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Don Z. Gray
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Marcus H. Waterman
Robert B. White
Michael V. Woodhouse

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

December 5, 2025

Valley County Board of County Commissioners
County Courthouse
P.O. Box 1350
Cascade, ID 83611-1350

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Cynda Herrick, AICP, CFM
Planning and Zoning Director
P.O. Box 1350
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cherrick@valleycountyid.gov

Re: Revised Realignment Petition – Old Council Road

Ladies and Gentlemen:

On behalf of my client, D.L. Evans Bank (the “Bank”), I am submitting for filing with the County the Bank’s *Revised Petition to Vacate and Validate Two Segments of Old Council Road to Realign the Road’s Connection to West Mountain Road* (“*Revised Realignment Petition*”).

Attached as Exhibit 2 to the *Revised Realignment Petition* is a proposed permanent easement to be granted to the County by the Bank. The Bank welcomes input from the County and the Public regarding this petition and the proposed input. The Bank appreciates the County’s

Valley County Officials
December 5, 2025
Page 2 of 2

cooperation as we move forward in efforts to permanently protect public recreational access to public lands facilitated by Old Council Road.

Sincerely,



Christopher H. Meyer

Encl: *Revised Realignment Petition*

cc: Robert J. Squire, VP General Counsel and Corporate Secretary, D.L. Evans Bank

Christopher H. Meyer [ISB No. 4461]
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Robert J. Squire [ISB No. 8097]
General Counsel
D.L. EVANS BANK
375 North Overland Avenue
Burley, ID 83318
rob.squire@dlevans.com

Attorneys for Petitioner D.L. Evans Bank

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALLEY COUNTY, IDAHO**

IN THE MATTER OF THE VALIDATION
AND VACATION OF PARTS OF
COUNCIL ROAD

D.L. EVANS BANK,
Petitioner

**REVISED PETITION TO VACATE AND
VALIDATE TWO SHORT SEGMENTS OF
OLD COUNCIL ROAD TO REALIGN THE
ROAD'S CONNECTION TO WEST
MOUNTAIN ROAD**

PETITION

Pursuant to Idaho Code §§ 40-203 and 40-203A, D.L. Evans Bank (“**Bank**”), through its undersigned counsel, hereby submits this petition (“**Revised Realignment Petition**”) to the Valley County (“**County**”) Board of County Commissioners (“**Board**”). The Bank asks the Board to vacate a 0.3 mile long segment of Old Council Road (“**Segment 1**”) and to validate instead a 0.1 mile long segment (“**Segment 2**”), which will provide a more efficient connection to West Mountain Road.

This *Revised Realignment Petition* supersedes and replaces the *Petition to Vacate and Validate Two Short Segments of Old Council Road to Realign the Road's Connection to West Mountain Road* filed on June 13, 2025.

The *Revised Realignment Petition* follows and implements the decision by the Board on April 21, 2025 to validate all of Old Council Road located within Valley County (“**April Validation**”). The Board’s vote to validate was followed by its issuance of *Findings of Fact and Conclusions of Law* (“**Findings**”) dated May 5, 2025 (recorded as Instrument # 2025-002119) and its *Resolution 2025-11* (“**Resolution**”) also dated May 5, 2025 (recorded as Instrument # 2025-002120). The Bank received no notice of the Findings or the Resolution.

The *Findings* and the *Resolution* both included the following statement: “DL Evans Bank may petition to change the intersection of Old Council Road with West Mountain Road through the road validation and vacation process.” This *Revised Realignment Petition* is intended to effectuate the invitation provided in the County’s decision to validate.

Attached to this *Revised Realignment Petition* as Exhibit 1 is “Revised Map Depicting Council Road, including Segments 1, 2, 3 & 4.” This is the same map that was attached as Exhibit 1 to the Bank’s *Revised Petition to Vacate or Validate Parts of Council Road* (“**First Revised Petition**”) dated October 17, 2024. Segments 1 and 2 referenced above are the same as Segments 1 and 2 described in the *First Revised Petition*.

Segments 1 and 2 both connect Old Council Road to West Mountain Drive. Both are located on Bank property. Segment 1 is the existing unimproved two-lane road now physically in place. The Bank asks that Segment 1 be vacated and replaced with Segment 2. The Bank will undertake the expense of constructing Segment 2 as a two-lane gravel road.

In exchange for the vacation of Segment 1, the Bank will convey to the County a permanent right-of-way or other appropriate property interest for Segment 2. A proposed easement and right-of-way for Segment 2 is attached hereto as Exhibit 2.

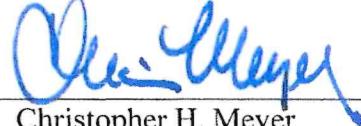
COMMUNICATIONS

The Bank requests that communications regarding this *Revised Realignment Petition* and any resulting proceedings or appeal be sent to undersigned counsel.

Respectfully submitted this 5th day of December, 2025.

GIVENS PURSLEY LLP

By


Christopher H. Meyer

D.L. EVANS BANK

By


Robert J. Squire
General Counsel

Attorneys for Petitioner D.L. Evans Bank

CERTIFICATE OF FILING

I HEREBY CERTIFY that on this 5th day of December, 2025, the foregoing together with any exhibit(s) that follow were filed and copied as shown below.

DOCUMENT FILED:

VALLEY COUNTY BOARD OF COUNTY
COMMISSIONERS
County Courthouse
P.O. Box 1350
Cascade, ID 83611-1350
Hand delivery or overnight mail:
219 N. Main Street
Cascade, ID 83611
commissioners@valleycountyid.gov

U. S. Mail
 Hand Delivered
 Overnight Mail
 E-mail

Dave Bingaman
Valley County Recreation Director
P.O. Box 1350
Cascade, ID 83611-1150
Hand delivery or overnight mail:
219 N. Main Street
Cascade, ID 83611
dbingaman@valleycountyid.gov

U. S. Mail
 Hand Delivered
 Overnight Mail
 E-mail

Jeff McFadden
Superintendent
Valley County Road & Bridge Department
P.O. Box 672
Cascade, ID 83611-1150
Hand delivery or overnight mail:
520 S. Front Street
Cascade, ID 83611
jmcfadden@valleycountyid.gov

U. S. Mail
 Hand Delivered
 Overnight Mail
 E-mail

Brian J. Oakey
Prosecutor
County Courthouse
P.O. Box 1350

Cascade, ID 83611-1150

Hand delivery or overnight mail:
700 S. Main Street
Cascade, ID 83611
boakey@valleycountyid.gov

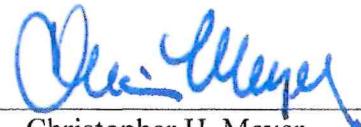
U. S. Mail
 Hand Delivered
 Overnight Mail
 E-mail

Cynda Herrick, AICP, CFM
Planning and Zoning Director
County Courthouse
P.O. Box 1350

Cascade, ID 83611-1150

Hand delivery or overnight mail:
700 S Main Street
Cascade, ID 83611
cherrick@valleycountyid.gov

U. S. Mail
 Hand Delivered
 Overnight Mail
 E-mail



Christopher H. Meyer

Exhibit 1 MAP DEPICTING COUNCIL ROAD, INCLUDING SEGMENTS 1, 2, 3 & 4

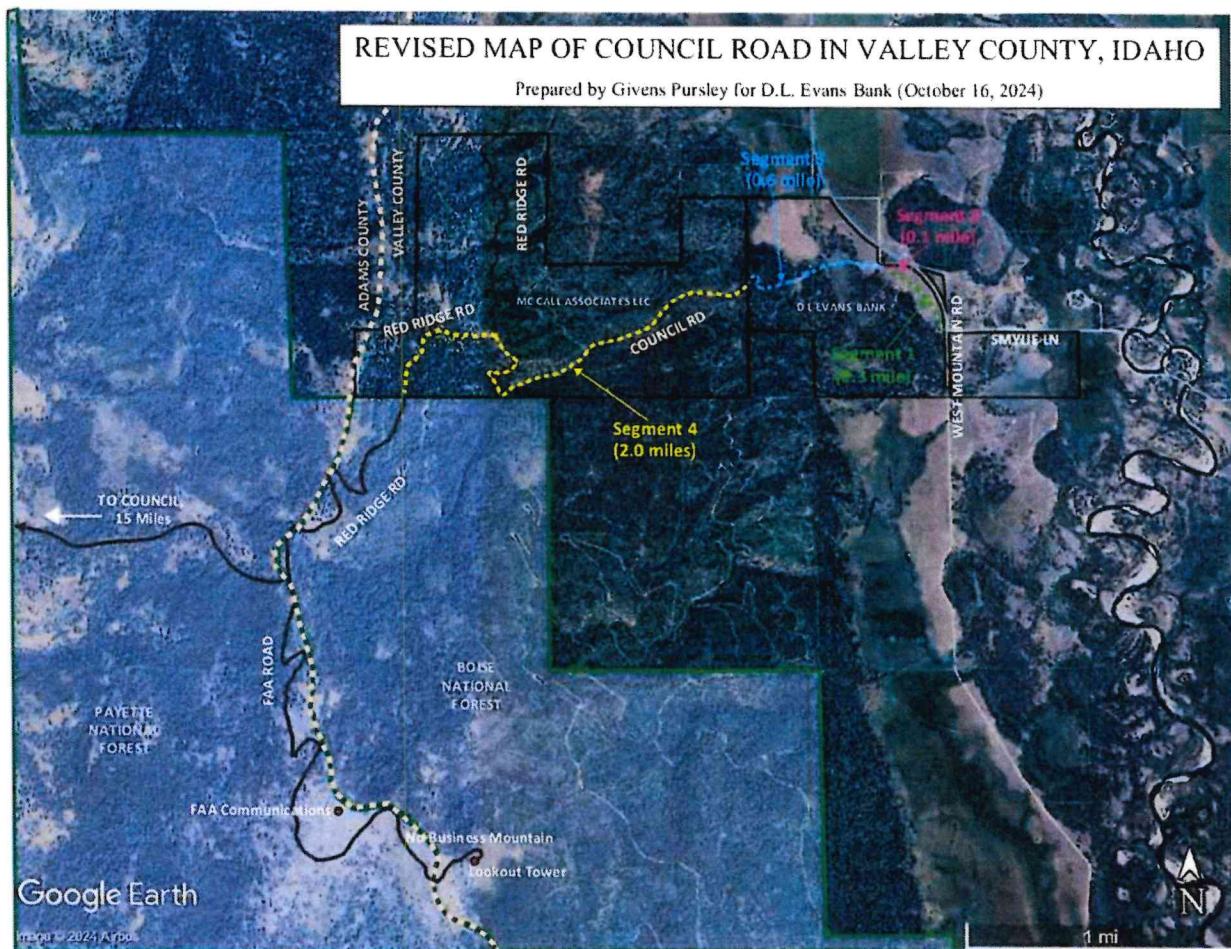


Exhibit 2 PROPOSED EASEMENT

Prepared by:
D.L. Evans Bank

After recording, return to:
Robert J. Squire
General Counsel
D.L. Evans Bank
P.O. Box 1188
Burley, ID 83318

Note: This is a proposed easement provided as Exhibit 2 to the Bank's Revised Realignment Petition (12/5/2025)

Space Above This Line for Recorder's Use

RECREATIONAL ACCESS EASEMENT AGREEMENT FOR SEGMENT 2 OF OLD COUNCIL ROAD

This *Recreational Access Easement Agreement for Segment 2 of Old Council Road* (“**Easement Agreement**”) is made by and between D.L. Evans Bank, an Idaho Corporation (“**Bank**”) and Valley County, a political subdivision of the State of Idaho (“**Valley County**”). The Bank and Valley County are referred to herein as a “**Party**” or collectively as “**Parties**.”

RECITALS

A. The Bank is the owner of real property in Valley County, Idaho (“**Bank Property**”) whose boundaries are depicted on the map set out as Exhibit A attached hereto.

B. The road that is the subject of this *Easement Agreement* is a portion of a road (referred to herein as “**Segment 2**”) known as Old Council Road. Segment 2 is located within Valley County, Idaho and is depicted on the map set out as Exhibit A.

C. Old Council Road is a primitive, unpaved road that provides access to national forest land in Valley and Adams Counties. It also connects to and provides access to a road generally known as **FAA Road** that is used by the Federal Administration (“**FAA**”) to access aviation support facilities in the No Business Mountain area of Valley County. FAA Road is also depicted on Exhibit A.

D. On May 5, 2025, the Valley County Board of County Commissioners validated the portions of Old Council Road identified as “**Segment 1**,” “**Segment 3**,” and “**Segment 4**” as depicted on Exhibit A.

E. Segment 1 is the portion of Old Council Road that that crosses the Bank Property.

F. In exchange for vacating Segment 1, the Bank agreed to provide to the County a right-of-way for travel and other purposes within Segment 2 as described in section 1 of this Easement Agreement (“**Easement**”). This Easement provides a shorter and more efficient means of public access to Segments 3 and 4 of Old Council Road. The Bank’s grant of this Easement is conditioned upon the Commissioners’ vacation of any interest it may own in the road, highway, right-of-way, or easement within Segment 1.

G. For these reasons, the Bank as Grantor desires to grant to Valley County an Easement on the terms contained herein.

AGREEMENT PROVISIONS

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

1. GRANT AND SCOPE OF EASEMENT FOR SEGMENT 2.

1.1 **Grant and Acceptance.** The Bank hereby grants, and Valley County hereby does accept, an Easement within Segment 2 with a width of 50 feet (25 feet on each side of the centerline described in Exhibit B) for the purposes and on the terms and conditions described herein.

1.2 **Non-exclusive.** The Easement granted by this *Easement Agreement* is non-exclusive, meaning that the Bank may grant other easements within the Easement including but not limited to utility easements.

1.3 **Roadway Construction.** Within the 50-foot Easement, the Bank shall construct, at its sole expense, a two-lane gravel road of not more than 25-feet in width (“**Roadway**”). The Roadway shall be serviceable for its intended purposes (allowing safe passage of vehicles), but need not be constructed to County road standards. The Bank may construct gates (which shall not be locked) or cattleguards on the Roadway. Once constructed, the Bank shall have no further responsibility for maintenance or repair of the Roadway.

1.4 **Public Use of Roadway.** The Roadway may be used by members of the public as ingress and egress to and from public land for year-round recreational purposes. This use shall include travel by foot, snowmobile, horseback, bicycle, and other motorized or non-motorized land vehicle capable of navigating the Roadway. The Roadway may also be used by federal, state, and local governmental entities for public safety, winter trail grooming, and other public purposes, including access to FAA facilities. This *Easement Agreement* does not authorize parking within the Easement or elsewhere. Nor does the *Easement Agreement* authorize any other use by the public of that portion of the Easement outside of the Roadway.

1.5 **County Use and Maintenance.** This *Easement Agreement* authorizes, but does not require, Valley County (including its professional contractors) to engage in maintenance of the Roadway as necessary to maintain it in its primitive gravel condition. Such maintenance may include removal of trees, vegetation, or other obstacles, as well as repair of flood damage. Such maintenance may also include grading, replacement of gravel to the extent necessary to make the road passable for the recreational and other purposes described herein. This *Easement Agreement* does not authorize Valley County or any other person or entity to pave, widen, or otherwise improve the Roadway without the express written permission of the Bank. In addition to maintenance of the Roadway (not to exceed 25-feet in width), the County is authorized, but not required, to use the remaining portion of the 50-foot Easement for any purpose beneficial to the use and maintenance of the Roadway, including without limitation

signage, fencing, drainage, snow plowing, snow removal, firefighting, law enforcement, rescue, and other emergency actions.

1.6 **Signage**. This *Easement Agreement* authorizes Valley County to post signs notifying the traveling public as to the following: (1) restrictions on use of the Roadway or Old Council Road (consistent with this *Easement Agreement*), (2) warning of dangerous conditions on the Roadway or Old Council Road, (3) restrictions on parking, and (4) instructions to respect private property, to close gates, not to litter, not to create nuisances, and not to trespass. The Parties agree to cooperate with each other with respect to such signage. In the event of disagreement between the Parties, Valley County will defer to the preferences of the Bank regarding signage.

1.7 **Cattle Guards**. This *Easement Agreement* authorizes Valley County to replace gates with cattle guards or similar devices within the Easement at or near the termini of the Roadway.

1.8 **Notice to the Bank**. Valley County shall provide notice to the Bank reasonably in advance of any maintenance and other non-emergency activities (other than routine access) authorized by sections 1.5, 1.6, and 1.7.

1.9 **No Obstruction**. In the absence of written permission by Valley County, the Bank may not obstruct the Roadway so as to impair the recreational and other access provided by this *Easement Agreement*. Without such permission, the Bank shall not place, or caused to be placed, any lock on a gate that would restrict passage by the public or others on any part of the Roadway.

1.10 **Volunteer Repairs**. The Bank, in its sole discretion, may authorize recreational users or other volunteers to undertake road maintenance on the Roadway consistent with the scope of activities authorized for Valley County maintenance under section 1.5. Such maintenance or other activities shall be undertaken in accordance with any terms set by the Bank. The County may also impose terms and conditions or otherwise limit or prohibit volunteer repairs.

1.11 **Trespassing**. Except in the case of law enforcement or other public safety emergency action by governmental authorities as described in section 1.5, the access rights created by this *Easement Agreement* include only ingress and egress within the physical bounds of the Roadway, and do not allow any trespass by the public upon the Bank Property including for hunting, camping, or any other purpose.

1.12 **County Enforcement**. To the extent it has resources available, Valley County agrees to provide law enforcement and other support to enforce the limitations on public use described in sections 1.11, 2.1 and 2.2 and otherwise to protect the Bank Property from damage and nuisance resulting from public use of the Roadway.

2. PROTECTION OF RIGHTS OF D.L. EVANS AND THE PUBLIC.

2.1 **Protection of the Bank.** The access and other rights granted by this *Easement Agreement* shall be exercised by Valley County, the public, and others only in a manner that does not damage the Bank Property or impair its use and enjoyment by the Bank.

2.2 **Protection of Public Use.** The access and other rights granted by this *Easement Agreement* shall be exercised by Valley County, the public, and others only in a manner that does not damage the Roadway or impair its use and enjoyment by members of the public and others entitled to its use.

3. RETAINED RIGHTS.

3.1 **Bank's Rights.** As Grantor of the Easement and owner of the servient estate, the Bank reserves and retains all rights of ownership within the Easement that do not impair the access or other rights granted by this Easement. Nothing contained herein prevents the Bank or its agents or contractors from constructing or maintaining any improvement that does not restrict passage by the public or others over the Roadway in accordance with the terms of this *Easement Agreement* or impair use by the County as described in section 1.5. The Bank's retained rights include, but are not limited to, the Bank's right to travel upon, maintain, repair, grade, groom, or improve the Roadway, the Bank's right to fence or place other barriers designed to keep users of the Roadway confined to the Roadway and eliminate stops along the Roadway, the Bank's right to install signage adjacent to the Roadway, and the Bank's right to place cattle guards or gates within the road, so long as gates are unlocked in compliance with section 1.9.

3.2 **Additional Rights.** Nothing in this *Easement Agreement* prevents the Bank from granting additional rights, licenses, or permissions to Valley County or others by explicit written agreement. No such additional rights, licenses, or permissions shall be implied based on this *Easement Agreement*, the conduct of the Parties, or otherwise.

4. STATUTORY LIMITATION ON LIABILITY.

4.1 **Recreational Purposes.** The purposes for which the public is being permitted to use the Roadway under this *Easement Agreement* fall within the definition of "recreational purposes" in Idaho Code § 36-1604(b).

4.2 **Owners.** The Bank (as owner of the underlying fee) and Valley County (as Grantee of this Easement) are both deemed "owners" within the meaning of Idaho Code § 36-1604(b) and are entitled to protection from liability under Idaho Code § 36-1604.

4.3 **Exempt from Duty to Warn.** In accordance with Idaho Code § 36-1604(c), neither the Bank nor Valley County owes any duty of care to keep the Roadway safe for entry by others, or to give any warning of a dangerous condition, use, structure, or activity on such premises to such persons entering for such purposes. Furthermore, neither the installation of a sign or other form of warning of a dangerous condition, use, structure, or activity, nor any modification made for the purpose of improving the safety of others, nor the failure to maintain or keep in place any sign or other form of warning or modification made to improve safety, shall create liability on the part of the Bank or Valley County.

4.4 **Risk of Use on User.** In accordance with Idaho Code § 36-1604(d), by permitting the public to use the Roadway, neither the Bank or Valley County (1) extend any assurance that the Roadway and adjacent premises are safe for any purpose, (2) confer upon any member of the public using said road as the legal status of an invitee or licensee to whom a duty of care is owed, or (3) assume any responsibility for or incur liability for injury to person or property caused by an act or omission of any person.

5. MISCELLANEOUS.

5.1 **Effective Date.** This *Easement Agreement* shall be effective upon each of the following: (1) its approval and acceptance by a majority vote of the Commissioners in a properly noticed public meeting of the Commissioners in compliance with applicable law and (2) its recording in the official public records of Valley County maintained by the County Clerk, which recording shall not occur or be effective unless this *Easement Agreement* is executed and notarized by each of the individuals in the signature blocks below.

5.2 **Duration.** The term of this *Easement Agreement* shall be perpetual unless terminated by written agreement of the Parties; provided that if the Roadway ceases to provide access to public land and is no longer needed by the FAA for access to its facilities, this Easement Agreement may be terminated by either Party upon 60 day's advance notice to the other Party and recording thereof in the official public records of Valley County.

5.3 **Not a Public Dedication.** Under no circumstances shall the Easement granted by this *Easement Agreement* be considered a dedication to the public or a conveyance in fee simple.

5.4 **No Third-Party Rights.** This *Easement Agreement* creates legally enforceable rights only in Valley County. Valley County may enforce this *Easement Agreement*, as provided herein, for the benefit of members of the public or other users (including the FAA), but no such third party itself shall have a cause of action to enforce this *Easement Agreement*.

5.5 **Notices.** Any notice under this *Easement Agreement* shall be in writing and shall be sent by U.S. Mail (sent via certified mail, postage prepaid) or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery) (including U.S. Postal Service Express Mail). All notices shall be addressed to the Parties at their then current address.

5.6 **Modification.** The scope of rights to the use of the Roadway and other rights and obligations set out under this *Easement Agreement* may be modified by written agreement of the Parties, which modification shall be effective when lawfully recorded in the official records of Valley County.

5.7 **Recitals and Exhibits.** The recitals and exhibits contained herein are incorporated herein and are deemed a part of the *Easement Agreement*. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions set out under the "Agreement Provisions" portion of this *Easement Agreement*, the latter shall control. In the event of any discrepancy between Exhibit A and Exhibit B, Exhibit B shall control.

5.8 **Paragraph Headings.** The headings included in the sections and paragraphs of this *Easement Agreement* are for the convenience of the reader. They shall not change the meaning or alter the interpretation of any provision of this *Easement Agreement*.

5.9 **Authority.** The Parties acknowledge and affirm that each person executing this *Easement Agreement* and all other documents to be executed pursuant thereto on behalf of either Party has the authority to enter into this *Easement Agreement* and to execute such documents, and the signatures of such person are binding upon and enforceable against the applicable Party.

5.10 **Governing Law.** The laws of the State of Idaho shall govern this *Easement Agreement*. Venue shall be proper in the Fourth District Court of the state of Idaho, in and for Valley County.

5.11 **Default.** In the case of a breach of any of the terms of this *Easement Agreement*, the Party claiming that the breach has occurred shall provide the Party alleged to have committed the breach with written notice of the breach and, when actions to cure the breach are reasonably possible, an opportunity within which to cure the breach (of at least 15 calendar days). “**Default**” for purposes of sections 5.11 and 5.12 shall be defined as an uncured breach of any of the terms of this *Easement Agreement*.

5.12 **Remedies.** In the event of a Default hereunder by any Party, the non-defaulting Party shall have all remedies available at law or in equity, including the availability of injunctive relief. The remedies specified in this *Easement Agreement* shall be cumulative and in addition to all other remedies provided for in this *Easement Agreement*.

5.13 **Nonwaiver of Remedies.** The failure or neglect of a Party to enforce any remedy available by reason of the failure of the other Party to observe or perform a term or condition set forth in this *Easement Agreement* shall not constitute a waiver of the right to otherwise enforce such term or condition, nor shall it estop such Party from otherwise enforcing such term or condition. A waiver by a Party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

5.14 **Attorney Fees.** If a suit, action, or other proceeding arising out of or related to this *Easement Agreement* is instituted by any Party to this *Easement Agreement*, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding.

5.15 **Entire Agreement.** This *Easement Agreement* constitutes the entire agreement among the Parties and supersedes all prior understandings, memoranda, correspondence, conversations, and negotiations addressing the subject of this Agreement.

5.16 **Severability.** In the event any portion of this *Easement Agreement* or part thereof is determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereof, or parts thereof, shall remain in full force and

effect, and shall in no way be affected, impaired, or invalidated thereby, it being understood and agreed that such remaining provisions shall be construed in a manner most closely approximating the intentions of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

5.17 **Successors and Assigns.** This *Easement Agreement* shall inure to the benefit of and be binding upon the Parties hereto, their successors and upon any person or entity acquiring the Bank Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

5.18 **Agreement Construction.** Each of the Parties to this *Easement Agreement* has been represented by legal counsel, or has had the opportunity to consult legal counsel, in the course of negotiating and preparing this *Easement Agreement*. Accordingly, the language of this *Easement Agreement* shall be construed simply, according to its fair meaning, and not strictly for or against either Party, regardless of which Party caused its preparation.

5.19 **Counterparts.** This *Easement Agreement* may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this *Easement Agreement* to be executed on the dates written below.

D.L. EVANS BANK, an Idaho Corporation

Dated: _____ By: _____
Robert J. Squire
Its General Counsel

VALLEY COUNTY, a political subdivision of the
State of Idaho

Dated: _____ By: _____
Sherry Maupin, Commissioner Chairman

Dated: _____ By: _____
Katlin Caldwell, Commissioner

Dated: _____ By: _____
Neal Thompson, Commissioner,

Attest:

Dated: _____
Douglas Miller, County Clerk and Recorder

- NOTARY ACKNOWLEDGEMENTS FOLLOW -

STATE OF IDAHO)
) ss.
County of Cassia)

On this _____ day of _____, before me, a Notary Public in and for said State, personally appeared ROBERT J. SQUIRE, known or identified to me to be the General Counsel of D.L. Evans Bank, and who subscribed said name to the foregoing instrument, and acknowledged to me that he/she executed the same in said company name.

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

Notary Public for the State of _____
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, before me, a Notary Public in and for said State, personally appeared SHERRY MAUPIN, known or identified to me to be Commissioner Chairman, District 2 of Valley County, and who subscribed said name to the foregoing instrument, and acknowledged to me that Valley County executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of _____, before me, a Notary Public in and for said State, personally appeared KATLIN CALDWELL, known or identified to me to be County Commissioner, District 1 of Valley County, and who subscribed said name to the foregoing instrument, and acknowledged to me that Valley County executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of _____, before me, a Notary Public in and for said State, personally appeared NEAL THOMPSON, known or identified to me to be County Commissioner, District 3 of Valley County, and who subscribed said name to the foregoing instrument, and acknowledged to me that Valley County executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO,)
)
) ss.
County of Valley)

On this ____ day of _____, before me, a Notary Public in and for said State, personally appeared DOUGLAS MILLER, known or identified to me to be the County Clerk and Recorder of Valley County, and who subscribed said name to the foregoing instrument, and acknowledged to me that Valley County executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My Commission expires: _____

Exhibit A: Map of Bank Property and Old Council Road

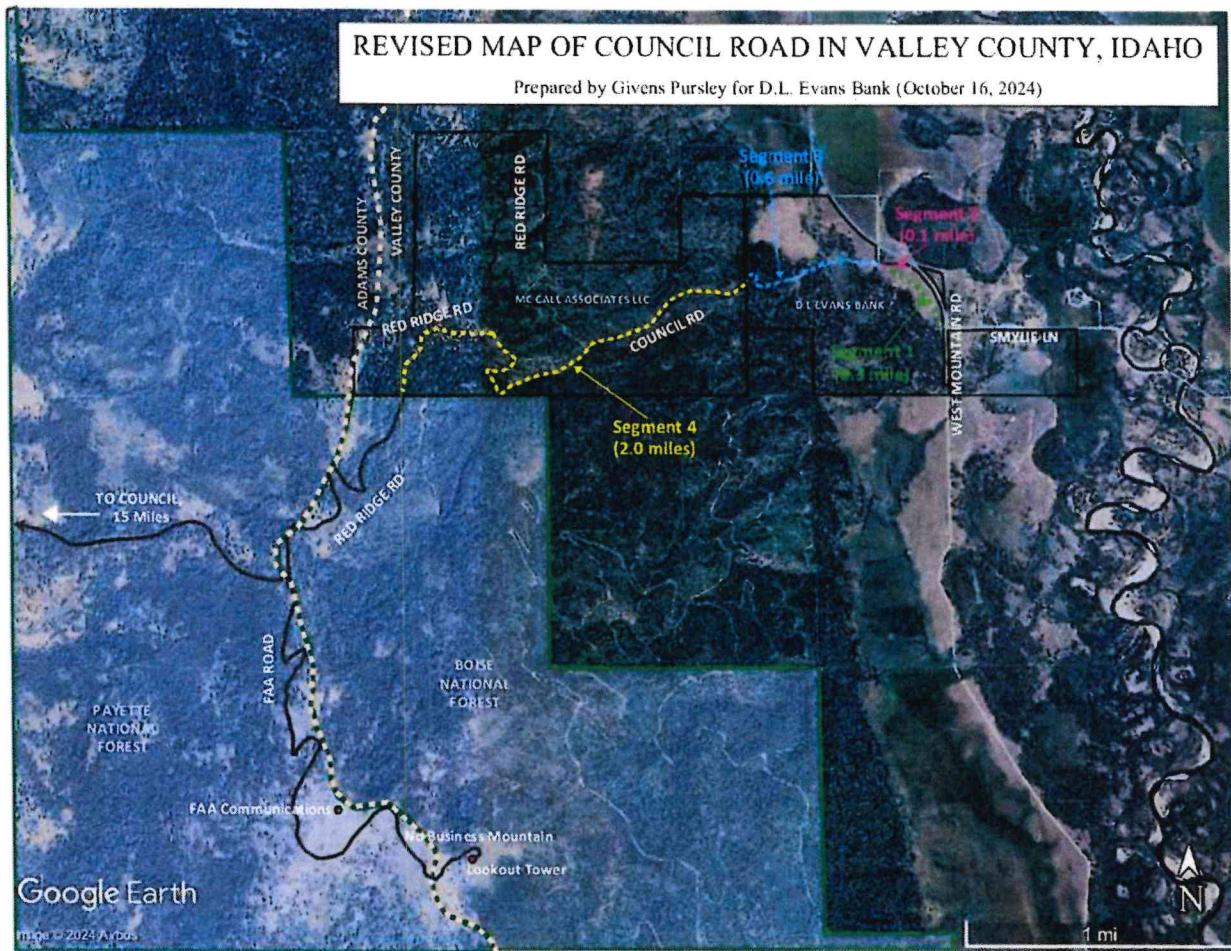


Exhibit B: Centerline Description of the Roadway

{to be added}