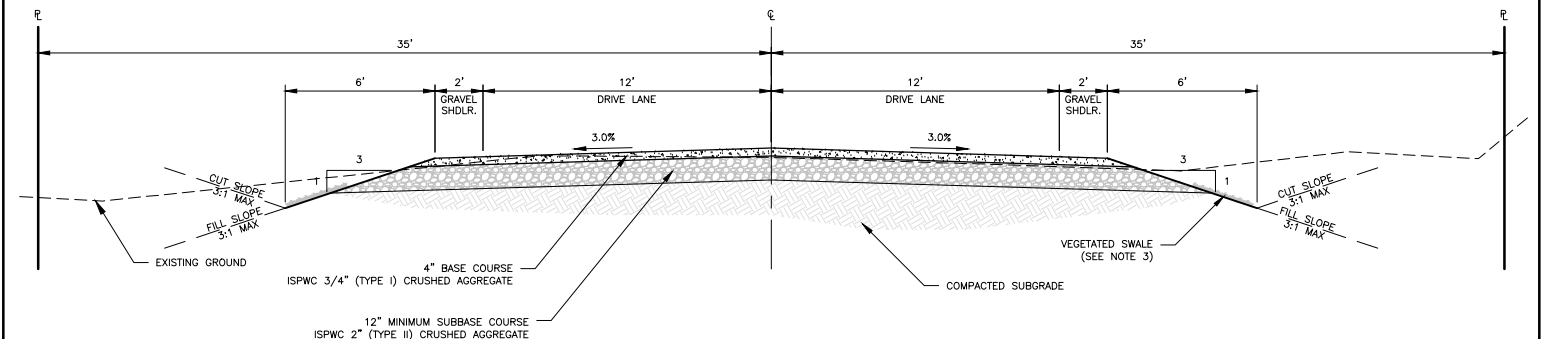
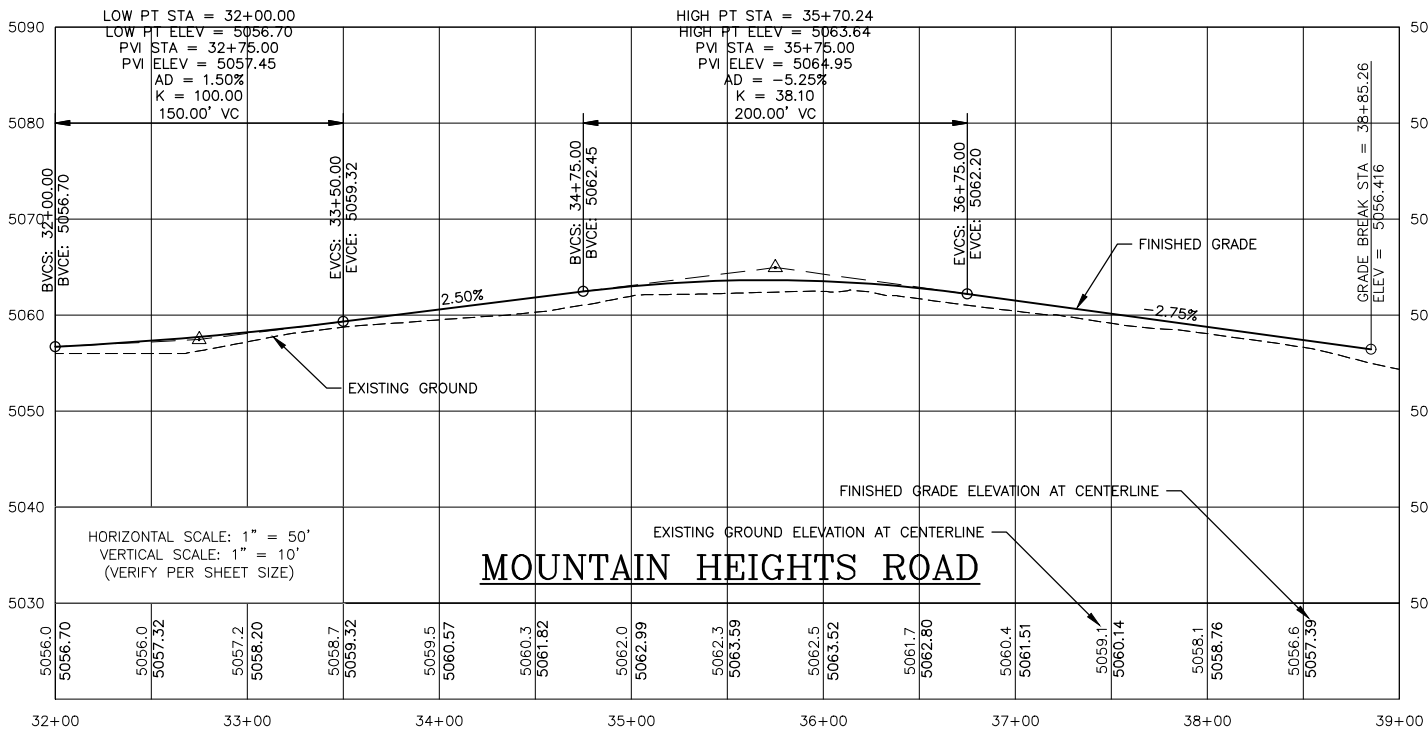
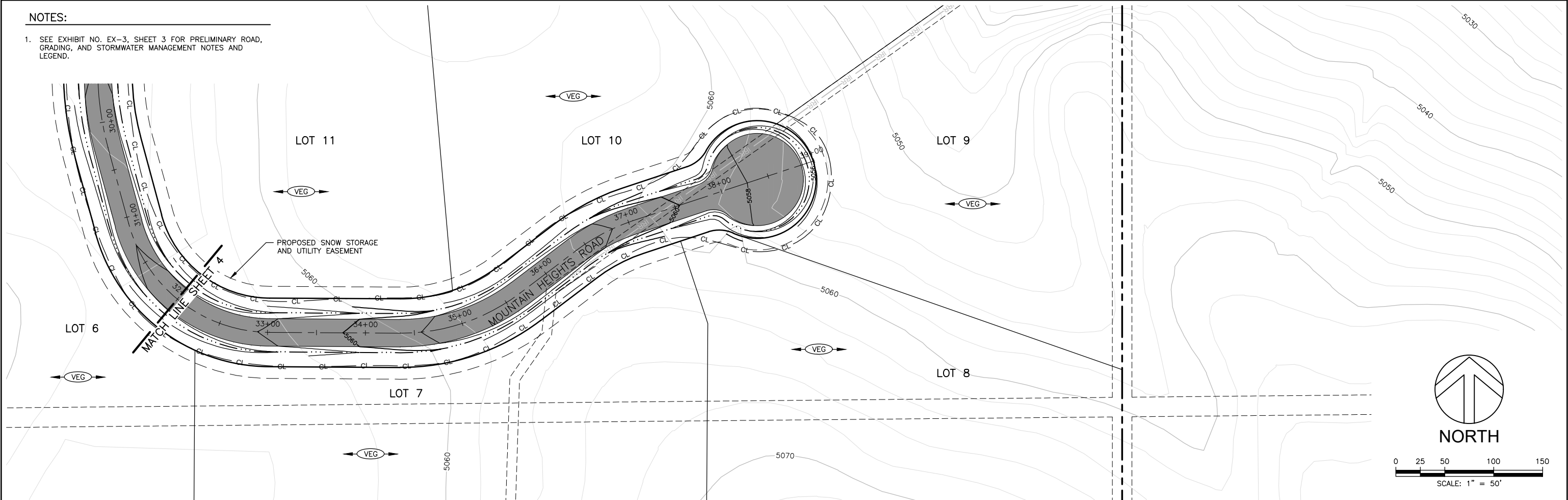
CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

MOON VIEW RANCH
VALLEY COUNTY, IDAHO
PRELIMINARY ROAD, GRADING AND
STORMWATER MANAGEMENT PLAN - 2

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING 1"	
PROJECT	21002
DATE	2/22/2021
DRAWING NO.	SHEET NO.
EX-4	4 OF 5

NOTES:

1. SEE EXHIBIT NO. EX-3, SHEET 3 FOR PRELIMINARY ROAD, GRADING, AND STORMWATER MANAGEMENT NOTES AND LEGEND.



NOTES:

1. ROADWAY SECTION TO CONFORM TO VALLEY COUNTY MINIMUM STANDARDS FOR PRIVATE ROAD DESIGN AND CONSTRUCTION REQUIREMENTS.
2. COMPACTION AND TESTING FOR ALL AGGREGATE, BASE/SUBBASE MATERIAL SHALL BE IN ACCORDANCE WITH ISPCW SECTION 802.
3. VEGETATED SWALE TO BE A MINIMUM OF 6" BELOW THE BOTTOM SUBBASE. REVEGETATE USING NATIVE GRASS MIXTURE.

C800
TYP

ROADWAY TYPICAL SECTION - GRAVEL ROADWAY
SCALE: 1" = 4'

NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY LAND USE APPLICATION SUBMITTAL	AMD	2/22/2021	AMD/GTT
				DRAWN
				AMD
				CHECKED
				GTT
				APPROVED
				GTT

PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

MOON VIEW RANCH
VALLEY COUNTY, IDAHO
PRELIMINARY ROAD, GRADING AND
STORMWATER MANAGEMENT PLAN - 3

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	21002
DATE	2/22/2021
DRAWING NO.	SHEET NO.
EX-5	5 OF 5

Lighting Plan

Moon View Ranch

The roadway will have no lighting. Residential dwellings will be fitted with external lighting secured to buildings conforming to Valley County standards.

By:_____ **Date:**_____

Mathew Falvey

By:_____ **Date:**_____

Joanne Young

Wildfire Mitigation Plan

Moon View Ranch

The roadway itself is a form of wildfire mitigation providing a long firebreak. The roadway will also provide emergency vehicle access to the property for fire suppression efforts. Development of roadways will conform to standards for required turn arounds and access points.

The subdivision will have a 30,000-gallon water storage tank centrally located within the development.

Site re-vegetation efforts will consist of native grasses, sod, landscaping, and grading to improve upon existing irrigated grazing land conditions to further mitigate wildfire.

By:_____ **Date:**_____

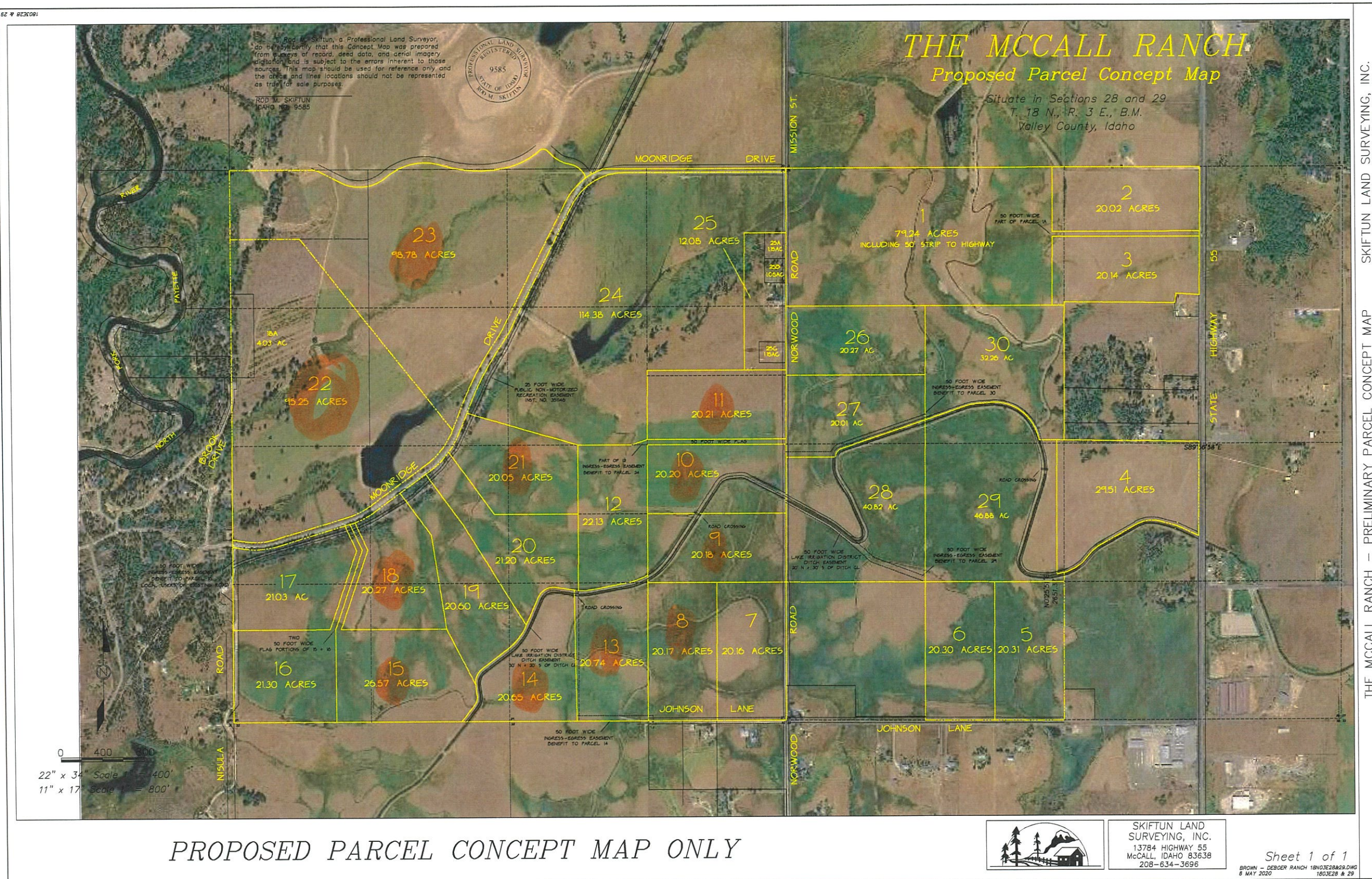
Mathew Falvey

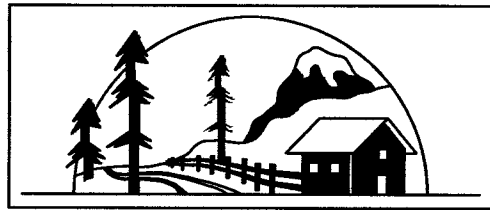
By:_____ **Date:**_____

Joanne Young

Below is a list of all property owners and their mailing addresses, owning property any part of which is within, or within 300 feet of, the external boundaries of the land being considered, according to the Valley County Assessor. See attached Proposed Parcel Concept Map from Skiftun Land Surveying, Inc.:

Parcel 8 Brian Brown and Cathy Lauritzen P.O. Box 155 Shaver Lake, CA 93664	Parcel 9 Jason Butts 947 S. Shoshone Boise, ID 83705
Parcel 10 Brian and Sandra Anderson 4220 W. Perkins St. Meridian, ID 83642	Parcel 11 Michael and Le Ann Olson P.O. Box 492 McCall, ID 83638
Parcel 13 George and Shana Monroe P.O. Box 66 Meridian, ID 83680	Parcel 14 George and Shana Monroe P.O. Box 66 Meridian, ID 83680
Parcel 15 Geovest LLC P.O. Box 5188 Boise, ID 83705	Parcel 18 Geovest LLC P.O. Box 5188 Boise, ID 83705
Parcel 21 Gary and Vickie Blaylock 4252 N. Grenadier Ave Boise, ID 83713	Parcel 22 Moonridge Ranch Holdings LLC 16915 Hatwai Bypass Lewiston, ID 83501
Parcel 23 Moonridge Ranch Holdings LLC 16915 Hatwai Bypass Lewiston, ID 83501	

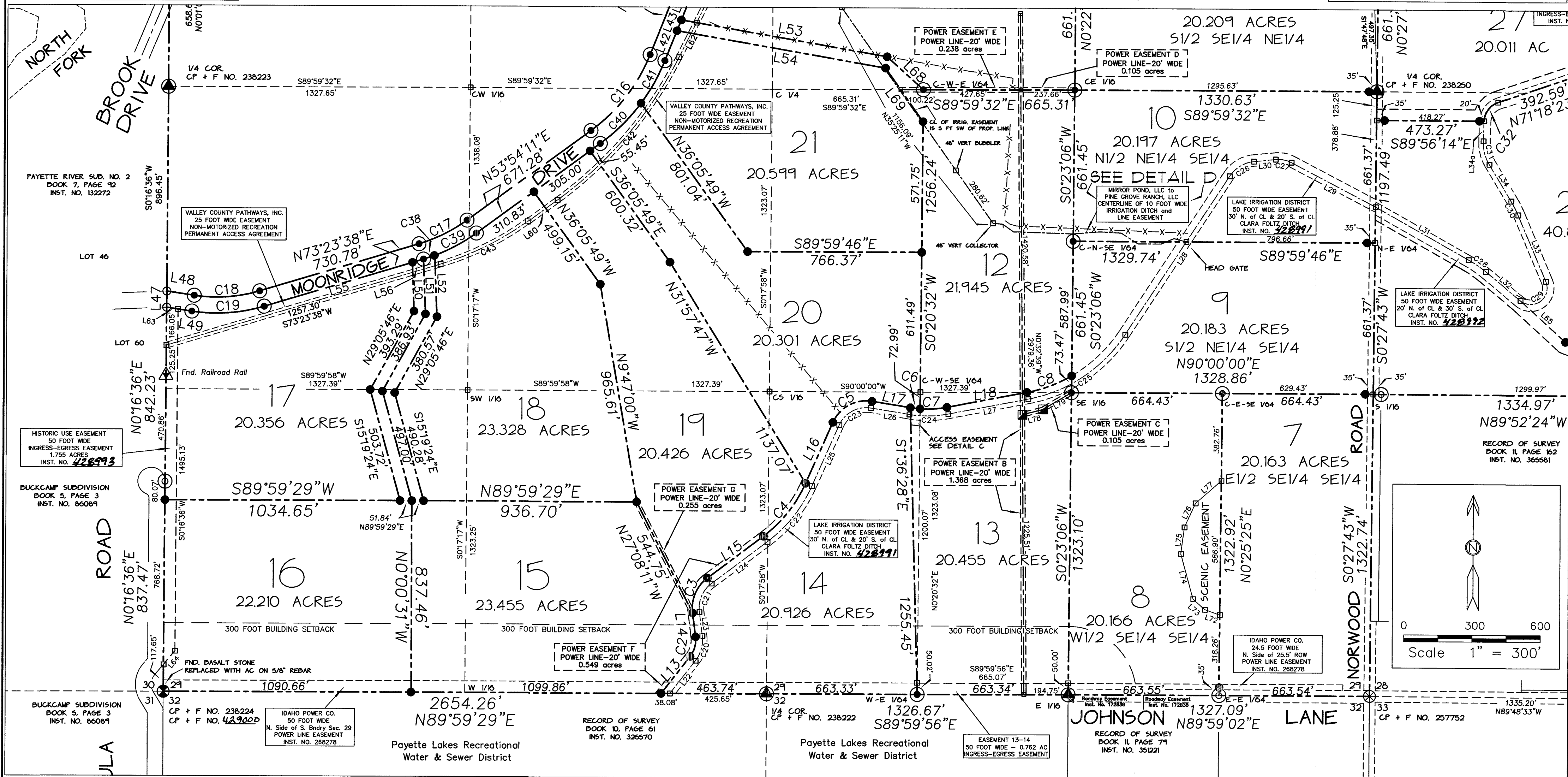




SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
MCCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

RECORD OF SURVEY Valley County, State of Idaho DEBOER and MIRROR POND, LLC

THE MCCALL RANCH
Situate in
Sections 28 and 29, T. 18 N., R. 3 E., B.M.
Valley County, Idaho



LEGEND

- client boundary line
- section breakdown lines
- edge of traveled way
- proposed easement lines
- x-x- existing fence lines
- ▲ found monument as noted
- ◆ found R.O.W. monument
- power pole
- found brass cap
- ⊙ set aluminum cap
- ⊙ set 5/8" rebar w/ cap
- found 5/8" rebar
- calc. point, nothing set
- ⊗ found aluminum cap
- ⊙ found 5/8" rebar
- found 5/8" rebar

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in April– May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.



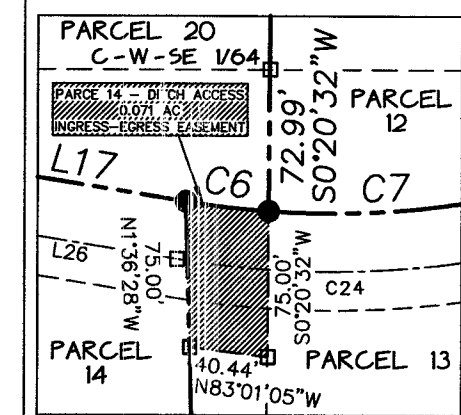
Curve Table

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C2	45°23'50"	91.12'	115.00'	N151°18'52"E	88.75'
C3	60°33'35"	174.40'	165.00'	S22°53'44"W	166.39'
C4	29°13'41"	300.97'	590.00'	N38°33'41"E	297.72'
C5	75°13'55"	210.09'	160.00'	S61°33'48"W	195.32'
C6	51°17'49"	42.99'	465.00'	S83°28'09"E	42.97'
C7	14°36'03"	118.50'	465.00'	N86°34'56"E	118.18'
C8	19°19'09"	210.74'	625.00'	N69°37'00"E	209.74'
C16	32°02'15"	427.76'	765.00'	N37°33'04"E	422.21'
C17	19°29'27"	236.42'	695.00'	N63°38'53"E	235.29'
C18	25°06'45"	291.47'	665.00'	N85°57'01"E	289.14'
C19	25°06'45"	322.15'	735.00'	N85°57'01"E	319.58'
C20	45°23'50"	114.89'	145.00'	N151°18'52"E	111.91'
C21	60°33'35"	142.69'	135.00'	S22°53'44"W	136.14'
C22	29°13'41"	316.28'	620.00'	N38°33'41"E	312.86'

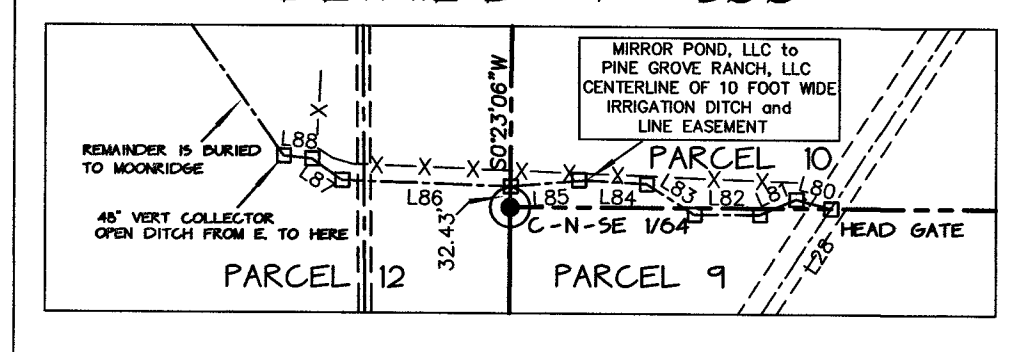
Line Table

NUM	BEARING	DISTANCE	NUM	BEARING	DISTANCE	NUM	BEARING	DISTANCE	NUM	BEARING	DISTANCE
L13	N38°00'47"E	206.41'	L28	S33°20'29"W	832.06'	L49	N81°29'37"W	111.72'	L73	N48°14'58"W	69.24'
L14	N 72°3'03"W	105.31'	L29	S62°39'52"E	417.87'	L50	S21°18'29"E	212.92'	L74	N15°27'45"W	205.16'
L15	S53°10'32"W	306.21'	L30	S84°16'04"W	96.03'	L51	S21°18'29"E	239.72'	L75	N 72°7'41"E	117.29'
L16	S23°56'51"W	292.19'	L31	S60°53'56"E	470.35'	L52	S21°18'29"E	268.35'	L76	N24°38'38"E	115.82'
L17	N80°49'14"W	171.22'	L32	N50°50'30"E	197.29'	L53	S80°08'36"E	920.05'	L77	N48°53'32"E	149.94'
L18	S79°16'54"W	356.90'	L33	S23°08'27"E	314.28'	L54	S80°08'36"E	932.52'	L78	N75°20'08"E	89.96'
L22	S38°00'47"W	182.95'	L34	S31°13'06"E	186.72'	L55	S73°23'38"W	679.19'	L79	N59°44'09"E	148.48'
L23	N 72°3'03"W	105.31'	L34a	N2°01'17"E	87.52'	L56	S73°23'38"W	51.59'	L80	N75°25'47"W	55.50'
L24	S53°10'32"W	306.21'	L41	N15°48'07"W	55.20'	L63	S81°29'37"E	50.52'	L81	S87°02'39"W	61.05'
L25	S23°56'51"W	292.19'	L42	S21°51'56"W	141.21'	L64	S40°13'38"W	77.87'	L82	N89°50'23"W	102.08'
L26	N80°49'14"W	171.22'	L43	S21°51'56"W	51.12'	L65	N47°42'29"W	267.90'	L83	N58°00'02"W	87.74'
L27	S79°16'54"W	356.90'	L48	N81°29'37"W	121.84'	L72	N70°48'54"W	69.68'	L84	N86°49'06"W	93.58'

DETAIL C - 1" = 100'



DETAIL D - 1" = 300'



Survey References

PLATS
Buckcamp Sub., Book 4, Page 62, Inst. No. 86089, 1979
Payette River Sub. No. 2, Book 7, Page 92, Inst. No. 132272, 1982
River Ranch Sub., Phase 1A, Book 10, Page 33, Inst. No. 304211, 2005
River Ranch Sub., Phase 1B, Book 12, Page 33, Inst. No. 342383, 2008
RECORDS OF SURVEY
Sec. 33, Book 3, Page 188, Inst. No. 18041, 1991
Hurst, Book 3, Page 218, Inst. No. 182380, 1991
Steele, Book 4, Page 53, Inst. No. 188628, 1992
L.B. Ind., Book 4, Page 121, Inst. No. 193671, 1992
Watkins, Book 7, Page 195, Inst. No. 273975, 2003
PLRWD, Book 10, Page 61, Inst. No. 326570, 2007
McCall River Ranch Co., Book 10, Page 112, Inst. No. 332895, 2008
West Johnson Lane, Book 11, Page 79, Inst. No. 351221, 2010

SHEET 3 of 4

DRAWN BY: rms
FILE NAMES: DEBOER MCCALL RANCH 18N03E28&29 ROS.DWG
REVISION: 3 JUNE 2020
LOCATOR CODE: 1803E29



First American Title™

Form 5030000 (1-31-17)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**Issued through the office of:
First American Title Company
616 North 3rd Street Suite 101
McCall, ID 83638
(208)634-4705**

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No. 936452-MC	Page 1 of 11	ALTA Commitment for Title Insurance (8-1-16)
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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;
- (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.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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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File No. 936452-MC	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16)
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ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company, 616 North 3rd Street Suite 101, McCall, ID 83638
(208)634-4705

Issuing Office's ALTA ® Registry ID: 0046117

Loan ID No.:

Issuing Office Commitment/File No.: 936452-MC

Property Address: Not Addressed, McCall, ID 83638

Revision No.:

SCHEDULE A

1. Commitment Date: **October 22, 2020 at 7:30 A.M.**
2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Standard Owner's Policy
 Proposed Insured: **Mathew Faivey**
 Proposed Policy Amount: **\$250,000.00** Premium Amount \$ **1,161.00**
 Endorsements: \$
 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured: **Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a), its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.**
 Proposed Policy Amount: **\$200,000.00** Premium Amount \$
 Endorsements: **9-06, 22-06, 8.1-06** \$
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
Mirror Pond, LLC, an Idaho limited liability company

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5. The Land is described as follows:

A parcel of land situate in the SE1/4 NW1/4, SW1/4 NE1/4 and the W1/2 SE1/4, Section 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Quarter Corner Common to Sections 29 and 32, T. 18 N., R.3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 326570, on Book 10, on Page 61 of Surveys, on file in the Office of the Recorder of Valley County, Idaho; thence, S. 89°59'56" E., 663.33 feet to a 5/8" rebar, marking the W-E 1/64th Corner common to said Sections 29 and 32; thence, N. 0°20'32" E., 1,250.09 feet along the easterly boundary of the W1/2 SW1/4 SE1/4 of said Section 29, to a 1/2" rebar on a line lying 30.00 feet north of and parallel to the centerline of the Clara Foltz Ditch, the REAL POINT OF BEGINNING:

Thence, N. 0°20'32" E., 1,343.15 feet to a 1/2" rebar,

Thence, N. 70°49'43" W., 716.08 feet to a 1/2" rebar,

Thence, N. 80°08'36" W., 415.09 feet to a 1/2" rebar on the easterly right-of-way of Moonridge Drive,

Thence, N. 21°51'56" E., 51.12 feet along said easterly right-of-way to a 5/8" rebar,

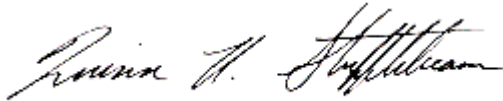
Thence, S. 80°08'36" E., 408.53 feet to a 1/2" rebar,

Thence, S. 70°49'43" E., 703.10 feet to a 5/8" rebar marking the C-W-E 1/64th Corner of said Section 29, Thence, S. 89°59'32" E., 665.31 feet to a 5/8" rebar marking the CE 1/16th Corner of said Section 29,

Thence, S. 0°23'06" W., 1,249.44 feet along the easterly boundary of said NW1/4 SE1/4, to a 1/2" rebar on a line lying 30.00 feet north of and parallel to the centerline of the Clara Foltz Ditch,

Thence, 210.74 feet along said parallel line on a non-tangent curve to the right, whose radius is 625.00 feet, delta angle is 19°19'09", and whose long chord bears S. 69°37'20" W., 209.74 feet to a 1/2" rebar,

Thence, S. 79°16'54" W., 356.90 feet along said parallel line to a 1/2" rebar, Thence, 118.50 feet along said parallel line on a curve to the right, whose radius is 465.00 feet, delta angle is 14°36'03", and whose long chord bears S. 86°34'56" W., 118.18 feet to the Point of Beginning



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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File No. 936452-MC	Page 5 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

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. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. If the documents to be insured are to be electronically notarized by a notary outside of the state where the property is located the following exceptions will be added to the policies.

Owner's policy: Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title.

Loan policy: Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title or creating the lien of the Insured Mortgage.

7. We require a copy of the certificate of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.
8. For a member-managed LLC, we require that all members join in execution of conveyances and encumbrances and for a manager-managed LLC, we require that all managers join in execution of conveyances and encumbrances.

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File No. 936452-MC	Page 6 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

9. 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.

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File No. 936452-MC	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART 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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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.

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8. 2020 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2020 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number	Covers
2019	\$9,251.88	\$9,251.88	RP18N03E290004	This and add'l property

Homeowners Exemption is not in effect for 2019.

Circuit breaker is not in effect for 2019.

9. Reservations in United States Patent, recorded as Instrument Nos. [8114](#), and [10298](#). (a copy of which is attached)
10. Provisions in deed to Lake Fork Reservoir Company, recorded July 14, 1921, as Instrument No. [5018](#).
11. Water Agreement upon the terms, conditions and provisions contained therein:
Parties: Oregon Short Line Railroad Company and Theodore Hoff
Recorded: October 22, 1926, Instrument No. [10856](#)
12. Contract upon the terms, conditions and provisions contained therein:
Recorded: February 18, 1937, Instrument No. [22132](#)
Seller: Boise Trust Company, a corporation
Buyer: Lake Irrigation District, a public corporation
13. Easement for power line granted to Idaho Power Company, recorded November 1, 1967, as Instrument No. [67667](#).
14. Easement for power line granted to Idaho Power Company, recorded August 6, 1973, as Instrument No. [82635](#).
15. Provisions in deed to Union Pacific Railroad, recorded December 2, 1985, as Instrument No. [145320](#).
16. Easement for power line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. [255373](#).
17. Easement for Underground Power Line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. [255374](#).
18. Easement for power line granted to Idaho Power Company, recorded January 14, 2003, as Instrument No. [268278](#).

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19. Access Agreement upon the terms, conditions and provisions contained therein:
Parties: Judd W. and Diane D. DeBoer and Valley County Pathways, Inc.
Recorded: April 26, 2010, Instrument No. [351146](#)
- Amendment to Access Agreement Recorded June 24, 2020, Instrument No. [429561](#)
20. Easement for Irrigation granted to Lake Irrigation District, recorded June 3, 2020, as Instrument No. [428991](#).
21. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded June 4, 2020, as Instrument No. [429001](#).
22. Declaration of Irrigation Ditch and Line Easement upon the terms, conditions and provisions contained therein:
Parties: Mirror Pond, LLC
Recorded: June 4, 2020, Instrument No. 429028, and Corrected on September 4, 2020 as Instrument No. [432060](#)
23. Notice Agreement upon the terms, conditions and provisions contained therein:
Parties: Diane B. DeBoer and the Estate of Judd W. DeBoer and Mirror Pond LLC
Recorded: June 4, 2020, Instrument No. [429030](#)
Corrected Notice Agreement Recorded June 24, 2020, Instrument No. [429559](#)
24. Easement for Water granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. [429034](#).
Corrected Easement Recorded June 24, 2020, Instrument No. [429560](#).
25. Declaration of Utility Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Mirror Pond LLC
Recorded: June 4, 2020, Instrument No. 429036, re-recorded on September 4, 2020 as Instrument No. [432059](#)

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File No. 936452-MC	Page 10 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	---------------	----------------------------------------------

INFORMATIONAL NOTES

- A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

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First American Title™

Form 5030000 (1-31-17)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**Issued through the office of:
First American Title Company
616 North 3rd Street Suite 101
McCall, ID 83638
(208)634-4705**

If this jacket was created electronically, it constitutes an original document.

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File No. 936382-MC	Page 1 of 12	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

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;
- (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.

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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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File No. 936382-MC	Page 3 of 12	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company, 616 North 3rd Street Suite 101, McCall, ID 83638
(208)634-4705

Issuing Office's ALTA ® Registry ID: 0046117

Loan ID No.:

Issuing Office Commitment/File No.: 936382-MC

Property Address: Not Addressed, , ID

Revision No.:

SCHEDULE A

1. Commitment Date: **October 16, 2020 at 7:30 A.M.**
2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Standard Owner's Policy
 Proposed Insured: **Joanne Young**
 Proposed Policy Amount: **\$555,000.00** Premium Amount \$ **1,956.00**
 Endorsements: \$
 - (b) ☒ 2006 ALTA ® Extended Loan Policy
 Proposed Insured: **Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a), its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.**
 Proposed Policy Amount: **\$555,000.00** Premium Amount \$ **662.00**
 Endorsements: **9-06, 22-06, 8.1-06** \$ **50.00**
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
Mirror Pond, LLC, an Idaho limited liability company

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5. The Land is described as follows:

PARCEL 1:

A PARCEL OF LAND SITUATE IN THE E $\frac{1}{2}$ SW $\frac{1}{4}$ AND THE W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 29, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31 AND 32, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, AS SHOWN ON THAT PARTICULAR RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 326570, ON BOOK 10, ON PAGE 61 OF SURVEYS, ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO; THENCE, N. 00°16'36" E., 886.37 FEET ALONG THE LINE COMMON TO SAID SECTIONS 29 AND 30, A PORTION OF WHICH IS ALSO THE EASTERLY RIGHT-OF-WAY OF NISULA ROAD, A PLATTED PRIVATE ROAD, TO A $\frac{1}{2}$ " REBAR; THENCE, N. 89°59'29" E., 2,049.74 FEET TO A $\frac{1}{2}$ " REBAR, THE REAL POINT OF BEGINNING:

**THENCE, N. 08°45'19" W., 913.31 FEET TO A $\frac{1}{2}$ " REBAR,
THENCE, N. 36°05'49" W., 499.15 FEET TO A $\frac{1}{2}$ " REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF MOONRIDGE DRIVE,
THENCE, N. 53°54'11" E., 305.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY TO A $\frac{1}{2}$ " REBAR,
THENCE, S. 36°05'49" E., 600.32 FEET TO A $\frac{1}{2}$ " REBAR,
THENCE, S. 31°57'47" E., 1,137.07 FEET TO A $\frac{1}{2}$ " REBAR ON A LINE LYING 30.00 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF THE CLARA FOLTZ DITCH,
THENCE, 300.97 FEET ALONG SAID PARALLEL LINE ON A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS IS 590.00 FEET, DELTA ANGLE IS 29°13'41", AND WHOSE LONG CHORD BEARS S. 38°33'41" W., 297.72 FEET TO A $\frac{1}{2}$ " REBAR,
THENCE, S. 53°10'32" W., 306.21 FEET ALONG SAID PARALLEL LINE TO A $\frac{1}{2}$ " REBAR,
THENCE, 174.40 FEET ALONG SAID PARALLEL LINE ON A CURVE TO THE LEFT, WHOSE RADIUS IS 165.00 FEET, DELTA ANGLE IS 60°33'35", AND WHOSE LONG CHORD BEARS S. 22°53'44" W., 166.39 FEET TO A $\frac{1}{2}$ " REBAR,
THENCE, N. 27°08'11" W., 599.69 FEET TO THE POINT OF BEGINNING.**

PARCEL 2:

A PARCEL OF LAND SITUATE IN THE E $\frac{1}{2}$ SW $\frac{1}{4}$ AND THE W $\frac{1}{2}$ SE $\frac{1}{4}$, SECTION 29, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE QUARTER CORNER COMMON TO SECTION 29 AND 32, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, AS SHOWN ON THAT PARTICULAR RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 326570, ON BOOK 10, ON PAGE 61 OF SURVEYS, ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO; THENCE, S. 89°59'56" E., 663.33 FEET TO A $\frac{5}{8}$ " REBAR MARKING THE W-E $\frac{1}{64}$ TH CORNER COMMON TO SAID SECTIONS 29 AND 32; THENCE, N. 00°20'32" E., 1,250.09 FEET ALONG THE EASTERLY BOUNDARY OF THE W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SAID SECTION 29, TO A $\frac{1}{2}$ " REBAR ON A LINE LYING 30.00 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF THE CLARA FOLTZ DITCH, THE REAL POINT OF BEGINNING:

THENCE, 42.99 FEET ALONG SAID PARALLEL LINE ON A NON-TANGENT CURVE TO THE

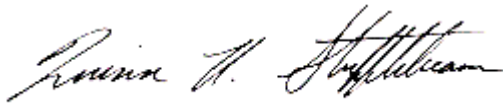
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File No. 936382-MC	Page 5 of 12	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

RIGHT, WHOSE RADIUS IS 465.00 FEET, DELTA ANGLE IS 05°17'49", AND WHOSE LONG CHORD BEARS N. 83°28'09" W., 42.97 FEET TO A 1/2" REBAR, THENCE, N. 80°49'14" W., 171.22 FEET ALONG SAID PARALLEL LINE TO A 1/2" REBAR, THENCE, 210.09 FEET ALONG SAID PARALLEL LINE ON A CURVE TO THE LEFT, WHOSE RADIUS IS 160.00 FEET, DELTA ANGLE IS 75°13'55", AND WHOSE LONG CHORD BEARS S. 61°33'48" W., 195.32 FEET TO A 1/2" REBAR, THENCE, S. 23°56'51" W., 292.19 FEET ALONG SAID PARALLEL LINE TO A 1/2" REBAR, THENCE, N. 31°37'47" W., 1,137.07 FEET TO A 1/2" REBAR, THENCE, N. 36°05'49" W., 600.32 FEET TO A 1/2" REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF MOONRIDGE DRIVE, THENCE, N. 53°54'11" E., 55.45 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY TO A 5/8" REBAR, THENCE, 252.61 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY ON A CURVE TO THE LEFT, WHOSE RADIUS IS 835.00 FEET, DELTA ANGLE IS 17°20'01", AND WHOSE LONG CHORD BEARS N. 45°14'10" E., 251.65 FEET TO A 1/2" REBAR, THENCE, S. 36°05'49" E., 801.04 FEET TO A 1/2" REBAR, THENCE, S. 89°59'46" E., 766.37 FEET TO A 1/2" REBAR ON THE EASTERLY BOUNDARY OF THE W 1/2 NW 1/4 SW 1/4, THENCE, S. 00°20'32" W., 611.49 FEET TO THE C-W-SE 194TH CORNER OF SAID SECTION 29, THENCE, CONTINUING S. 00°20'32" W., 72.99 FEET TO THE POINT OF BEGINNING.



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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File No. 936382-MC	Page 6 of 12	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

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. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. If the documents to be insured are to be electronically notarized by a notary outside of the state where the property is located the following exceptions will be added to the policies.

Owner's policy: Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title.

Loan policy: Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title or creating the lien of the Insured Mortgage.

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File No. 936382-MC	Page 7 of 12	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

7. 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.
8. We require a copy of the certificate of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.
9. For a member-managed LLC, we require that all members join in execution of conveyances and encumbrances and for a manager-managed LLC, we require that all managers join in execution of conveyances and encumbrances.
10. If title is to vest in Joanne Young, as his/her sole and separate property, we require a conveyance from his/her spouse if married.
11. We require that the spouse of the vestee join in any forthcoming conveyance or encumbrance.

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File No. 936382-MC	Page 8 of 12	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	----------------------------------------------

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART 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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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.

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8. 2020 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2020 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number	Covers
2019	\$9,251.88	\$9,251.88	RP18N03E290004	This and add'l property

Homeowners Exemption is not in effect for 2019.

Circuit breaker is not in effect for 2019.

9. Reservations in United States Patent, recorded as Instrument Nos. [8114](#), and [10298](#). (a copy of which is attached)
10. Provisions in deed to Lake Fork Reservoir Company, recorded July 14, 1921, as Instrument No. [5018](#).
11. Water Agreement upon the terms, conditions and provisions contained therein:
Parties: Oregon Short Line Railroad Company and Theodore Hoff
Recorded: October 22, 1926, Instrument No. [10856](#)
12. Contract upon the terms, conditions and provisions contained therein:
Recorded: February 18, 1937, Instrument No. [22132](#)
Seller: Boise Trust Company, a corporation
Buyer: Lake Irrigation District, a public corporation
13. Easement for power line granted to Idaho Power Company, recorded November 1, 1967, as Instrument No. [67667](#).
14. Easement for power line granted to Idaho Power Company, recorded August 6, 1973, as Instrument No. [82635](#).
15. Provisions in deed to Union Pacific Railroad, recorded December 2, 1985, as Instrument No. [145320](#).
16. Easement for power line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. [255373](#).
17. Easement for Underground Power Line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. [255374](#).
18. Easement for power line granted to Idaho Power Company, recorded January 14, 2003, as Instrument No. [268278](#).

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19. Access Agreement upon the terms, conditions and provisions contained therein:
Parties: Judd W. and Diane D. DeBoer and Valley County Pathways, Inc.
Recorded: April 26, 2010, Instrument No. [351146](#)
- Amendment to Access Agreement Recorded June 24, 2020, Instrument No. [429561](#)
20. Right-of-way or easement of Norwood Road.
21. Easement for Irrigation granted to Lake Irrigation District, recorded June 3, 2020, as Instrument No. [428991](#).
22. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded June 4, 2020, as Instrument No. [429001](#).
23. Notice Agreement upon the terms, conditions and provisions contained therein:
Parties: Diane B. DeBoer and the Estate of Judd W. DeBoer and Mirror Pond LLC
Recorded: June 4, 2020, Instrument No. [429030](#)
Corrected Notice Agreement Recorded June 24, 2020, Instrument No. [429559](#)
24. Easement for Water granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. [429034](#).
Corrected Easement Recorded June 24, 2020, Instrument No. [429560](#).
25. Declaration of Utility Easement made by Mirror Pond, LLC, an Idaho limited liability company, recorded June 4, 2020, as Instrument No. [429037](#).
Corrected Declaration of Utility Easement Recorded June 24, 2020, Instrument No. [429564](#).
26. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded September 17, 2020, as Instrument No. [432443](#).
27. Easement for Declaration of Access granted to Mirror Pond, LLC, recorded September 22, 2020, as Instrument No. [432655](#).
28. Lack of a right of access to and from said land.

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File No. 936382-MC	Page 11 of 12	ALTA Commitment for Title Insurance (8-1-16)
--------------------	---------------	----------------------------------------------

INFORMATIONAL NOTES

- A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

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